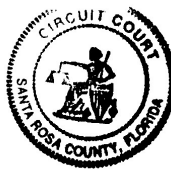


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STATE OF FLORIDA

COUNTY OF SANTA ROSA

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

THIS DECLARATION made and entered on this 19 day of DEC, 1991, by PRI INVESTMENTS, INC., a Florida corporation, hereafter referred to as "Declarant," witnesseth:

WHEREAS, Declarant is the owner of certain property in Santa Rosa County, Florida, which is more particularly described on "Exhibit A," attached hereto and by reference made a part hereof.

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

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to BAYBRIDGE VILLAS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as well as the contract vendee under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property platted as BAYBRIDGE VILLAS SUBDIVISION and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property and easements (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lots is the private ingress and egress easement, as noted on the plat, over and across the lots, as shown on the plat of Baybridge Villas Subdivision, as well as a 12-foot easement for the boardwalk on the bay side of the lots. This Common Area shall consist of easement rights only, as more particularly defined herein, and shall not be owned in fee simple by the Association.

Section 5. "Lot" shall mean and refer to each of the platted lots shown on the plat of Baybridge Villas Subdivision.

Section 6. "Declarant" shall mean and refer to PRI INVESTMENTS, INC., and the successors and assigns of that corporation.

Section 7. "Common Expenses" shall include expenditures made or liabilities incurred by the Association for the benefit of

the properties as otherwise authorized herein, together with payments or obligations to reserve accounts.

Section 8. "Condominium Association" shall mean and refer to Baybridge Condominium Association, Inc.

Section 9. "City" shall mean and refer to the City of Gulf Breeze, Florida.

ARTICLE II RIGHTS OF OWNERS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and specifically over and across the private ingress and egress easement as noted on the plat of Baybridge Villas Subdivision, which shall run over and across each Lot and which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) the right of the Association to suspend the voting rights of 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 its published rules and regulations;

(b) the right of the Association to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

(c) 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. No such dedication or transfer shall be effective, unless an instrument signed by members entitled to cast two-thirds of the votes of Class A membership, and two-thirds of the votes of the Class B membership, if any, has been recorded, agreeing with such dedication or transfer and, unless written notice of the proposed action is sent to every member not less than 30 days, nor more than 60 days in advance.

(d) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities in aid thereof, to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the owners hereunder.

(e) the aforementioned access easement shall be perpetual and shall run with the land.

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

Section 3. Easement over Boardwalks. Each owner shall have an easement over and across the boardwalk of each other owner. This easement shall be used only for the purpose of passing over the boardwalk, and owners shall not linger on another owner's boardwalk, unless specifically invited to do so.

Section 4. Access Easement Across Baybridge Condominium Road. Owners shall be granted the right of ingress and egress over and across the road located on the adjacent property owned by Baybridge Condominium Association, Inc., as more particularly described in that certain instrument executed by all owners in Baybridge Condominium, recorded in Official Records Book 1178 at Pages 1-5 of the public records of Santa Rosa County, Florida. This right shall be utilized only for the purposes of ingress and egress, the hauling of trash or garbage to a trash receptacle which

may be used jointly by Baybridge Villas and Baybridge Condominium, and any other lawful purpose granted to the public at large.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. 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.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as determined by the Owners thereof, 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, which 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 any of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(b) three (3) years following conveyance of the first Lot, whichever event is earlier.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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 collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of that Owner unless assumed expressly by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents, and for the improvement and maintenance of the Common Area. The Association shall have the obligation to maintain the ingress and egress easement and the boardwalk easement defined above as the Common Area, and to join with the Baybridge Condominium Association, Inc. in maintaining the road passing through Baybridge Condominium property to Baybridge Villas and providing its pro-rata share of gate maintenance, other maintenance, garbage service and guard service (if applicable) to Baybridge Condominium, as more particularly specified below, as well as carrying out the other responsibilities of the Baybridge Villas Homeowners' Association, Inc., as set forth below. In the event, however, that Baybridge Villas Homeowners' Association, Inc. is prevented from use of the above-described easement over Baybridge Condominium property, or

elects for any reason not to utilize said easement for ingress and egress to the Subdivision, then Baybridge Villas Homeowners' Association, Inc. shall have no obligation to pay a pro rata share of the maintenance of the entrance gate, guard service (if any), or maintenance of the Baybridge Condominium Road. The assessment may be used for such other purposes as a simple majority of voting members may determine.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 576.⁰⁰ per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year not more than ten percent (10.0%) above the maximum assessment for the previous year without a vote of the membership, except as provided herein.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10.0%) by a vote of two-thirds (2/3) of each class of members, who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem real property taxes unpaid upon any Common Area which may be acquired in the future, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes, if applicable.

(e) Regardless of the above provisions, the Baybridge Villas Homeowners' Association, Inc. shall be obligated to pay a pro-rata share of the expenses of maintaining the road passing through Baybridge Condominium property over which an access easement has been granted, as well as a pro-rata share of gate maintenance, garbage service, grounds maintenance, and guard service (if Baybridge Condominium Association, Inc. shall, in the future, retain guard service), which share shall be paid out of the annual assessment. If the annual assessment provides insufficient funds with which to pay this share then the Board of Directors may fix a special assessment without notice to or vote of the Baybridge Villas Homeowners' Association, Inc. in an amount not to exceed the amount necessary to pay the balance of the Association's share of said expenses. The Baybridge Villas Homeowners' Association, Inc.'s share of these expenses shall be determined as follows:

(i) Baybridge Condominium Association, Inc. shall use reasonable diligence in determining, on an annual basis, that portion of the total condominium expenses that relates strictly to the maintenance, upkeep and reserves for that portion of the road leading from U. S. Highway 98 (Gulf Breeze Parkway) to the Baybridge Villas Subdivision properties that will be used for ingress and egress to said properties, as well as for gate maintenance, garbage service, grounds maintenance, and guard service (if applicable) provided to Baybridge Villas.

(ii) The above amount will be multiplied by a fraction, the numerator of which is six and denominator of which is 53 (the total number of units in Baybridge Villas Subdivision and Baybridge Condominium), to arrive at the

total annual amount owed from Baybridge Villas Homeowners' Association, Inc. to Baybridge Condominium Association, Inc.

(iii) The Condominium Association shall submit to the Board of Directors, within 30 days of the adoption of its annual budget, each year, a copy of its budget for the Condominium Association and the method by which the amount due from Baybridge Villas Homeowners' Association, Inc. was calculated.

(iv) Within 45 days of notification by the Condominium Association of the amount due hereunder, the Baybridge Villas Homeowners' Association, Inc. shall make payment to the Condominium Association.

(v) If requested by the Baybridge Villas Homeowners' Association, Inc., the Condominium Association shall issue a certificate (for no charge) that all amounts due hereunder are paid to date.

(vi) In the event the Baybridge Villas Homeowners' Association, Inc. fails to pay the amounts due hereunder, then the Condominium Association shall have the remedies set forth in Article V hereof.

(vii) In the event, however, that Baybridge Villas Homeowners' Association, Inc. is prevented from use of the above-described easement over Baybridge Condominium property, or elects for any reason not to utilize said easement for ingress and egress to the Subdivision, then Baybridge Villas Homeowners' Association, Inc. shall have no obligation to share in the expense of the maintenance of the entrance gate, guard service (if any), or maintenance of the Baybridge Condominium Road, as set forth in this paragraph.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Baybridge Villas Homeowners' Association, Inc. may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon 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 each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50.0%) of all the votes of each class of membership 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 two-thirds (2/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. All assessments shall be payable on a monthly basis unless the Board of Directors determines reasonably that because of the small amount of monthly payments, or for other good and valid reason, it would be a convenience to the Owners to pay on a quarterly, semiannual, or annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the 7th month following the month in which the subdivision plat of Baybridge Villas Subdivision is recorded. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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. There shall be no assessment on Lots not conveyed of record by Declarant, but Declarant shall reasonably maintain, at the expense of Declarant, those Lots not conveyed of record by Declarant.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof, except as provided herein.

Section 10. Limitation on Association While Controlled by Declarant. While under control of Declarant the functions of the Association shall be limited to maintenance of the Common Area, as well as such other functions as are required of the Association under this Declaration. No other activity shall be commenced while the Association is under the control of Declarant. After Declarant no longer has control of the Association, the Association may elect to provide any other services to promote the health, safety, and welfare of the residents of the subdivision. In addition, the Association may elect to procure other properties, whether adjacent to the subdivision or not, for recreational or other purposes; provided however, that no activity of the Association shall be commenced without approval of two-thirds (2/3) of the Owners in the subdivision (as heretofore stated, each Lot to have one vote) if the activity shall necessitate more than a nominal expenditure of funds.

Section 11. Reserve Fund. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas, which fund is to be maintained out of regular assessments for common expenses.

Section 12. Right of Entry. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary to the property maintenance and operation of Common Area.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. 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, other than one, detached, single-family dwelling, not to exceed two stories above grade, and a private attached garage for not more or less than two cars. The height above grade to the top of the roof shall not be greater than thirty-five (35') feet. Each residence shall provide adequate parking, in addition to the garage, for two full-size passenger vehicles.

Section 2. No residential structure shall be erected or placed on any lot with the ground floor area of the first, habitable floor of less than 1600 square feet, exclusive of open porches and garages, and no residential structure with more than one story shall have a ground floor area (first habitable floor) of less than 1600 square feet, and a total floor area of less than 2200 square feet, again exclusive of open porches and garages.

Section 3. The first dwelling floor nearest to the front lot line shall be on-grade style construction. The first dwelling floor finished grade elevation nearest to the front lot line shall be not less than approximately 9.5 feet above mean sea level and not more than approximately 10.5 feet above mean sea level. Construction on pilings is prohibited. The front lot line is the lot boundary at the US 98 right-of-way.

Section 4. No residential structure, fence, wall, mailbox, driveway, or other structure or improvement of any nature, whatsoever, shall be commenced, placed or altered on any lot in the subdivision until the design, location, plans, specifications, and plot plan, showing the location of such building, have been approved, in writing, as to the quality of workmanship and materials, harmony of exterior design with the requirements of these restrictions, and with existing structures and location with respect to topography and finished grade by vote of the architectural control board, comprised of Charles F. Faddis and Richard A. Lockwood, or their heirs, representatives and assigns, or by the architectural review representative selected by the architectural control board, as well as by the Baybridge Condominium Association, Inc. Approval of both the architectural control board (or architectural review representative) and the Condominium Association shall be required. The following documents shall be included and required in any submission to the architectural control board, or the architectural review representative, and to the Baybridge Condominium Association, Inc.: 1) complete building plans and specifications and elevations with type and color of exterior materials and roofing materials explicitly noted; 2) plot plan with topographic improvements; 3) fencing, irrigation and landscaping plan. If said design, location, plans, specifications, and plot plan are not approved, or disapproved, within 30 days after they have been submitted in writing or, in any event, if no action to enjoin the construction has been commenced prior to its completion, approval will not be required, and the related covenants shall be deemed to have been complied with fully. At any time the then record owners of all of the lots within the subdivision shall have the power through a duly recorded written instrument to change the architectural control board, or the architectural review representative, or to withdraw from or restore to it or them, any powers or duties.

Section 5. No residential structure shall be erected on any building lot in the subdivision which does not conform to the setback lines drawn on the recorded plat of Baybridge Villas Subdivision. In no event shall any building be located nearer than 52 feet to the front lot line, nearer than 30 feet to the high water mark of Escambia Bay, or more than 6.5 feet from any side Lot line. Minor variances to the foregoing setback limitations may be granted by a written waiver executed by the architectural control board, or the architectural review representative, provided any such minor variance does not conflict with any building or zoning code or ordinance.

Section 6. No residential structure will be erected outside the setback lines as noted on the plat. Construction at grade on each lot shall not exceed 2,900 square feet of impervious surface. The City shall have the right to enforce this restriction. This restriction cannot be amended without the prior written consent of the City.

Section 7. The following are additional architectural or building requirements with respect to all residential structures located in Baybridge Villas Subdivision:

- 1) Major roof pitches shall not be any less than the major roof pitches of the adjacent Baybridge Condominium. Hip roofs shall not be permitted.
- 2) Exterior material shall be the same, or equivalent, to those exterior materials used in the adjacent Baybridge Condominium, and shall be the same color.
- 3) All roofs shall be constructed with Spanish style tile, with tile sizes, shapes, and color to be the same as or, if the exact tile is unobtainable, similar to the tile used on the adjacent Baybridge Condominium.
- 4) Lots may be fenced, subject to the following conditions and limitations:
 - i) The location of any fence shall not be any closer to the water than the landward side of the boardwalk.
 - ii) The location of any fence shall not be any closer to the street than the midpoint of the garage of any residential structure.
 - iii) All fences shall be constructed with the same type, height and material as the metal fence currently installed on the bay side of the boardwalk.
 - iv) The boardwalk shall not be fenced, except by fences parallel to the boardwalk and located on the landward side of the boardwalk.
 - v) Those limitations as set forth in Section 10 of this Article V.

Section 8. Construction of a dwelling unit shall be completed in not longer than six months from date of commencement, weather permitting, or a reasonable time thereafter, not to exceed ninety additional days.

Section 9. Each owner shall have the following obligations:

- (i) Maintain the complete exterior of his home in an excellent state of repair including exterior painting and roof maintenance.
- (ii) Each Owner, at the time of completion of construction of his dwelling unit, shall install a fully sodded lot of St. Augustine grass, and a minimum of two (2) trees indigenous to the area, one to be planted on the bay side of the dwelling and one to be planted on the road side of the dwelling, other landscaping as he desires (though the majority of the surface of each owner's lot shall be grassed), and a fully operational sprinkler system to ensure regular and proper irrigation. The sprinkler system shall be maintained in proper working order. The lawn and shrubs shall be cut, trimmed, raked, fertilized, etc., so as to maintain an excellent exterior appearance. No shrubs planted on the perimeter of any owner's lot shall be permitted to grow to a height in excess of four feet above the ground.

(iii) If items (i) or (ii), above, are not done by any Owner, the Association shall have the right of ingress and egress to accomplish said items and assess the Owner for all costs thereof, plus 15% for administrative costs.

Section 10. Fencing, vegetation or other improvements shall not be permitted to reduce or obstruct storm water drainage in the swales at the side and rear lot lines and along the paved access roads; these areas shall be kept cut, raked and clear of debris and vegetation other than grass. Utilizing the blanket easement granted to the City as noted upon the plat of Baybridge Villas Subdivision, the City may enter upon and inspect the Properties, and in particular the swale areas. If the swale areas are not maintained as required in this paragraph by either the lot owner(s) or the Baybridge Villas Homeowners Association, Inc., then the City shall have the right to take such corrective action as is reasonably needed to properly maintain the swale areas. The cost of such corrective actions, including administrative, professional and legal costs, shall be paid by the affected lot owner(s) or the Baybridge Villas Homeowners Association, Inc. within thirty days after the City has sent a statement reflecting the charges for such actions. Any amounts not paid within said thirty days shall become a lien of the City upon the affected property or properties until paid. The lien shall become effective upon the filing of a Notice of Lien setting forth the legal description of the property, the date and nature of the actions undertaken by the City, and the total amount of charges therefor. A copy of said Notice shall be sent by United States Mail to the owners of said affected properties as reflected in the current tax assessment rolls. Should it become necessary for the City to enforce the lien through foreclosure or legal action, or to otherwise attempt collection of the unpaid amounts, the affected lot owner(s) and/or the Baybridge Villas Homeowners Association, Inc., shall be liable for all expenses incurred in connection therewith including, but not limited to, attorneys' fees and costs of court. This restriction shall not be amended without the prior written consent of the City.

Section 11. Baybridge Villas Homeowners' Association, Inc. and the owners of all lots within the Subdivision will be responsible for maintaining the lawn on the right-of-way of U. S. Highway 98, between the existing brick wall and the highway, adjacent to the subdivision property, so as to maintain said grassed area with an excellent appearance acceptable to the City at all times, including cutting, trimming, fertilizing and irrigation. Said maintenance may be performed by the Condominium Association, with Baybridge Villas Homeowners' Association, Inc. bearing its proportionate share. The City shall have the right to enforce this restriction, and may enforce this restriction through the issuance of a municipal citation for a violation of the City's Zoning Code and Code of Ordinances. A violation of this section shall be considered and treated as a violation of the City's Zoning Code and Code of Ordinances and punishable as such. This restriction cannot be amended without the prior written consent of the City.

Section 12. The Baybridge Villas Homeowners Association, Inc. and the owners of all lots within the Subdivision will maintain the shrubbery planted by the developer adjacent to and on the exterior of the north side of the perimeter brick wall, and the shrubbery (if planted by the Developer) on the south boundary of Lot 6, so as to maintain said areas with an excellent appearance acceptable to the City at all times, including cutting, trimming, fertilizing and irrigation. The City shall have the right to enforce this restriction, and may enforce this restriction through the issuance of a municipal citation for a violation of the City's Zoning Code and Code of Ordinances. A violation of this section shall be considered and treated as a violation of the City's Zoning Code and Code of Ordinances and punishable as such. This restriction cannot be amended without the prior written consent of the City.

Section 13. The Baybridge Villas Homeowners Association, Inc. and the owners of all lots within the Baybridge Villas Subdivision will maintain in a condition acceptable to the City for the emergency uses intended the emergency ingress/egress to the Subdivision from U.S. Highway 98. The City shall have the right to enforce this restriction, and may enforce this restriction through the issuance of a municipal citation for a violation of the City's Zoning Code and Code of Ordinances. A violation of this section shall be considered and treated as a violation of the City's Zoning Code and Code of Ordinances and punishable as such. This restriction cannot be amended without the prior written consent of the City.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, and the City where it is specifically granted rights of enforcement, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, as well as currently existing restrictive covenants affecting the development. Failure by the Association or by any Owner, or the City where applicable, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Owners of not less than two-thirds (2/3) of the Lots. However, written approval must be obtained from the City with respect to those covenants, conditions and restrictions whereby the City has expressly been given the right to enforce or for which prior written consent of the City is expressly required in order to amend.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the properties, with the consent of 2/3 of all members entitled to vote.

ARTICLE VII ADDITIONAL RESTRICTIONS

(a) No trailer, mobile home, camper, motorbike, motorcycle, motor scooter, boat, boat trailer, house trailer, 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 automobiles), shall be parked in any driveway or on any lot in the subdivision except in a garage or other appropriate storage area.

(b) If one lot and all or a portion of an adjacent lot within the subdivision are utilized for one single-family residential purposes, the setbacks required herein shall be measured from the boundary lines of the entire building plot being then and there utilized and devoted to the single-family residence. Two fractional parts of adjacent lots may be utilized as a single-family residential building plot, provided that no plot will contain fewer square feet than the smallest plotted lot within the subdivision nor have a width, at the building setback line, of less than 62 feet.

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

(d) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on it 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.

(e) No outside clothesline or other items detrimental to the appearance shall be permitted on any lot. All garbage receptacles must be submerged to the level of the ground or in suitable approved enclosures. In addition, no basketball backboards and/or goals visible from the street shall be permitted on any lot.

(f) 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 no owner shall have more than one dog and one cat. All dogs shall be kept on a leash when outdoors, and shall not be permitted to run at large. Barking dogs shall be considered an annoyance to other owners and shall not be permitted. Pit bulldogs, or crossbreeds of pit bulldogs, will not be permitted under any circumstances.

(g) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

(h) No sign of any kind shall be displayed to the public view on any lot except one sign of reasonable size advertising the property for sale or rent or used by a builder to advertise the property during the construction and sales period.

(i) All electric and telephone service lines and wiring for any building erected on a lot shall be underground. In addition, all cablevision wiring shall be underground and no conventional television or shortwave antennas shall be permitted, nor shall any satellite dish be permitted.

(j) Easements for installation and maintenance of utilities are reserved where necessary for such installation and maintenance.

(k) No exploration or drilling for oil, gas or other minerals, and no oil refineries of any kind shall be permitted or allowed on any lot in said subdivision.

(l) All federal, laws of the State of Florida, the City of Gulf Breeze, the County of Santa Rosa and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewage disposal, water supply and sanitation are incorporated herein and made a part hereof.

(m) In the interest of public health and sanitation and in order that the property described above and all other land in the same locality may be benefitted by a decrease in hazards of pollution and for the protection of water supplies, recreation, wildlife and other public uses of storm drainage facilities, no owner or occupant of any lot in the subdivision shall use such lot for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system, any refuse, sewage or other material which might tend to pollute said waters.

(n) The Board of Directors of the Association is granted the right to waive minor violations of these covenants, upon determination by the Board of Directors of the Association that the violation waived is minor, and does not adversely affect the value

of the lots in the remainder of the development.

(o) If any Owner or occupant of any Lot in the development shall violate any of these covenants and restrictions while in force and effect, it shall be lawful for Declarant to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants or restrictions and either to prevent them from doing so or to recover damages for such violations.

(p) In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

(q) Invalidity of any of these covenants or restrictions or portions thereof by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

(r) The sides of all drapes visible to the outside of each owner's dwelling shall be white.

(s) No radio, stereo, or other device transmitting sound, live, or recorded, or any noise from any other source, shall be played in any loud manner. "Loud manner" is defined as any decibel level which could be an annoyance to neighboring units.

(t) Outdoor barbecue grills shall not be placed or used upon the boardwalk.

(u) Towels, clothing, blankets, etc., shall not be placed upon the fence on the boardwalk.

(v) Swimming pools, if fenced, shall be fenced with fencing material identical to the fence on the boardwalk.

(w) Owners shall not encourage sea gulls or other water birds to roost on or about their home or on the boardwalk, and the feeding of sea gulls and other water birds shall be prohibited.

(x) In recognition that the Subdivision is adjacent to property owned by the City and zoned and utilized as park lands; that the use of all such park lands be unencumbered and unaffected in any manner whatsoever by virtue of or relating to the presence, use or occupation of the Subdivision, or any portion thereof; that the general public is and shall continue to be entitled to use the park lands without any interference or interruption caused, directly or indirectly by the use or occupation of the Subdivision or any portion thereof; and that those entitled to use the park lands be able to do so to the fullest extent heretofore allowed by law and consistent with the use of such property as a municipal park, notwithstanding any effect such use may have upon the Subdivision, or upon any portion thereof, and/or upon any Owner or guest of any Owner; the Declarant, on behalf of itself and its successors and assigns, and on behalf of any person or entity which may obtain title to or an interest in any property within the Subdivision, forever waives, discharges and releases the City and any other person or entity legally responsible for the park lands or for uses thereupon from any and all claims, demands, rights and causes of action which it may now have or which it may acquire at any time in the future arising from or relating in any manner to the use of such property as a municipal park and/or the affect such use may have upon the Subdivision, any portion thereof, and/or any Owner or guest of any Owner, except for such claims, demands, rights and causes of action arising from uses or intended uses which, as of the date of recording this Declaration, are unlawful and inconsistent with the use of the property as a municipal park. It is agreed that this paragraph shall be construed in such a manner as to give effect to the premises and intentions set forth herein.

(y) The emergency ingress and egress as noted on the plat will be used by emergency vehicles only and in cases of emergency only. Other use of this egress is prohibited. The City shall have the right to enforce this restriction, and may enforce this restriction through the issuance of a municipal citation for a violation of the City's Zoning Code and Code of Ordinances. A violation of this section shall be considered and treated as a violation of the City's Zoning Code and Code of Ordinances and punishable as such.

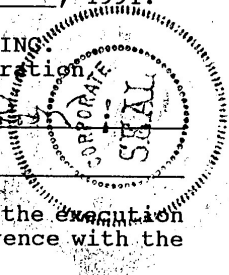
(z) There shall be no docks, piers or similar abutments extending from the Property into Escambia Bay, except that one common pier or dock shall be allowed, subject to the issuance of all appropriate and required permits and licenses from all applicable governmental entities or agencies. Any such pier or dock shall constitute additional Common Area of the Subdivision. This restriction cannot be amended without the prior written consent of the City. The City shall have the right to enforce this restriction.

IN WITNESS WHEREOF, PRI INVESTMENTS, INC. has caused this instrument to be executed by its President and its corporate seal to be affixed hereto this 19 day of December, 1991.

Signed, sealed and delivered in the presence of:

1. Thomas Faddis
2. RAHwood

PRI INVESTMENTS, INC.
a Florida corporation
By Charles F. Faddis
CHARLES F. FADDIS
Its President



Baybridge Condominium Association, Inc. joins in the execution of this Declaration to indicate its consent to concurrence with the terms and provisions hereof.

Signed, sealed and delivered in the presence of:

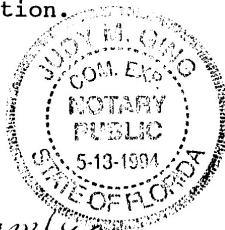
1. John T. Quinn
2. Tracy D. Coker

BAYBRIDGE CONDOMINIUM
ASSOCIATION, INC.
By John T. Quinn
Its President

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 19 day of December, 1991 by CHARLES F. FADDIS, as President of PRI INVESTMENTS, INC., a Florida corporation, by and for said corporation.

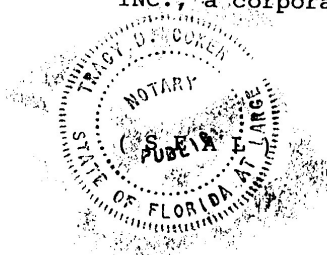
(S E A L)



Judy M. Grief
NOTARY PUBLIC
My Commission Expires: 5/13/94

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 16th day of December, 1991 by John T. Quinn, the President of BAYBRIDGE CONDOMINIUM ASSOCIATION, INC., a corporation, on behalf of that corporation.



Tracy D. Coker
NOTARY PUBLIC
My Commission Expires: 02-01-92

EXHIBIT "A"

LEGAL DESCRIPTION PREPARED BY BASKERVILLE-DONOVAN, INC.:

COMMENCE AT THE SOUTHEAST CORNER OF U.S. GOVERNMENT LOT 1 OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA;
THENCE PROCEED NORTH 06 DEGREES 07 MINUTES 40 SECONDS WEST ALONG THE EAST LINE OF LOT 1, A DISTANCE OF 1393.11 FEET;
THENCE PROCEED NORTH 87 DEGREES 07 MINUTES 40 SECONDS WEST, A DISTANCE OF 464.11 FEET;
THENCE PROCEED SOUTH 06 DEGREES 07 MINUTES 40 SECONDS EAST, A DISTANCE OF 268.27 FEET TO A POINT ON THE CURVED EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 30 (U.S. 98, R/W VARIES) SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1796.48 FEET, A CENTRAL ANGLE OF 10 DEGREES 37 MINUTES 30 SECONDS;
THENCE PROCEED NORTHWESTERLY ALONG THE AFORESAID CURVED RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 333.14 FEET, (CH. = 332.66 FEET, CH.BRG. = N 64°03'55" W) TO THE POINT OF TANGENCY;
THENCE PROCEED NORTH 69 DEGREES 22 MINUTES 40 SECONDS WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 127.59 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2088.79 FEET, A CENTRAL ANGLE OF 14 DEGREES 23 MINUTES 53 SECONDS;
THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 524.89 FEET (CH. = 523.52 FEET, CH.BRG. = N 62°10'44" W) TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2772.09, A CENTRAL ANGLE OF 09 DEGREES 42 MINUTES 44 SECONDS;
THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 469.90 FEET, (CH. 469.34 FEET, CH.BRG. N 46°40'00" W) TO THE NORTHWESTERLY CORNER OF BAYBRIDGE CONDOMINIUM PHASE 3 AS RECORDED IN CONDOMINIUM PLAT BOOK 1 AT PAGE 16 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA AND THE POINT OF BEGINNING;
THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE AND THE AFORESAID EASTERLY RIGHT-OF-WAY LINE, SAID CURVE HAVING A RADIUS OF 2772.09 FEET, A CENTRAL ANGLE OF 00 DEGREES 34 MINUTES 54 SECONDS, AN ARC DISTANCE OF 28.14 FEET, (CH. 28.14 FEET, CH.BRG. = N 41°31'11" W) TO A POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2073.79 FEET, A CENTRAL ANGLE OF 11 DEGREES 02 MINUTES 20 SECONDS;
THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 399.55 FEET, (CH. = 398.93 FEET, CH.BRG. N 35°42'34" W) TO A POINT ON SAID CURVE;
THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE GO NORTH 59 DEGREES 37 MINUTES 10 SECONDS EAST, A DISTANCE OF 130.06 FEET TO A SET BASKERVILLE-DONOVAN, INC. CONCRETE MONUMENT #0340;
THENCE CONTINUE NORTH 59 DEGREES 37 MINUTES 10 SECONDS EAST, A DISTANCE OF 144.94 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1798.79 FEET, A CENTRAL ANGLE OF 10 DEGREES 03 MINUTES 12 SECONDS;
THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 315.62 FEET, (CH. = 315.22 FEET, CH.BRG. S 35°11'16" E) TO A POINT ON SAID CURVE AND THE NORTHEASTERLY CORNER OF THE AFORESAID BAYBRIDGE CONDOMINIUM PHASE 3;
THENCE PROCEED SOUTH 32 DEGREES 07 MINUTES 49 SECONDS WEST ALONG THE NORTHERLY BOUNDARY LINE OF THE AFORESAID BAYBRIDGE CONDOMINIUM, A DISTANCE OF 97.04 FEET TO A FOUND NAIL AND DISC #3724 AND TO THE SHORELINE OF THE AFORESAID PENSACOLA BAY;
THENCE CONTINUE SOUTH 32 DEGREES 07 MINUTES 49 SECONDS WEST ALONG THE AFORESAID NORTHERLY BOUNDARY LINE OF BAYBRIDGE CONDOMINIUM PHASE 3, A DISTANCE OF 77.74 FEET;
THENCE PROCEED SOUTH 43 DEGREES 28 MINUTES 00 SECONDS WEST ALONG THE AFORESAID NORTHERLY BOUNDARY LINE OF BAYBRIDGE CONDOMINIUM PHASE 3, A DISTANCE OF 108.43 FEET TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 5, TOWNSHIP 3 SOUTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 2.389 ACRES, MORE OR LESS, INCLUDING 0.935 ACRES, MORE OR LESS, OF SUBMERGED LANDS IN PENSACOLA BAY.

** OFFICIAL RECORDS **
BK 1221 PG 550

SANTA ROSA COUNTY, FLORIDA
GERALD F. BARNES, CLERK