

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE PRESERVE AT CROWN POINTE

THIS DECLARATION is made this 6th day of March, 1996, by WEST FLORIDA DEVELOPERS, INC., a Florida Corporation.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain real property described in Exhibit "A" attached hereto and incorporated herein by reference as if set forth in full herein, all of which is located in Sections 25 and 26, Township 2 South, Range 31 West, Escambia County, Florida;

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

ARTICLE I - DEFINITIONS

Section 1 - Association. "Association" shall mean and refer to "The Preserve at Crown Pointe Homeowners Association, Inc." a Florida corporation not-for-profit, its successors and assigns, and shall promulgate, from time to time guidelines for lot owners.

Section 2 - Common Areas. "Common Areas" shall mean and refer to any and all real property (together with improvements thereon), or any interest therein, including all roads within the subdivision, which shall be private, owned by the Association for the common use and enjoyment of the Owners. The Common Areas shall include any area subject to an access, utility and greenbelt easement which is maintained by the Association. At the time of conveyance of the first Lot by Declarant, the Common Areas shall be that described on Exhibit "B."

Section 3 - Declarant. "Declarant" or "Developer" shall mean and refer to West Florida Developers, Inc., a Florida Corporation, its successors and assigns.

Section 4 - Declaration. "Declaration" shall mean and refer to this instrument and any recorded amendment or restatement hereof made pursuant to the terms hereof.

Section 5 - Lot. "Lot" shall mean and refer to each and all of the lots as shown on the plat of the subdivision of The Preserve at Crown Pointe.

Section 6 - Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot in the subdivision, including contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation.

Section 7 - Subdivision. "Subdivision" shall mean and refer to the real property and interests therein described in Exhibits "A" and "B" attached hereto.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

Section 1 - Membership. The Association shall consist of all Owners of Lots in the Development. Every Owner of a Lot in this Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

Class A. Class A shall be the Owners (with the exception of Declarant) of all Lots in the Development (as it is constituted from time to time), who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as determined by the Owners thereof, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The only Class B member shall be Declarant, which shall be entitled to three (3) votes for each Lot owned in the Development (as it is constituted from time to time). The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on December 31, 2001.

ARTICLE III - ARCHITECTURAL CONTROL

Section 1 - Prior Approval. No residential structure, building, fence, wall, light post, mailbox, detached storage or maintenance shed, landscaping, driveway, gate, shoreline protection structure, pier, boathouse, or other structure or improvement of any nature whatsoever shall be commenced, erected, placed, modified or altered on any Lot or Common Area in the subdivision until the design, location, plans, specifications have been approved in writing as to the quality of workmanship and materials, harmony of the exterior design with the requirement of this Declaration and with existing structures and location with respect to topography and finish grade by a majority vote of the Architectural Control Board, or by the Architectural Review Representative selected by a majority vote of the Architectural Control Board. In the event the Architectural Control Board, or the Architectural Review Representative, fails to approve or disapprove any complete set of plans within sixty (60) days after submission thereof in writing in accordance with this Article, such approval will not be required and this Article will be deemed to have been fully complied with. Not as any requirement, but only as a suggestion to the Architectural Control Committee, and all lot owners within the subdivision, declarant suggests that because of the curvature of the shoreline, waterfront lot owners join together in making application for, and if approved, construction of piers, boathouses, or the like.

Section 2 - Architectural Control Board. The Architectural Control Board shall consist of three (3) members at all times, who initially shall be Cynthia G. Homyak, David B. Taylor, and Steven Mack. If any of the members of the Architectural Control Board shall resign, become unable to serve or die, then the remaining member(s) shall appoint a successor member(s) to the Architectural Control Board, who need not be an Owner. At any time the Association, by a two-thirds vote of its members, shall have the right, through an instrument recorded in the public records of Escambia County, Florida, to remove a member of the Architectural Control Board or the Architectural Review Representative. Neither the Architectural Control Board nor the Architectural Review Representative, if any, shall receive any compensation for services rendered and performed hereunder; provided, however, that the Architectural Control Board shall have the right to charge a reasonable fee for review of plans submitted in accordance with this Article and construction inspection (such fee initially to be \$150.00), such fee reasonably calculated to reimburse the Architectural Control Board only for its actual out-of-pocket expenses (including employment of any professional advisors).

Section 3 - Construction Plans. All construction plans shall be thorough and complete; include all elevations; and reflect all exterior material types, design and color.

Section 4 - Inspection During Construction and Prior to Occupancy. The Architectural Control Board and the Architectural Review Representative shall have right to inspect the Owner's property and improvements during construction and prior to occupancy to insure construction in accordance with the construction plan submitted and approved by the Architectural Control Board or the Architectural Review Representative. Failure of an Owner to comply with the provisions of this Article III, or failure of an Owner to carry out construction in accordance with the provisions of this Article III, shall subject such Owner to such equitable (including specifically specific performance) and legal remedies, including payment of the prosecuting parties' reasonable legal fees and expenses.

ARTICLE IV - USE RESTRICTIONS

Section 1 - Use. All Lots shall be used and occupied solely for residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character, other than a home office specifically authorized by the Architectural Control Board or the Architectural Review Representative; provided, however, that in no event shall any such permitted home office be one where clients, customers, sales persons or others would routinely visit. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one single family structure with an attached garage (or a detached garage in conformity with architectural design of the residential structure) for at least two (2) vehicles, and a gazebo or guest house (designed in conformity with the architectural design of the residential structure). A servant's room, tool room and/or laundry room may be attached to the residential structure. Notwithstanding the foregoing, a builder who is currently active in constructing residences for sale within the Development may, with the prior approval of and within guidelines established by the Architectural Control Board, construct a residence within the Subdivision which may be used by that builder as a model home for customary purposes.

Section 2 - Square Feet and Setbacks. The main residential structure constructed on any waterfront lot shall not exceed thirty-five feet (35') in height from finished grade, and shall contain a minimum of 2,000 square feet, and for any interior lot shall not exceed thirty-five feet (35') in height from finished grade and shall contain a minimum of 1,800 square feet. Residential structures with more than one (1) story shall have a minimum ground floor area of at least 1,000 square feet. All residential structures and any permitted detached structures shall be set back at least twenty-five feet (25'), from the front Lot line; at least twenty-five feet (25') from the rear Lot line; and at least ten percent (10%) of the Lot width at the front building setback line or ten feet (10'), whichever is less, from all side

Lot lines. Waiver of any of the preceding fixed setback requirements is hereby granted for unintentional violations which do not exceed ten percent (10%) of the particular setback distance in question. Additional waivers of the preceding setback requirements (and those contained on any plat of the Subdivision) may be granted in writing by the Architectural Control Board or the Architectural Review Representative, but it is not contemplated that any such variances will be granted absent extraordinary circumstances. In the event the setbacks herein provided for are less than indicated upon any plat of the Subdivision, the setbacks set forth herein shall govern.

Section 3 - Determination of Square Footage. The minimum square foot area of the main residential structure shall be determined by multiplying the outside length and width dimensions of each habitable story of the structure, except that garages, open porches, patios, terraces and permitted detached structures shall not be taken into account in calculating the minimum square foot area required.

Section 4 - Antennas. No outside antennas, poles, masts, towers, satellite receiving dishes or the like shall be erected on any Lot without the prior written authorization of the Architectural Control Board or the Architectural Review Representative, and any such permitted satellite receiving dishes shall be fully concealed and shall not be visible from any Lot line, no radio transmitting equipment shall be erected on, or operated from, any lot. Notwithstanding the above, satellite dishes, the diameter of which does not exceed 24 inches, which are attached to any improvement located on any lot shall be allowed, only after the approval of same concerning both design and location has been obtained by the Architectural Review Committee,

Section 5 - Yards. The entire Lot (including any area located in road right-of-ways between the actual Lot line and paved surface of such roads); drives and landscaping must be diligently, properly and neatly maintained and kept sanitary at all times. All residential structures and permitted detached structures shall also be neatly, diligently and properly maintained and kept sanitary at all times. Failure to provide such maintenance shall be grounds for suit by any other property owner in the Subdivision, the Association, the Architectural Control Board and/or appropriate governmental agencies, and shall also subject such owner to the sanctions provided for in Article V, Section 11. That portion of any unimproved lot adjacent to any private roadway shall also be properly and neatly maintained and kept sanitary at all times.

Section 6 - Clotheslines. Outside clotheslines or other items detrimental to the appearance of the Subdivision shall not be permitted on any of the Lots except a clothesline which is enclosed or camouflaged from view from all Lot lines shall be permitted only to the rear of the back line of the residential structure when

approved in advance by the Architectural Control Board or the Architectural Review Representative.

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

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

Section 9 - Garages. Every residential structure shall include, at a minimum, a two-car garage. Off-the-road vehicles, jeeps, beach buggies, boats, campers, trailers, motor homes, recreational vehicles, vans, motorcycles, motorbikes, tractors, farm implements, mowers, commercial vehicles of any kind, or any other vehicle, machine, equipment or apparatus shall not be parked anywhere temporarily or permanently (except for short term parking not to exceed forty-eight (48) hours), except in garages, carports or otherwise enclosed or camouflaged, so as not to be detrimental to the appearance of the property from any Lot line.

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

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

Section 12 - Fences. No fences or walls shall be constructed and no hedge shall be planted until its design, construction and location are approved by the Architectural Control Board or the Architectural Review Representative. No fence or wall may be constructed and no hedge planted nearer to the front Lot line than the front of the residential structure. Any fence proposed by any Lot Owner shall be restricted to a white picket fence, which fence, or hedge, does not exceed four feet (4') in height.

Section 13 - Attractive. Residences and any permitted out buildings shall be designed so that all elevations are attractive in appearance.

Section 14 - Construction. Any construction commenced upon a Lot shall be pursued diligently and such construction must be completed within nine (9) months.

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

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

Section 17 - Resubdivision. All Lots shall be conveyed as a whole except that two (2) or more contiguous Lots may be resubdivided into an equal or lesser number of contiguous parcels provided that: (a) The square foot area of each resubdivided parcel equals or exceeds the square foot area of the smallest Lot in the Subdivision; and, (b) the Architectural Control Board and the Board of Directors of the Association shall approve same by an instrument recorded in the public records of Escambia County, Florida. Thereafter, such resubdivided Lots shall constitute Lots for purposes of this Declaration; provided, however, that no such resubdivision shall result in a lesser number of Lots for purposes of Article V hereof.

Section 18 - Compliance with the Laws. All federal laws, laws of the State of Florida, laws of Escambia County and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewage disposal, water supply, sanitation, storm drainage and land use are incorporated herein and made a part hereof.

Section 19 - Water. In the interest of public health and sanitation and in order that the Subdivision and all other land in the same locality may be benefitted by 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 or devise, any refuse, sewage, or other material which might tend to pollute.

Section 20 - Mining. No drilling, mining, exploration or the like for oil, gas or other minerals shall be permitted or allowed on or under any Lot in the Subdivision.

Section 21 - Underground Utilities. No above ground electrical, telephone, cable TV, radio or other such wiring or utility service shall be permitted except in the Common Areas (as herein defined) between the northerly edge of paving of the access road and the southerly right-of-way line of Highway 98.

Section 22 - Variances. The Architectural Control Board and the Architectural Review Representative shall have the authority to waive in writing violations of any of the provisions of this Article IV and/or grant deviations or variances where it is clearly demonstrated by the Owner or other person requesting same that doing so will not impact adversely upon the aesthetic qualities of the proposed improvements, the Lot upon which same is located and the Subdivision as a whole, and, that same is consistent with a first class single residential subdivision. Neither the Architectural Review Representative, the Architectural Control Board, nor any of its members shall in any way or manner be held liable to any Owner, the Association, or any other person or entity for its good faith exercise of the discretionary authorities conferred by this Section.

ARTICLE V - ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation Assessments. The Owner of each Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) an annual assessment; and, (b) any special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable legal fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable legal fees, shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, construction, management, care and maintenance of any Common Area, any property owned by the Association or in which it has an interest, or any public or private property adjacent to, or in the same general locality as the Development. The Association shall have the obligation to maintain any Common Areas (including, without limiting the generality of the foregoing, any and all easements, drainage facilities, structures, holding and retention ponds, and the like,

whether denominated as such or otherwise) and shall pay all ad valorem property taxes assessed upon them. The Association may fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any Common Areas.

Section 3 - Annual Assessments. Until January 1, 1997, the maximum annual assessment shall be \$150.00 per Lot.

- A. From and after January 1, 1997, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the potential maximum assessment for the previous year without a vote of the membership.
- B. From and after January 1, 1997, the maximum annual assessment may be increased above twenty-five percent (25%) of the previous year's potential maximum assessment by a vote of two-thirds (2/3) of the Lot Owners then entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose.
- C. The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.
- D. Regardless of the provisions above, the Association shall be obligated to pay all ad valorem property taxes upon any Common Area, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 4 - Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, improvement, or maintenance upon any Common Areas or any real property owned by the Association or in which it has an interest, or public or private property adjoining or in the same general locality as the Development, including fixtures and personal property related thereto, provided that any assessment shall have the assent of two-thirds (2/3) of the votes of the Owners then entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

Section 5 - Segregation of Funds. Funds collected by the Association from annual assessments and any special assessments shall be maintained separately. Notwithstanding the requirement that separated and segregated funds are required as aforesaid, there need be no physical division of such funds and same may be held in a consolidated account in which each separate fund has an undivided interest.

Section 6 - 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(b) or 4 of this Article shall be sent by United States Mail, postage prepaid, to all Owners (as of ninety (90) days prior to date of mailing such notice) not less than fifteen (15) days nor more than sixty (60) days in advance of this meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be one-third (1/3) 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 7 - Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots in the Development; provided, however, Declarant shall not be obligated to pay any annual assessments for Lots owned by it for years prior to 1996.

Section 8 - Annual Assessment Periods and Due Dates. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence prior to the first day of the first month after this document is recorded in the public records of Escambia County, and shall commence thereafter as determined by the Association. Upon commencement, the Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessment. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9 - Effect of Nonpayment of Assessments; Remedies of the Association. Any annual or special assessment not paid within thirty (30) days after the due date shall bear a late charge of ten percent (10%) of the assessment amount, plus interest from

the due date at the highest legal rate. The Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or abandonment of his Lot.

Section 10 - Subordination of Assessment Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

Section 11 - Maintenance. In the event an Owner shall fail (after thirty (30) days written notice from the Association, the Architectural Control Board or the Architectural Review Representative sent United States Mail, postage prepaid) to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion and otherwise satisfactory to the Board of Directors of the Association, the Architectural Control Board or the Architectural Review Representative may have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvements erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law (if not paid within ten (10) days after written demand therefore), as well as reasonable legal fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of the Owner of such Lot at the time such maintenance is performed.

ARTICLE VI - COMMON AREAS

Section 1 - Owner's Easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon any Common Areas:
- B. The right of the Association to suspend the voting rights and the right of an Owner to use and enjoy the Common Areas for any period during which any assessment against his Lot remains unpaid or any violation of the provisions of this Declaration remains uncured; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities;
- C. The right of the Association to dedicate or transfer all or any part of any Common Areas to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by the Owners then entitled to cast two-thirds (2/3) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Owner not less than thirty (30) days and no more than sixty (60) days in advance; provided, however, that for a period of five (5) years from date of recording this Declaration, Declarant may, without action of the Association, grant such easements, licenses or the like across, to or under all or any portion of the Common Areas which Declarant, in its sole discretion, deems appropriate or necessary for the benefit of any or all Owners;
- D. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property, but the rights of said mortgagee in said properties shall be subordinate to the rights of Owners hereunder;
- E. The right of the Association to reasonably limit the use of any Common Areas by published rules and regulations, including the number of guests and prescribing hours of usage.

Section 2 - Delegation of Use. Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance

with the bylaws of the Association, his right of use and enjoyment of the Common Areas and facilities to the members of his family, guests, tenants, contract purchasers who reside on the property, contractors performing work for the Owner, suppliers and purveyors of services solicited by the Owner, and deliverymen.

Section 3 - Grant/Reservation of Easements.

- A. Declarant does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas unto each and all law enforcement, fire fighting and postal or delivery organizations, and to any other persons, organizations or entities who, in the normal course of their operation, respond to public or private emergencies, or who provide public or private utility services.
- B. Declarant, for itself, its successors and assigns, does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under and to all Common Areas and all streets within the Subdivision for purposes of construction thereon and thereabout of improvements, sale of Lots and such other purposes and uses as Declaration deems appropriate or necessary in connection with the sale and development of the Lots within the Subdivision and the proposed Development.
- C. A general utility easement 5 feet in width along all interior and rear Lot lines of each Lot for purposes of installation and maintenance of public utilities and drainage easements is hereby reserved. Within such easements, no structures, planting or other materials of a permanent nature (other than fencing) shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of such utilities, or which may change the direction or flow of drainage channels in the easements, or obstruct or retard the flow of water through any such drainage channels. This easement area of each Lot and all improvements within same shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.
- D. Declarant, for itself, its successors and assigns, does hereby reserve a non-exclusive perpetual general utility easement, including right of ingress and egress for purposes of installation and

maintenance of public utilities and drainage systems; and does further reserve a perpetual non-exclusive easement and right of ingress and egress across the Common Areas as described in "Exhibit B" attached hereto, for the benefit of Owners of Lots described in "Exhibit A."

ARTICLE VII - WETLAND RESTORATION AND ECOLOGICAL PRESERVE

Section 1. Declarant hereby sets of record that it, and/or its successors and/or assigns, has or will, on approximately 170 acres of real property located adjacent to and contiguous to the real property described in Exhibit "A" attached hereto, create an ecological preserve and wetland restoration area. Said creation of an ecological preserve and wetland restoration area shall be in strict accordance with that dredge and fill permit issued by the United States Army Corps of Engineers, Department of the Army, Jacksonville District, Permit No. 199500025(IP-BL) and the mitigation plan attached to said permit, the primary objective of such permit and mitigation plan is to restore acreage to a wet savanna that is dominated by pitcher plant and wiregrass. From time to time declarant, and/or its successors and assigns, shall conduct controlled burning on the property subject to the permit referred to herein.

ARTICLE VIII - GENERAL PROVISIONS

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

Section 2 - Severability. Invalidation of any one of the covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect thereafter.

Section 3 - Duration and Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the Lots, shall be deemed a part of all deeds and contracts

for conveyance of any and all Lots, and shall be binding on all Owners and all persons claiming under them until January 1, 2020, unless amended by an instrument signed by two-thirds (2/3) of the Lot Owners then entitled to exercise two-thirds (2/3) of the voting rights as set forth in Article II, Section 2. After January 1, 2020, this Declaration shall be automatically extended for successive periods of ten (10) years, unless amended by an instrument signed by a majority of the then Lot Owners. Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time within two (2) years after date hereof if doing so is necessary or advisable to:

- A. Accommodate FHA, VA, FNMA or the like financing of residential structures within the Subdivision; or
- B. To correct any scrivener's errors herein contained or to clarify any ambiguities contained herein.



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

Section 4 - Nonliability of Association, et al. Neither the Association, Declarant, the Architectural Control Board nor the Architectural Review Representative shall, in any way or manner, be held liable to any Owner or any other person or entity for failure to enforce, or for any violation of, the restrictions, conditions, covenants, reservations, liens or charges herein contained by any Owner, other than itself.

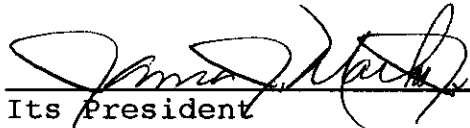
Section 5 - Miscellany. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title. Unless otherwise expressly provided herein, the requirements of the Association to give any type of notice provided herein may be satisfied by mailing said notice, postage prepaid, to the last mailing address of the Owner as reflected on the records of the Association.

IN WITNESS WHEREOF, WEST FLORIDA DEVELOPERS, INC., a Florida Corporation, has, pursuant to due and proper authorization of its Shareholders and Directors, caused this instrument to be executed by its President and its corporate seal to be affixed hereto as of the date and year first above written.

Signed, sealed and delivered
in the presence of:


Cynthia G. Honyak

Michael E. Green

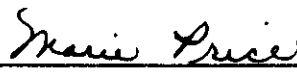
WEST FLORIDA DEVELOPERS, INC.

By: 
Its President
James J. Marks, Jr.
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this
6TH day of March, 1996, by James J. Marks, Jr.,
as President, of WEST FLORIDA DEVELOPERS, INC., a Florida
Corporation, on behalf of the Corporation. He/is personally known
to me or has produced _____ as identification.


Printed Named: MARIE PRICE
Notary Public - State of Florida
Commission No.: AA753352
My Commission Expires: 3-8-98
(Affix Official Seal)

MARIE PRICE
NOTARY PUBLIC-STATE OF FLORIDA
COMMISSION EXPIRES MARCH 8, 1998
COMMISSION # AA753352

This Instrument Was Prepared By:
Alan B. Bookman, of
EMMANUEL, SHEPPARD & CONDON
30 S. Spring Street
Post Office Drawer 1271
Pensacola, Florida 32596
ES&C File No.: W416-20003

djn\w20003\dec.1

Legal Description

A portion of Sections 15 and 26, Township 2 South, Range 31 West, Escambia County, Florida, being more particularly described as follows:

Commence at the Section Corner common to Sections 15, 16, 25 and 26, Township 2 South, Range 31 West, Escambia County, Florida, and run thence South 83°47' 01" West, 1220.30 feet to a point which is the point of beginning. From said point of beginning run thence North 16°45' 04" West, a distance of 600.25 feet; thence run North 16°50' 30" West, a distance of 844.38 feet; thence run North 16°49' 52" West, a distance of 741.54 feet; thence run South 21°36' 50" West, a distance of 250.00 feet; thence run North 68°23' 10" West, a distance of 50.0 feet; thence run North 16°49' 52" West, a distance of 215.00 feet; thence run North 21°36' 50" East, a distance of 80.0 feet; thence run North 68°23' 10" West, a distance of 166.33 feet to a point on the mean high water line of Perdido Bay; thence in a Southerly direction following the mean high water line of Perdido Bay run South 02°12' 15" West, (this and the next 13 calls are along said mean high water line) a distance of 76.76 feet; thence run South 12°06' 47" West, a distance of 63.09 feet; thence run South 11°34' 31" East, a distance of 121.15 feet; thence run South 11°14' 52" West, a distance of 88.44 feet; thence run South 16°23' 47" West, a distance of 122.06 feet; thence run South 21°55' 12" West, a distance of 157.00 feet; thence run South 17°44' 06" West, a distance of 127.11 feet; thence run South 27°40' 04" West, a distance of 84.37 feet; thence run South 42°51' 27" West, a distance of 85.30 feet; thence run South 47°35' 12" West, a distance of 153.70 feet; thence run South 48°53' 15" West, a distance of 82.90 feet; thence run South 29°14' 26" West, a distance of 55.38 feet; thence run South 46°05' 47" West, a distance of 118.61 feet; thence run South 38°42' 58" West, a distance of 12.66 feet; thence leaving the mean high water line of Perdido Bay run South 44°52' 29" East, a distance of 193.85 feet to a point on the westerly right-of-way boundary of a roadway (50' R/W), said point being on a curve concave to the East and having a radius of 361.73 feet; thence run in a Southwesterly direction along said curve (tangent into the curve bears South 31°54' 28" West) through a central angle of 18°53' 16" for an arc distance of 119.24 feet (chord bears South 22°27' 50" West, 118.71 feet); thence leaving the road run North 59°53' 29" West, a distance of 156.63 feet; thence run North 44°52' 29" West, a distance of 95.11 feet to a point on the mean high water line of Perdido Bay; thence run South 58°39' 35" West, (this and the next four (4) calls are along said mean high water line) a distance of 34.54 feet; thence run South 34°42' 35" West, a distance of 116.89 feet; thence run South 22°39' 54" West, a distance of 100.53 feet; thence run South 08°06' 54" West, a distance of 133.89 feet; thence run South 32°47' 00" East, a distance of 24.98 feet; thence leaving the mean high water line of Perdido Bay run North 78°05' 47" East, a distance of 346.19 feet to a point on the westerly right-of-way boundary of the aforementioned roadway (50' R/W), said point being on a curve concave to the East and having a radius of 361.73 feet; thence run in a Southeasterly direction along said curve through a central angle of 07°05' 04" for an arc distance of 44.73 feet to a point of tangency (chord bears South 13°19' 57" East, 44.70 feet); thence run South 16°52' 29" East along said boundary of said road, a distance of 264.66 feet to a point of curve concave to the Northeast and having a radius of 192.97 feet; thence run in a Southeasterly direction along said curve through a central angle of 22°20' 10" for an arc distance of 75.23 feet (chord bears South 28°02' 34" East, 74.75 feet); thence leaving the road run South 49°19' 03" West, a distance of 67.07 feet; thence run South 80°29' 45" West, a distance of 189.93 feet; thence run North 46°22' 29" West, a distance of 89.45 feet to a point on the mean high water line of Perdido Bay; thence run South 01°56' 46" West (this and the next call are along said mean high water line), a distance of 34.20 feet; thence run South 04°06' 53" East, a distance of 101.87 feet; thence leaving the mean high water line of Perdido Bay thence run South 46°22' 29" East, a distance of 160.0 feet; thence run North 32°19' 16" East, a distance of 214.42 feet; thence run South 54°40' 44" East, a distance of 117.13 feet; thence run North 81°32' 31" East, a distance of 519.22 feet; thence run South 53°43' 08" East, a distance of 202.72 feet; thence run South 25°58' 40" East, a distance of 288.89 feet; thence run North 64°03' 20" East, a distance of 135.0 feet to a point on the westerly right-of-way boundary of the aforementioned roadway (50' R/W); thence along said roadway run South 25°56' 40" East (this and the next calls are along said boundary of said roadway), a distance of 474.07 feet to a point of curve concave to the Southwest and having a radius of 500.00 feet; thence run in a Southeasterly direction along said curve through a central angle of 05°48' 23" for an arc distance of 50.67 feet (chord bears South 23°02' 29" East, 50.65 feet) to a point of tangency; thence run South 20°08' 17" East, a distance of 116.20 feet to a point of curve concave to the Southwest and having a radius of 1163.01 feet; thence run in a Southeasterly direction along said curve through a central angle of 04°49' 12" for an arc distance of 97.84 feet (chord bears South 17°43' 41" East, 97.81 feet) to a point of tangency; thence run South 15°19' 05" East, a distance of 26.64 feet to a point on the Northerly boundary of that property conveyed to Reliant Contractors; thence leaving the westerly right-of-way of said roadway run North 60°21' 21" East along the said Northerly boundary of that property conveyed to Reliant Contractors, a distance of 51.60 feet to a point on the easterly right-of-way boundary of said roadway; thence run North 15°19' 05" West, a distance of 13.87 feet to a point of curve concave to the Southwest and having a radius of 1213.01 feet; thence run in a Northwesterly direction along said curve through a central angle of 04°49' 12" for an arc distance of 102.04 feet (chord bears North 17°43' 41" West, 102.01 feet) to a point of tangency; thence run North 20°08' 17" West, a distance of 116.20 feet to a point of curve concave to the Southwest and having a radius of 550.0 feet; thence run in a Northwesterly direction along said curve through a central angle of 05°48' 23" for an arc distance of 55.74 feet (chord bears North 23°02' 29" West, 55.71 feet) to a point of tangency; thence run North 25°56' 40" West, a distance of 474.07 feet; thence leaving the roadway run North 64°03' 20" East, a distance of 251.35 feet to the point of beginning. Containing 45.86 acres, more or less.

Legal Description

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LESS AND EXCEPT:

All platted lots as shown on the Plat of The Preserve at Crown Pointe.

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-353116

RCD Jan 06, 1997 10:10 am
Escambia County, Florida