

Downtown Pensacola
139 East Government Street
Pensacola, FL 32502
[p] 850.466.3255 [f] 850.466.3258



Grand Boulevard at Sandestin®
495 Grand Boulevard, Suite 206
Miramar Beach, FL 32550
[p] 850.269.7216 [f] 850.269.6801

Suzanne Blankenship Stephen Lowery
John Trawick
* Board Certified Construction Lawyer
www.coastalalg.com

February 25, 2013

Ken Olevson, President
San De Luna Homeowners' Association, Inc.
1624 Crow Court
Sunnyvale, CA 94087-4623

RE: San De Luna Homeowners' Association, Inc.
 Our File No. 10-40-0427

Dear Ken:

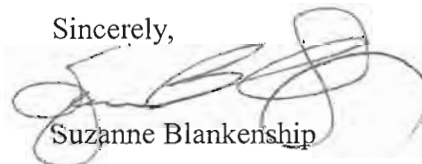
Enclosed please find, for your records, a copy of the following:

1. Certificate of Recording and Filing Statutory Notice, Chapter 712, Florida Statutes, for San De Luna Homeowners' Association, Inc. recorded on January 31, 2013 in O.R. Book 6969, Page 362 of the Public Records of Escambia County, Florida;
2. Resolution of San De Luna Homeowners' Association, Inc. signed by Sharon de Castro, Secretary;
3. Copy of correspondence and supporting documentation mailed to owners on January 22, 2013; and
4. Copy of proof of publication of the Statutory Notice published in the Escambia Sun Press on February 7 and February 14, 2013.

I recommend that you simply notify your membership (email notification will suffice) that the Notice was recorded on January 31, 2013 at Official Records Book 6969, Page 362 of the Public Records of Escambia County, Florida.

We appreciate the opportunity to be of assistance to you in this matter. If you have any questions or need any additional information please do not hesitate to contact our office.

Sincerely,



Suzanne Blankenship

SGB/jcj
Enclosure(s)

**RESOLUTION OF SAN DE LUNA
HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for San De Luna Homeowners' Association was recorded on March 3, 1983 in Official Records Book 1736, Page 918 of the Public Records of Escambia County, Florida; and

WHEREAS, the Association desires to preserve the Declaration of Covenants, Conditions and Restrictions pursuant to chapter 712, Florida Statutes; and

WHEREAS, the following directors were in attendance at a properly called Board Meeting held January 30, 2013, constituting all five members of the Board: Mike Perry, Sharon De Castro, Ken Cope, Tom Kennedy, and Ken Olevson.

THEREFORE, BE IT RESOLVED, that, following a unanimous vote by the Board of Directors of the Association at a properly called Board Meeting held January 30, 2013, said Board of Directors has adopted this Resolution, in its entirety, which shall serve as the authorization resolution for San De Luna Homeowners' Association, Inc., to take the necessary action to preserve the Declaration of Covenants, Conditions and Restrictions originally recorded on March 3, 1983 in Official Records Book 1736, Page 918 of the Public Records of Escambia County, Florida.

The undersigned hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records and seal of San De Luna Homeowners' Association, Inc., a Florida Non-Profit corporation duly formed pursuant to the laws of the State of Florida, and that the foregoing is a true record of a Resolution duly adopted at a meeting of the Board of Directors of said Association, and that said meeting was held in accordance with state law and the governing documents of the above-named Association, and that said Resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal on this 30th day of January, 2013.


SHARON DE CASTRO, Secretary

This document prepared by:
Suzanne Blankenship, Esquire
Coastal Association Law Group, P.L.
139 E. Government Street
Pensacola, FL 32502
(850) 466-3255
Our File No. 10-40-0427

COPY

**CERTIFICATE OF RECORDING AND FILING STATUTORY NOTICE, CHAPTER 712,
FLORIDA STATUTES, FOR SAN DE LUNA HOMEOWNERS' ASSOCIATION, INC.**

**NOTICE OF INTEREST IN
REAL PROPERTY
Chapter 712, Florida Statutes**

**SAN DE LUNA HOMEOWNERS' ASSOCIATION, INC.
P.O. BOX 11690
PENSACOLA, FL 32524**

I, Suzanne Blankenship, attorney for San De Luna Homeowners' Association, Inc. (hereinafter "Association"), hereby certify:

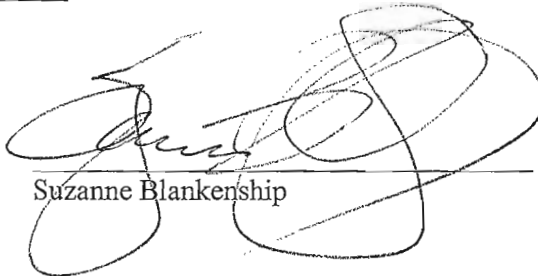
1. The following is presented for recording in the Public Records of Escambia County, Florida, pursuant to sections 712.05 and 712.06, Florida Statutes, by Sharon De Castro, secretary and director of San De Luna Homeowners' Association, Inc., on behalf of the Association, to preserve and protect an interest in real property from extinguishment under the Marketable Record Title Act:

- a. Statutory Notice, Chapter 712, Florida Statutes for San De Luna Homeowners' Association, Inc.;
- b. Affidavit of Sharon De Castro;
- c. Meeting Notice of San De Luna Homeowners' Association, Inc.

2. The Association is filing and recording this certificate based upon unanimous approval of the members of the board of directors of San De Luna Homeowners'

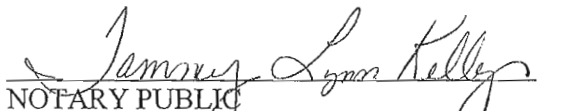
Association, Inc. at its January 30, 2013 meeting, the Meeting Notice of which is attached hereto as memorialized in that certain Resolution on file with the Association.

Dated this 31st day of January, 2013.


Suzanne Blankenship

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of January, 2013, by Suzanne Blankenship, Esquire, attorney for San De Luna Homeowners' Association, Inc.


NOTARY PUBLIC
Print Name: Tammy Lynn Kelly
Commission Number _____
My Commission Expires: _____

personally known OR
 produced _____ as identification



STATUTORY NOTICE
Chapter 712, Florida Statutes

SAN DE LUNA HOMEOWNERS' ASSOCIATION, INC.
P.O. BOX 11690
PENSACOLA, FL 32524

STATEMENT OF MARKETABLE TITLE ACTION

The San De Luna Homeowners' Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 1736, Page 918, of the public records of Escambia County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Escambia County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

DESCRIPTION OF ALL LAND AFFECTED BY NOTICE

Commencing at the Southwest corner of Block A, Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, page 63, of the public records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the point of tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the south, thence North 87°54'30" West along the said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point A); thence run South 4°06'15" West along line last traversed 209.45 feet to the northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet for the point of beginning; thence run North 2°05'30" East for a distance of 330.80 feet to an iron pipe; thence continue North 2°05'30" East 15 feet more or less to a point on the ordinary high water line of Santa Rosa Sound, said point hereinafter known as Point "C"; thence beginning again at the Point of Beginning, run along said North right-of-way line of Fort Pickens Road South 87°54'30" East for a distance of 441.78 feet; thence run North 2°05'30" East for a distance of 439.81 feet to an iron pipe; thence continue North 2°05'30" East 20 feet more or less to a point on the ordinary high water line of Santa Rosa Sound, said point hereinafter known as Point "D"; thence meander southwesterly along said high water line 455 feet more or less to Point "C" and the termination of this description (the "Properties").

Attached hereto and incorporated herein as Exhibit "A" is a certified copy of that certain Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 1736, Page 918, of the public records of Escambia County, Florida, to be preserved.

SAN DE LUNA HOMEOWNERS' ASSOCIATION,
INC.

By: *Sharon de Castro*
SHARON DE CASTRO, Secretary

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me on this the 22 day of January, 2013, by Sharon De Castro, Secretary of San De Luna Homeowners' Association, Inc., a Florida not for profit corporation.

 Personally Known

OR

 ✓ Produced Identification

Type of Identification Produced Louisiana Driver License

Suzanne Blankenship
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Suzanne Blankenship
My Commission Expires: DD 806351
Commission Number: November 16, 2012



97.00

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DECLARATION, made this 23 day of February, 1983, by SOUND VENTURE, LTD., a Florida limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of a leasehold estate in the following described property located in Escambia County, Florida, to-wit:

Commencing at the Southwest corner of Block A, Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, page 63, of the public records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the point of tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the south, thence North 87°54'30" West along the said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point A); thence run South 4°06'15" West along line last traversed 209.45 feet to the northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet for the point of beginning; thence run North 2°05'30" East for a distance of 330.80 feet to an iron pipe; thence continue North 2°05'30" East 15 feet more or less to a point on the ordinary high water line of Santa Rosa Sound, said point hereinafter known as Point "C"; thence beginning again at the Point of Beginning, run along said North right-of-way line of Fort Pickens Road South 87°54'30" East for a distance of 441.78 feet; thence run North 2°05'30" East for a distance of 439.81 feet to an iron pipe; thence continue North 2°05'30" East 20 feet more or less to a point on the ordinary high water line of Santa Rosa Sound, said point hereinafter known as Point "D"; thence meander southwesterly along said high water line 455 feet more or less to Point "C" and the termination of this description (the "Properties").

which ownership is by virtue of an Assignment of Lease dated April 16, 1982, and recorded in Official Record Book 1635 at page 619 of the public records of Escambia County, Florida, which assigns a portion of an Amended Lease from the Santa Rosa Island Authority which Amended Lease is dated February 25, 1982, and is recorded in Official Record 1624 at page 410 of the public records of Escambia County, Florida.

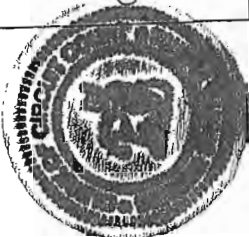
NOW, THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold, conveyed, transferred, occupied and leased or subleased subject to the following easements, restrictions, covenants, and provisions for liens and charges, which are for the purpose of protecting the value and desirability 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 San De Luna Homeowners' Association, Inc., its successors and assigns.

THIS INSTRUMENT PREPARED BY:
LARRY W. BROWN, JR.
LARRY W. BROWN, et al
126 S. PALMWAY ST.
PENSACOLA, FLORIDA 32501

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: Cathy M. Kert D.C.
DATE: January 18, 2013



Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a leasehold or subleasehold interest in any living unit which is a part of the properties, including contract sellers 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 hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to that portion of the properties on which a townhouse unit has been constructed by the developer and which is intended to be conveyed by the developer to an owner with the legals for each individual lot being those as shown on the attached Exhibit A consisting of 32 separate legal descriptions.

Section 5. "Townhouse Unit" shall mean and refer to any portion of a building situated upon the properties which is designated and intended for the use and occupancy as a residence by a single family.

Section 6. "Declarant" shall mean and refer to Sound Venture, Ltd., a Florida limited partnership, its successors and assigns if such successors or assigns should acquire more than one townhouse unit from the Declarant for the purpose of completing the development and/or sale of the living units.

Section 7. "Master Lease" shall mean and refer to that certain Amended Lease Agreement between Santa Rosa Island Authority and Johnnie Sue Harper Allen and Allen R. Levin, as Trustees, dated February 25, 1982, and recorded in Official Record Book 1624 at page 410 of the public records of Escambia County, Florida, as amended by document dated February 23, 1983 and recorded in Official Record Book 1736, page 416, of the public records of Escambia County, Florida.

Section 8. "Living Unit" shall mean and refer to a lot and the townhouse unit constructed thereon.

Section 9. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be held by the Association as owner at the time of the execution and delivery of the first assignment of lease or sublease to the first living unit included within the properties is described as follows:

The legal description for the common area shall be "the Properties", as defined herein, less and except the area contained within the thirty-two (32) separate legal descriptions as shown on the attached Exhibit A.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owners' Easements of Ingress and Egress. Every present and future owner of any Living Unit, their respective heirs, personal representatives, successors and assigns, and their invitees and guests shall have and do hereby have a non-exclusive private but perpetual easement for ingress and egress with and without motor vehicles on, over and along that portion of the Common Area which consists of a paved private road and paved parking area and shall and do hereby have the right to freely use said paved private road as such and to park motor vehicles in the parking area without obstructing the movement of other motor vehicles thereon. In construing the rights of the parties under this paragraph, it shall be considered that said paved private road and parking area were constructed for the joint use of the owners of said properties, their invitees and guests. Every present and future owner of any Living Unit, their respective heirs, personal representatives, successors and assigns, and their invitees and guests shall and do hereby have a non-exclusive private but perpetual easement on and over all of the Common Area, whether paved or unpaved, for the purposes of pedestrian use for ingress and egress to any Living Unit, or to any structure on the Common Area, or to the waters of Santa Rosa Sound.

Every present and future owner of any Living Unit, their respective heirs, personal representatives, successors and assigns, and their invitees and

guests, shall have an easement over the exterior second floor deck area on the parking lot side of any of the Living Units for pedestrian purposes for ingress and egress to their respective Townhouse Units. Further, every present and future owner of any Living Unit, their respective heirs, personal representatives, successors and assigns, and their invitees and guests, shall have an easement over that portion of the ground level area of any Living Unit as may be reasonably necessary to gain ingress and egress by pedestrian means to and from the stairs leading to and from the Living Units to the Common Area on the parking lot side and on the water side of the Living Units.

All of the above-referenced easements for ingress and egress shall be appurtenant to and shall pass with the title to every Living Unit.

Section 2. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to all of the Common Area which shall be appurtenant to and shall pass with the title to every Living Unit, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which the assessment against his living unit remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(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 purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the bylaws, 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 4. Parking Rights. Each owner may use the ground floor area directly under his Townhouse Unit for parking if accessible and not precluded by the location of the stairs leading to the living units. Otherwise, parking shall be provided in the common area for those owners who do not have accessible areas under their Townhouse Units. All parking on the properties by owners, their guests and invitees shall be subject to the reasonable rules and regulations as adopted from time to time by the Board of Directors of the Association.

Section 5. The developer retains an easement over the Common Area to complete the construction of the townhouse units. However, this easement shall terminate once the developer has transferred the title to all of the Living Units to individual owners.

Section 6. For the purposes solely of performing the exterior maintenance or repairs required by this Declaration of Covenants, Conditions, and Restrictions, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any Living Unit at reasonable hours.

Section 7. Storm Water Runoff Easement. Each owner of a Living Unit grants to each adjoining owner an easement over and across each such owner's Living Unit for the following purposes:

(a) Storm water runoff from roofs or other structures.

(b) Any eave or other overhanging structure which may exist upon completion of the Living Units.

Section 8. Utility Easements. All Townhouse Units are constructed on pilings resulting in an open space underneath each unit on the ground floor area. An easement is hereby created and reserved for the placement, repair, maintenance and existence of wires, piping, conduit, and

other necessary items for the transmission of water, electricity, telephone service, sewage and other utilities to and from each Individual Living Unit over, under, across and through the ground floor open area under each Townhouse Unit, and within any subflooring of a Townhouse Unit lying below the finished floor of a Townhouse Unit (including the right and the easement to insert such nails, screws or other apparatus to hold and secure all items necessary for the transmission of the utilities mentioned above). The easement referenced in this Section shall also exist in favor of any utilities wherever located within a Living Unit at the completion of the construction of the Living Units.

Section 9. All rights and easements granted or reserved under this Article shall be subject to such reasonable rules and regulations as may be from time to time duly adopted by the Board of Directors of the Association.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Living Unit 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 Living Unit which is subject to assessment.

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

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

Class B: The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Living Unit owned including those Living Units proposed to be built on the property and any Living Units already under construction. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, which occurs earlier:

- (a) Four (4) months after the total votes outstanding, in the class A membership equal the total votes outstanding in the Class B membership, or
- (b) February 1, 1986.

ARTICLE IV. COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each living unit owned within the properties, hereby covenants, and each owner of any living unit by acceptance of an Assignment of Lease, Sublease or other document of conveyance therefor, whether or not it shall be so expressed in such document of conveyance, is deemed to covenant and agree to pay to the Association:

1. Annual assessments or charges.
2. 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 attorney's fees, shall be a charge on the ownership in the living unit and shall be a continuing lien upon said living unit against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such living unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed.

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 in the properties and for the improvement and maintenance of the Common Area and for the improvement and maintenance of the living units situated on the property (including but not limited to exterior maintenance of the townhouse unit and grounds keeping and gardening of areas within the boundaries of a living unit) and for the payment of any ad valorem real property taxes or other taxes assessed against the common area and for the payment of liability, hazard, flood and windstorm insurance as provided for herein and to fund any reserve accounts as may be necessary to carry out the purposes of this Declaration.

In addition to maintenance upon the Common Area as specified above, the Association shall provide exterior maintenance upon each Living Unit which is subject to assessment hereunder, as follows: paint or stain, repair, replace and care for all exterior building surfaces, including, but not limited to, doors, gutters, downspouts, roofs, shingles, windows, landscaping, exterior stairs and decks, and such other exterior improvements as the Association may determine, including trees, shrubs, and grass. In the event that the need for maintenance and repair is caused through the willful or negligent act of the owner, his family or guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Living Unit is subject. Any damage covered by an individual owner's insurance shall be paid for by the insurer and not by the Association.

The Association shall also provide: (1) All mowing, landscaping, fertilizing, watering and any other service necessary to maintain the Common Area; (2) Power and lighting for the Common Area and maintenance of the same; (3) All risk, hazard, flood and windstorm insurance covering the Common Area and the Common Area improvements as provided for herein; (4) Maintenance of the private driveway and parking area; (5) All necessary operating expenses; and (6) Hazard, flood and windstorm insurance on the Living Units as provided for herein.

For the purpose solely of performing the maintenance required by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any Living Unit at reasonable hours to provide said maintenance.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Living Unit to an owner, the maximum annual assessment shall be \$1,800.00 per Living Unit resulting in a maximum monthly assessment payment of \$150.00 per unit, which amount does not include the cost of the blanket insurance policy for the Living Units nor the cost of the insurance policies on the Common Area.

(a) From and after January 1 of the year immediately following the conveyance of the first Living Unit to an owner, the maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Living Unit to an owner, the maximum annual assessment may be increased above fifteen (15%) percent by a vote of two-thirds (2/3) percent 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 shall fix the annual assessment at an amount not to exceed the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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 Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than

thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent 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 one-half (1/2) of the 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. Annual assessments must be fixed at a uniform rate for all Living Units and shall be collected on a monthly basis with the exception that any assessment for the premiums for hazard, flood, and windstorm insurance on the Living Units and any premiums for the risk, hazard, flood and windstorm insurance covering the Common Area and the Common Area improvements may be collected in advance on an annual basis at the discretion of the Board of Directors of the Association. Special assessments shall also be fixed at a uniform rate and shall be payable as and when determined by the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence on the first day of the month following the month in which a Living Unit is conveyed to an owner. The first annual assessment for any Living Unit shall be adjusted to equal the total of monthly assessments to be made for the remainder of the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Living Unit 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 Living Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Living Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum. Further, if any assessment is not paid within thirty (30) days after the due date, the Board of Directors of the Association may cause to be filed on the public records of Escambia County, Florida, a lien certificate evidencing the lien against the Living Unit as provided for herein. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclosure the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Living Unit.

Section 9. Subordination of the Lien to Mortgages. Any lien for assessments provided for herein which becomes payable on or after the date any first mortgage is recorded shall be subordinate in all respects to such first mortgage. Any assessment lien shall not be affected by any sale or transfer of a Living Unit except that a sale or transfer pursuant to a foreclosure of the first mortgage shall extinguish any subordinate assessment lien which became payable prior to such sale or transfer provided, however, that any such delinquent assessments which are so extinguished may be reallocated and assessed against all lots as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee from liability for nor the Living Unit from the Lien of any assessments made thereafter.

Section 10. Working Capital Fund. Each owner of a Living Unit shall pay, at the time of closing, a sum equal to two months estimated Common Area charges as determined by the Association Board of Directors. These funds must be collected and transferred to the Association, maintained in a segregated account, for the use and benefit of the Association. Purpose of the fund is to insure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

ARTICLE V.
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE VI.
DUTY TO REBUILD OR REPAIR AND INSURANCE COVERAGE

Section 1. In the event of damage to or destruction of any Living Unit on the properties by fire, windstorm, water, or any other cause whatsoever, the owner shall, at its own cost, within a reasonable time, cause said Living Unit to be repaired or rebuilt so as to place the same in as good and tenable condition as it was before the event causing such damage or destruction, and failure to do so shall constitute a breach of these covenants. Subject to priority in favor of any mortgagee under a mortgage clause, all insurance proceeds for loss or damage to any townhouse unit shall be used to assure the repair or rebuilding of such townhouse unit or any part thereof as required by this Declaration and as required in the Master Lease. All insurance policies shall be endorsed to provide that any check for insurance proceeds made payable as a result of any damage or destruction as provided herein shall include the Santa Rosa Island Authority and Sound Venture, Ltd. as payees to assure the repair or rebuilding of the townhouse units.

Section 2. Subject to the provisions of the Master Lease, the Association shall have a lien on all such insurance proceeds, regardless of whether it is named as having such in the insurance policy, subordinate only to the claim of any mortgagee under a mortgage clause, to enforce the intent of the Section 1 of this Article.

Section 3. Insurance Coverage. The Association shall purchase and maintain in effect casualty and liability insurance on the common area and its improvements and fidelity bond coverage as both are specified in the FNMA Lending Guide, Chapter 3, Part 5, Insurance Requirements, together with such additional coverages as the Board of Directors may from time to time determine to be prudent and desirable and the insurance premiums on the insurance so purchased together with the cost of the fidelity bonds shall be considered a common maintenance expense to be assessed equally against each Living Unit. At the sole discretion of the Board of Directors of the Association, the insurance premium for the Common Area insurance may be assessed to a Living Unit in full and in advance on an annual basis or may be assessed on a monthly basis. Further, the Association shall purchase a package insurance policy for flood, windstorm and hazard insurance covering all owners' Townhouse Units which shall provide coverage in an amount equal to the maximum insurable replacement value (excluding foundation and excavation costs) of all Townhouse Units located on the properties with such coverage to afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on each owners' lot, including but not limited to vandalism and malicious mischief. The named insured in the package policy shall be the Association individually and as agents for the owners without naming them, and as agent for their respective mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance coverage to mortgagees and owners and memoranda of insurance to individual owners. The mortgagee endorsement shall be furnished for each owner subject to a mortgage with a dollar amount specified therein as the coverage for that particular Living Unit. The cost of the premiums for the blanket insurance coverage shall be considered a common maintenance expense and shall be assessed equally against each Living Unit and may be assessed on a monthly basis or may be assessed in full and in advance on an annual basis at the sole discretion of the Board of Directors of the Association. Any owner may obtain

coverage at his own expense upon his personal property and for his personal liability and living expense. The Board of Directors of the Association shall have the complete discretion in selecting the insurance companies from which to purchase the above-required insurance coverage.

Section 4. Proration of Coverage. The cost of all insurance premiums on existing policies shall be prorated as of the date of closing between the Declarant and an owner.

ARTICLE VII. PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhouse units upon the properties and placed on the dividing line between the townhouse units shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The support pilings located on the dividing line between any Living Units on the ground floor shall also be considered a portion of the party walls as defined herein and shall be subject to all of the provisions of this Article.

Section 2. Sharing of Repair and Maintenance. Cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

ARTICLE VIII. RESTRICTIONS AS TO USE, OCCUPANCY AND APPEARANCE

Section 1. General. All of the townhouse units on the properties shall be used and occupied as single family dwellings. No dwelling unit, building, fence, or other structure, except as placed on each lot by the Declarant, shall be erected or placed on any such lot and no alterations in the exterior (appearance) of any Townhouse Unit, lot, building, fence, or other structure or to the interior of any Townhouse Unit, which is structural in nature, shall be made and no alteration shall be made to any landscaping placed upon any lot by the Declarant without the written permission of the Association.

Section 2. Temporary Structures. No structure of a temporary nature (trailer, shack, tent, or outbuilding) shall be moved to, placed upon, or used on the properties at any time, either temporarily or permanently, excepting, however, that during periods of construction, contractors may be permitted storage sheds on or near each construction site.

Section 3. Building Condition, General Appearance, Nuisance, and Health Regulations. All premises shall be maintained in good repair, clean and sanitary at all times. No nuisance and no violation of the rules and regulations of the State Board of Health or any governmental agency shall be permitted.

Section 4. Noxious and Offensive Trade. No noxious or offensive trade or activity shall be carried out upon the properties nor shall anything be done thereon which is or may become an annoyance to the other owners.

Section 5. No commercial signs, including "For Rent", "For Sale", and other similar signs shall be erected or maintained on any lot or building interior or exterior except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the townhouse unit owner. If such permission is granted, the Association reserves the right to restrict size, color, and content of such signs.

Section 6. No outside clothesline or other items detrimental to the appearance of the property shall be permitted on the properties. All garbage receptacles must be kept within Individual Townhouse Units or within areas designated by the Association's reasonable rules and regulations.

Section 7. Animals. No livestock, animals, chickens, or fowl of any kind shall be permitted except dogs, cats, and birds as personal pets. Dogs, cats, and birds shall not be kept in such numbers as to be an annoyance to the other owners in the area.

Section 8. No building, or Living Unit shall at any time be used for the purpose of any trade, business, manufacture or public amusement.

Section 9. No individual water system or wells shall be allowed on any lot.

Section 10. Only operational passenger vehicles, motorbikes, and motorscooters may be parked in the open space under any Townhouse Unit. No other vehicles, trailers, or the like shall be placed under any Townhouse Unit without the advanced written consent of the Association and such consent shall be subject to the reasonable rules and regulations of the Association. Only operational passenger vehicles for owners, guests and invitees may be parked in the designated spaces in the Common Area. No mobile home, trailer, motorcycle, camper or the like shall be parked in the Common Area without the advance written consent of the Association and such consent shall be subject to the reasonable rules and regulations of the Association. Parking of any authorized vehicle, trailer or the like shall be achieved in such a manner as to not obstruct the flow of traffic in the Common Area and access to the Living Units.

Section 11. Enforcement. If the owner or occupant of any townhouse unit shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for the developer, the Association, or any person or persons owning any other townhouse unit to institute proceedings at law or in equity against any person or persons violating or attempting to violate such covenants or restrictions either to prevent them from doing so or to recover damages or other dues for such violation. The prevailing party in any litigation shall be entitled to attorneys' fees and other costs of the litigation from the losing party.

Section 12. Invalidation. The invalidation of any of these covenants and restrictions or portions thereof by judgment or court order shall in no wise affect the other provisions which shall remain in full force and effect.

Section 13. Uniform appearance of windows. All curtains placed in any townhouse unit shall have a plain white backing to them to provide a uniform appearance to the exterior of the townhouse units.

Section 14. Antennas for TV and Radio. Inasmuch as cable TV connections are provided to each unit, exterior TV and radio antennas of any kind are prohibited on the properties.

ARTICLE IX. GENERAL PROVISIONS

Section 1. Duration Period. The covenants and restrictions contained in each and every article of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the

Association, or the owner of any townhouse unit subject to this Declaration, or the developer, their respective legal representatives, heirs, successors, and assigns, until January 1, 2010, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of three-fifths (3/5) of the living units has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) months in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action.

Section 2. Notices. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Amendment. Anything herein contained to the contrary notwithstanding, any provisions contained herein may be eliminated, modified, amended, or altered at any time by a written instrument or instruments executed by four-fifths (4/5) of the owners of the Living Units and executed by the Santa Rosa Island Authority and filed among the public records of Escambia County, Florida, and provided, however, that the holder or holders of a majority of the first mortgage liens on the living units consent thereto in writing (which consent may be evidenced by a joinder in the execution of said written instrument or instruments) and further, provided that no elimination, modification, amendment or alteration shall violate any requirement of the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Department of Housing and Urban Development (FHA), the Veterans Administration or any other other public, quasi public, or private entity which performs or may in the near future perform functions similar to those currently performed by such entities.

The Declarant (without the consent of any unit owner, the Association or any mortgagee) until June 1, 1984, hereby reserves and is granted the right and power to record in the public records of Escambia County, Florida, special amendments to this Declaration at any time and from time to time which amend this Declaration: (1) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, Department of Housing and Urban Development (FHA), the Veterans' Administration, or any other governmental agency or any other public, quasi public or private entity which performs or may in the near future perform functions similar to those currently performed by such entities; or (2) to induce any of such agencies or entities referenced above to make, purchase, sell, insure, or guarantee first mortgages on any of the Living Units; or (3) to correct a scrivener's error or other minor defect, conflict or omission. In furtherance of the foregoing, a power of attorney coupled with an interest is hereby reserved and granted to the Declarant to make and execute a certificate evidencing a special amendment on behalf of each Living Unit owner, provided, however, that no such special amendment shall discriminate against any Living Unit owner nor against any Living Unit, unless the owners and their mortgagees so affected shall consent; and no special amendment shall change the legal description of any Living Unit unless the record owner of the Living Unit concerned and all record owners of mortgages on such Living Units shall join in execution of the special amendment.

ARTICLE X. ASSOCIATION'S AUTHORITY TO NEGOTIATE LEASES

Section 1. Each and every owner of a Living Unit grants to the Association an irrevocable power of attorney coupled with an interest for the

purpose of granting the Association the power and authority to negotiate a direct lease for the properties, including the Common Area and Living Units, with the Santa Rosa Island Authority in the event that the Master Lease is terminated through default as provided therein. The acceptance of each document of conveyance of a Living Unit and mortgage affecting a Living Unit shall be deemed to be a grant and acknowledgment of and a consent to the power of the Association to make, execute and record a direct lease with the Santa Rosa Island Authority as contemplated in Section XV of the Master Lease. All rental fees required to be paid to the Santa Rosa Island Authority by the owner of any Living Unit, upon default of the Master Lease, shall be paid to the Association which shall be responsible for the collection and payment of same to the Santa Rosa Island Authority as required by Section XV of the Master Lease.

Section 2. The purpose of this article is to provide compliance with Section XV of the Master Lease.

ARTICLE XI.
RENTS RESERVED

Section 1. All real estate and intangible taxes and lease fees owing to the Santa Rosa Island Authority shall be prorated as of the date of closing between the Declarant and an owner. The lease fees per unit shall be in such amount and shall be subject to the conditions as are set forth in the Master Lease. All annual lease fees owing to the Santa Rosa Island Authority shall be paid to Declarant on the dates and in the amounts as provided in the Master Lease and Declarant will immediately forward said amounts directly to the Island Authority. Declarant reserves the right and authority to direct any and all owners to make the annual lease payments to the Association which shall, at that time, be responsible for immediately forwarding said amounts directly to the Island Authority.

ARTICLE XII.
EXISTING RESTRICTIVE COVENANTS

Section 1. The covenants, conditions and restrictions contained in this Declaration are in addition to those existing general covenants and restrictions dated February 10, 1949, and recorded in Deed Book 294 at page 303 of the public records of Escambia County, Florida.

ARTICLE XIII.
CONSENT OF MORTGAGEES AND
SANTA ROSA ISLAND AUTHORITY

Section 1. The First National Bank of Escambia County, as First Mortgagee, Johnnie Sue Harper Allen and Allen R. Levin, as Trustees under a certain Land Trust Agreement dated May 9, 1980, as Second Mortgagees, and The Santa Rosa Island Authority, as an agency of Escambia County, Florida, join in the execution of this Declaration for the sole purpose of evidencing their consent and agreement to the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the developer has caused this Declaration to be executed by its general partner this 23 day of February, 1983.

SOUND VENTURE, LTD.,
A Florida Limited Partnership

By: SOUND ENTERPRISES, INC.,
General Partner

By: [Signature]
F. A. Baird, Jr., President

ATTEST:
[Signature]
Sam A. Viviano, Secretary

SANTA ROSA ISLAND AUTHORITY

By Edward B. Jones
Chairman

ATTEST

Patricia Mills
Secretary

Witnesses:

Quincy M. Boone

Jacky Phelan

John W. Murray

Beverly Kemp

John W. Murray
John W. Murray

FIRST NATIONAL BANK OF ESCAMBIA COUNTY

By D. S. DeLeon
Vice President Chairman

Allen R. Levin

ALLEN R. LEVIN, as Trustee under a certain Land Trust Agreement dated May 9, 1980, and not individually

Johnnie Sue Harper Allen

JOHNNIE SUE HARPER ALLEN, as Trustee under a certain Land Trust Agreement dated May 9, 1980, and not individually

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of February, 1983, by F. A. Baird, Jr, as President, and Sam A. Viviano, as Secretary, of Sound Enterprises, Inc., as General Partner of Sound Venture, Ltd, a Florida Limited Partnership, on behalf of the partnership.

John W. Murray
NOTARY PUBLIC

My Commission expires: 6-19-83

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of Feb, 1983, by EDWARD B. JONES Chairman and PATRICIA A. MILLS Secretary, respectively, of the Santa Rosa Island Authority, for and on behalf of the Authority.

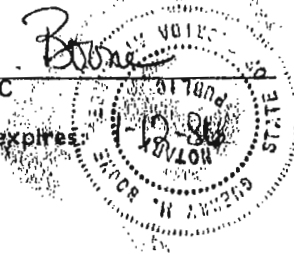
John W. Murray
NOTARY PUBLIC

My Commission expires: 6-19-83

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th
day of February, 1983, by Stephan D. Beckman
the ~~Vice President~~ Chairman of First National Bank of Escambia County, a Florida
corporation.

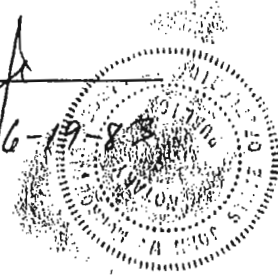
George M. Boone
NOTARY PUBLIC
My Commission expires: 12-28-84



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th
day of Feb, 1983, by Allen R. Levin.

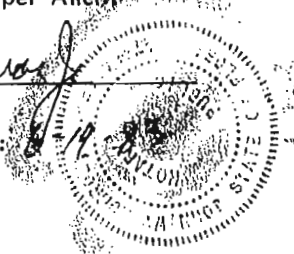
John W. Howard
NOTARY PUBLIC
My Commission expires: 6-19-83



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th
day of February, 1983, by Johnnie Sue Harper Allen.

John W. Howard
NOTARY PUBLIC
My Commission expires: 6-19-83



UNIT #1

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet; thence run North 2°05'30" East for a distance of 179.75 feet; thence run South 87°54'30" East for 18.07 feet for the Point of Beginning; thence run South 58°05'17" East for 18.93 feet; thence run North 31°54'43" East for 69.80 feet; thence run North 58°05'17" West for 18.93 feet; thence run South 31°54'43" West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #2

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature, thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet; thence run North 2°05'30" East for a distance of 179.75 feet; thence run South 87°54'30" East for 18.07 feet; thence run South 58°05'17" East for 18.93 feet for the Point of Beginning, thence continue South 58°05'17" East for 14.00 feet; thence run North 31°54'43" East for 69.80 feet; thence run North 58°05'17" West for 14.00 feet; thence run South 31°54'43" West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #3

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet; thence run North 2°05'30" East for a distance of 179.75 feet; thence run South 87°54'30" East for 18.07 feet; thence run South 58°05'17" East for 32.93 feet for the Point of Beginning; thence continue South 58°05'17" East for 14.00 feet; thence run North 31°54'43" East for 69.80 feet, thence run North 58°05'17" West for 14.00 feet; thence run South 31°54'43" West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #4

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet; thence run North $2^{\circ}05'30''$ East for a distance of 179.75 feet; thence run South $87^{\circ}54'30''$ East for 18.07 feet; thence run South $58^{\circ}05'17''$ East for 46.93 feet for the Point of Beginning; thence continue South $58^{\circ}05'17''$ East for 14.00 feet; thence run North $31^{\circ}54'43''$ East for 69.80 feet; thence run North $58^{\circ}05'17''$ West for 14.00 feet; thence run South $31^{\circ}54'43''$ West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #5

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet; thence run North $2^{\circ}05'30''$ East for a distance of 179.75 feet; thence run South $87^{\circ}54'30''$ East for 18.07 feet; thence run South $58^{\circ}05'17''$ East for 60.93 feet for the Point of Beginning; thence continue South $58^{\circ}05'17''$ East for 14.00 feet; thence run North $31^{\circ}54'43''$ East for 69.80 feet; thence run North $58^{\circ}05'17''$ West for 14.00 feet; thence run South $31^{\circ}54'43''$ West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #6

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet; thence run North $2^{\circ}05'30''$ East for a distance of 179.75 feet; thence run South $87^{\circ}54'30''$ East for 18.07 feet; thence run South $58^{\circ}05'17''$ East for 74.93 feet for the Point of Beginning; thence continue South $58^{\circ}05'17''$ East for 14.00 feet; thence run North $31^{\circ}54'43''$ East for 69.80 feet; thence run North $58^{\circ}05'17''$ West for 14.00 feet; thence run South $31^{\circ}54'43''$ West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #7

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet; thence run North $2^{\circ}05'30''$ East for a distance of 179.75 feet; thence run South $87^{\circ}54'30''$ East for 18.07 feet; thence run South $58^{\circ}05'17''$ East for 88.93 feet for the Point of Beginning; thence continue South $58^{\circ}05'17''$ East for 14.00 feet; thence run North $31^{\circ}54'43''$ East for 69.80 feet; thence run North $58^{\circ}05'17''$ West for 14.00 feet; thence run South $31^{\circ}54'43''$ West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #8

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet; thence run North $2^{\circ}05'30''$ East for a distance of 179.75 feet; thence run South $87^{\circ}54'30''$ East for 18.07 feet; thence run South $58^{\circ}05'17''$ East for 102.93 feet for the Point of Beginning; thence continue South $58^{\circ}05'17''$ East for 18.90 feet; thence run North $31^{\circ}54'43''$ East for 69.80 feet; thence run North $58^{\circ}05'17''$ West for 18.90 feet; thence run South $31^{\circ}54'43''$ West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #9

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 139.64 feet; thence run North $2^{\circ}05'30''$ East for 59.68 feet for the Point of Beginning; thence run South $87^{\circ}52'13''$ East for 18.97 feet; thence run North $2^{\circ}07'47''$ East for 68.20 feet; thence run North $87^{\circ}52'13''$ West for 18.97 feet; thence run South $2^{\circ}07'47''$ West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #10

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 139.64 feet; thence run North $2^{\circ}05'30''$ East for 59.68 feet; thence run South $87^{\circ}52'13''$ East for 18.97 feet for the Point of Beginning; thence continue South $87^{\circ}52'13''$ East for 14.00 feet; thence run North $2^{\circ}07'47''$ East for 68.20 feet; thence run North $87^{\circ}52'13''$ West for 14.00 feet; thence run South $2^{\circ}07'47''$ West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #11

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature, thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 139.64 feet; thence run North $2^{\circ}05'30''$ East for 59.68 feet; thence run South $87^{\circ}52'13''$ East for 32.97 feet for the Point of Beginning; thence continue South $87^{\circ}52'13''$ East for 14.00 feet; thence run North $2^{\circ}07'47''$ East for 68.20 feet; thence run North $87^{\circ}52'13''$ West for 14.00 feet; thence run South $2^{\circ}07'47''$ West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #12

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 139.64 feet; thence run North $2^{\circ}05'30''$ East for 59.68 feet; thence run South $87^{\circ}52'13''$ East for 46.97 feet for the Point of Beginning; thence continue South $87^{\circ}52'13''$ East for 14.00 feet; thence run North $2^{\circ}07'47''$ East for 68.20 feet; thence run North $87^{\circ}52'13''$ West for 14.00 feet; thence run South $2^{\circ}07'47''$ West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #13

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 139.64 feet; thence run North 2°05'30" East for 59.68 feet; thence run South 87°52'13" East for 60.97 feet for the Point of Beginning; thence continue South 87°52'13" East for 14.00 feet; thence run North 2°07'47" East for 68.20 feet; thence run North 87°52'13" West for 14.00 feet; thence run South 2°07'47" West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #14

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 139.64 feet; thence run North 2°05'30" East for 59.68 feet; thence run South 87°52'13" East for 74.97 feet for the Point of Beginning; thence continue South 87°52'13" East for 14.00 feet; thence run North 2°07'47" East for 68.20 feet; thence run North 87°52'13" West for 14.00 feet; thence run South 2°07'47" West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #15

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 139.64 feet; thence run North 2°05'30" East for 59.68 feet; thence run South 87°52'13" East for 88.97 feet for the Point of Beginning; thence continue South 87°52'13" East for 14.00 feet; thence run North 2°07'47" East for 68.20 feet; thence run North 87°52'13" West for 14.00 feet; thence run South 2°07'47" West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #16

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South, thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 139.64 feet; thence run North 2°05'30" East for 59.68 feet; thence run South 87°52'13" East for 102.97 feet for the Point of Beginning; thence continue South 87°52'13" East for 18.77 feet; thence run North 2°07'47" East for 68.20 feet; thence run North 87°52'13" West for 18.77 feet; thence run South 2°07'47" West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #17

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 332.19 feet; thence run North 2°05'30" East for 53.42 feet for the Point of Beginning; thence run North 31°22'23" East for 19.00 feet; thence run North 58°37'37" West for 70.00 feet; thence run South 31°22'23" West for 19.00 feet; thence run South 58°37'37" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #18

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument, thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 332.19 feet; thence run North 2°05'30" East for 53.42 feet; thence run North 31°22'23" East for 19.00 feet for the Point of Beginning; thence continue North 31°22'23" East for 14.00 feet; thence run North 58°37'37" West for 70.00 feet; thence run South 31°22'23" West for 14.00 feet; thence run South 58°37'37" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #19

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 332.19 feet; thence run North $2^{\circ}05'30''$ East for 53.42 feet; thence run North $31^{\circ}22'23''$ East for 33.00 feet for the Point of Beginning; thence continue North $31^{\circ}22'23''$ East for 14.00 feet; thence run North $58^{\circ}37'37''$ West for 70.00 feet; thence run South $31^{\circ}22'23''$ West for 14.00 feet; thence run South $58^{\circ}37'37''$ East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #20

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 332.19 feet; thence run North $2^{\circ}05'30''$ East for 53.42 feet; thence run North $31^{\circ}22'23''$ East for 47.00 feet for the Point of Beginning; thence continue North $31^{\circ}22'23''$ East for 14.00 feet; thence run North $58^{\circ}37'37''$ West for 70.00 feet; thence run South $31^{\circ}22'23''$ West for 14.00 feet; thence run South $58^{\circ}37'37''$ East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #21

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 332.19 feet; thence run North $2^{\circ}05'30''$ East for 53.42 feet; thence run North $31^{\circ}22'23''$ East for 61.00 feet for the Point of Beginning; thence continue North $31^{\circ}22'23''$ East for 14.00 feet; thence run North $58^{\circ}37'37''$ West for 70.00 feet; thence run South $31^{\circ}22'23''$ West for 14.00 feet; thence run South $58^{\circ}37'37''$ East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #22

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature, thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 332.19 feet; thence run North 2°05'30" East for 53.42 feet; thence run North 31°22'23" East for 75.00 feet for the Point of Beginning; thence continue North 31°22'23" East for 14.00 feet; thence run North 58°37'37" West for 70.00 feet; thence run South 31°22'23" West for 14.00 feet; thence run South 58°37'37" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #23

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature, thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 332.19 feet; thence run North 2°05'30" East for 53.42 feet; thence run North 31°22'23" East for 89.00 feet for the Point of Beginning; thence continue North 31°22'23" East for 14.00 feet; thence run North 58°37'37" West for 70.00 feet; thence run South 31°22'23" West for 14.00 feet; thence run South 58°37'37" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #24

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 332.19 feet; thence run North 2°05'30" East for 53.42 feet; thence run North 31°22'23" East for 103.00 feet for the Point of Beginning; thence continue North 31°22'23" East for 19.00 feet; thence run North 58°37'37" West for 70.00 feet; thence run South 31°22'23" West for 19.00 feet; thence run South 58°37'37" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #25

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North 2°05'30" East for 186.94 feet; thence run North 87°54'30" West for 86.56 feet for the Point of Beginning; thence run North 32°06'31" East for 19.00 feet; thence run North 57°53'29" West for 70.00 feet; thence run South 32°06'31" West for 19.00 feet, thence South 57°53'29" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #26

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North 2°05'30" East for 186.94 feet; thence run North 87°54'30" West for 86.56 feet; thence run North 32°06'31" East for 19.00 feet for the Point of Beginning; thence continue North 32°06'31" East for 14.00 feet, thence run North 57°53'29" West for 70.00 feet; thence run South 32°06'31" West for 14.00 feet; thence South 57°53'29" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #27

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North 2°05'30" East for 186.94 feet; thence run North 87°54'30" West for 86.56 feet; thence run North 32°06'31" East for 33.00 feet for the Point of Beginning; thence continue North 32°06'31" East for 14.00 feet; thence run North 57°53'29" West for 70.00 feet; thence run South 32°06'31" West for 14.00 feet; thence South 57°53'29" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #28

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument, thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North 2°05'30" East for 186.94 feet; thence run North 87°54'30" West for 86.56 feet; thence run North 32°06'31" East for 47.00 feet for the Point of Beginning; thence continue North 32°06'31" East for 14.00 feet; thence run North 57°53'29" West for 70.00 feet; thence run South 32°06'31" West for 14.00 feet; thence South 57°53'29" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #29

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North 2°05'30" East for 186.94 feet; thence run North 87°54'30" West for 86.56 feet; thence run North 32°06'31" East for 61.00 feet for the Point of Beginning; thence continue North 32°06'31" East for 14.00 feet; thence run North 57°53'29" West for 70.00 feet; thence run South 32°06'31" West for 14.00 feet; thence South 57°53'29" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #30

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road, thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North 2°05'30" East for 186.94 feet; thence run North 87°54'30" West for 86.56 feet; thence run North 32°06'31" East for 75.00 feet for the Point of Beginning; thence continue North 32°06'31" East for 14.00 feet; thence run North 57°53'29" West for 70.00 feet; thence run South 32°06'31" West for 14.00 feet; thence South 57°53'29" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #31

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North 2°05'30" East for 186.94 feet; thence run North 87°54'30" West for 86.56 feet; thence run North 32°06'31" East for 89.00 feet for the Point of Beginning; thence continue North 32°06'31" East for 14.00 feet; thence run North 57°53'29" West for 70.00 feet; thence run South 32°06'31" West for 14.00 feet; thence South 57°53'29" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #32

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature, thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North 2°05'30" East for 186.94 feet; thence run North 87°54'30" West for 86.56 feet; thence run North 32°06'31" East for 103.00 feet for the Point of Beginning; thence continue North 32°06'31" East for 27.00 feet; thence run North 57°53'29" West for 70.00 feet; thence run South 32°06'31" West for 27.00 feet; thence South 57°53'29" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. MAR 3 1 57 PM '83

195487

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

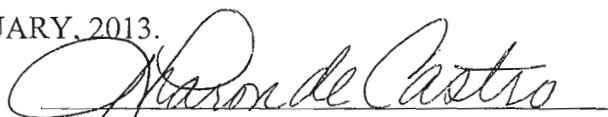
BEFORE ME, the undersigned Notary Public, in and for the County and State aforesaid, personally appeared Sharon De Castro, who, being by me first duly sworn, deposes and says:

1. Affiant is the Secretary and a Director of San De Luna Homeowners' Association, Inc. ("Association"). She is over the age of twenty-one, has personal knowledge of the matters set forth herein, and is authorized and competent to testify thereto.

2. Affiant affirms that on January 22, 2013 the board of directors of the Association caused a statement in substantially the form set forth in §712.06, Florida Statutes, to be mailed by Association's legal counsel to the members of the Association via United States mail, postage prepaid.


FURTHER AFFIANT SAYETH NOT.

DATED THIS 22 DAY OF JANUARY, 2013.


Sharon De Castro

The foregoing instrument was sworn to and subscribed before me this 22 day of January, 2013, by Sharon De Castro, Secretary and Director of San De Luna Homeowners' Association, Inc. Affiant is personally known to me OR has produced Louisiana Driver License as identification.




(Signature of Notary Public)
Print Name: Suzanne Blankenship
Notary Public, State of Florida
Commission Number DD 806351
My Commission Expires: November 16, 2012

MEETING NOTICE

**SAN DE LUNA HOMEOWNERS' ASSOCIATION, INC.
P.O. BOX 11690
PENSACOLA, FL 32524**

TO: All directors and members of San De Luna Homeowners' Association, Inc.

Notice is hereby given that the meeting of the Board of Directors of San De Luna Homeowners' Association, Inc. will be held at the date, hour, and place noted below.

DATE: January 30, 2013

HOUR: 4:00 p.m. Central Standard Time

PLACE: Coastal Association Law Group, P.L., 139 E. Government Street, Pensacola, FL 32502

PURPOSE of this meeting is to preserve the Declaration of Covenants, Conditions and Restrictions pursuant to chapter 712, Florida Statutes.

STATEMENT OF MARKETABLE TITLE ACTION

The San De Luna Homeowners' Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 1736, Page 918, of the public records of Escambia County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Escambia County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

DESCRIPTION OF ALL LAND AFFECTED BY NOTICE

Commencing at the Southwest corner of Block A, Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, page 63, of the public records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the point of tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the south, thence North 87°54'30" West along the said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point A); thence run South 4°06'15" West along line last traversed 209.45 feet to the northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet for the point of beginning; thence run North 2°05'30" East for a distance of 330.80 feet to an iron pipe; thence continue North 2°05'30" East 15 feet more or less to a point on the ordinary high water line of Santa Rosa Sound, said

point hereinafter known as Point "C"; thence beginning again at the Point of Beginning, run along said North right-of-way line of Fort Pickens Road South $87^{\circ}54'30''$ East for a distance of 441.78 feet; thence run North $2^{\circ}05'30''$ East for a distance of 439.81 feet to an iron pipe; thence continue North $2^{\circ}05'30''$ East 20 feet more or less to a point on the ordinary high water line of Santa Rosa Sound, said point hereinafter known as Point "D"; thence meander southwesterly along said high water line 455 feet more or less to Point "C" and the termination of this description (the "Properties").

Unit #	ADDRESSEE
1	PATRICK L. FARAFANO, JR.
2	PHEONIX REAL ESTATE GROUP, LLC
3	THOMAS A. & SUSAN M. KENNEDY
4	ARTHUR J. & BARBARA A. JONES
5	THOMAS E. & CHERI M. SCHWARTZ
6	ZACHARY D. & DANA L. TRUITT
7	JOSEPH T. SAITER, III & CINDY KAISER
8	RICHARD J. & LINDA S. GARAFANO, TRUSTEES FOR THE RICHARD J. AND LINDA S. GARAFANO TRUST
9	JON M. & MARGARET E. PERRY
10	LOIS C. HATCHER
11	ROBERT M. & CYNTHIA A. LOEHR
12	DAPHNE SUNSETS, LLC
13	PRATT HERRING WILSON PROPERTIES, LTD
14	SYNOVUS TRUST CO., NA., TRUSTEE FOR THE FRANK W. BOYKIN II FAMILY TRUST
15	MICHAEL J. & JANET N. SAKRAIDA
16	CROPP DESIGN & DEVELOPMENT, INC.
17	SUZANNE B. HAINES, TRUSTEE FOR THE SUZANNE B. HAINES TRUST
18	RONALD J. & COLLEEN M. SEVIN
19	WILLIAM C. & E. JEAN TURNUPSEED
20	JACKIE E. SPENCER
21	ALAN E. ADKINS
22	STEPHEN P. & DEBORAH M. ROGAN, TRUSTEES FOR THE STEPHEN P. & DEBORAH M. ROGAN LIVING TRUST
23	JAMES S. MILLIKEN
24	KENNETH & DELYNN VINES
25	SCOTT & SARAH ELLYSON
26	KEN & ANNE COPE, ANNE B COPE REVOCABLE TRUST
27	JOEL S. CASTELLO
28	ROBIN L. & SUE WORKING
29	WAGSKE, LLC
30	KENNETH L. & PAMELA H. OLEVSON
31	BRUCE & SUSAN MELLON, PATRICIA TICE, JOSEPH NAPPO & MARGARET COEN
32	ROBERT F. & SHARON D. DE CASTRO

COPY

Downtown Pensacola
139 East Government Street
Pensacola, FL 32502
[p] 850.466.3255 [f] 850.466.3258



COASTAL
ASSOCIATION LAW GROUP

Suzanne Blankenship Stephen Lowery
John Trawick
Board Certified Construction Lawyer
www.coastallag.com

Grand Boulevard at Sandestin®
495 Grand Boulevard, Suite 206
Miramar Beach, FL 32550
[p] 850.269.7216 [f] 850.269.6801

January 22, 2013

RE: San De Luna Covenant Preservation

Dear San De Luna Owner:

This firm represents San De Luna Homeowners' Association, Inc. (the "HOA"). In that regard, you are being provided with this mailing pursuant to sections 712.05 and 712.06, Florida Statutes, to notify you of a meeting of the HOA's Board of Directors on Wednesday January 30, 2013. Please refer to the enclosed packet for details.

Should you have any questions, please contact Ken Olevson, HOA president.

Sincerely,

Suzanne Blankenship

MEETING NOTICE

SAN DE LUNA HOMEOWNERS' ASSOCIATION, INC.
P.O. BOX 11690
PENSACOLA, FL 32524

TO: All directors and members of San De Luna Homeowners' Association, Inc.

Notice is hereby given that the meeting of the Board of Directors of San De Luna Homeowners' Association, Inc. will be held at the date, hour, and place noted below.

DATE: January 30, 2013

HOUR: 4:00 p.m. Central Standard Time

PLACE: Coastal Association Law Group, P.L., 139 E. Government Street, Pensacola, FL 32502

PURPOSE of this meeting is to preserve the Declaration of Covenants, Conditions and Restrictions pursuant to chapter 712, Florida Statutes.

STATEMENT OF MARKETABLE TITLE ACTION

The San De Luna Homeowners' Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 1736, Page 918, of the public records of Escambia County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Escambia County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

DESCRIPTION OF ALL LAND AFFECTED BY NOTICE

Commencing at the Southwest corner of Block A, Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, page 63, of the public records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the point of tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the south, thence North 87°54'30" West along the said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point A); thence run South 4°06'15" West along line last traversed 209.45 feet to the northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet for the point of beginning; thence run North 2°05'30" East for a distance of 330.80 feet to an iron pipe; thence continue North 2°05'30" East 15 feet more or less to a point on the ordinary high water line of Santa Rosa Sound, said

point hereinafter known as Point "C"; thence beginning again at the Point of Beginning, run along said North right-of-way line of Fort Pickens Road South $87^{\circ}54'30''$ East for a distance of 441.78 feet; thence run North $2^{\circ}05'30''$ East for a distance of 439.81 feet to an iron pipe; thence continue North $2^{\circ}05'30''$ East 20 feet more or less to a point on the ordinary high water line of Santa Rosa Sound, said point hereinafter known as Point "D"; thence meander southwesterly along said high water line 455 feet more or less to Point "C" and the termination of this description (the "Properties").

STATUTORY NOTICE
Chapter 712, Florida Statutes

SAN DE LUNA HOMEOWNERS' ASSOCIATION, INC.
P.O. BOX 11690
PENSACOLA, FL 32524

STATEMENT OF MARKETABLE TITLE ACTION

The San De Luna Homeowners' Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 1736, Page 918, of the public records of Escambia County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Escambia County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

DESCRIPTION OF ALL LAND AFFECTED BY NOTICE

Commencing at the Southwest corner of Block A, Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, page 63, of the public records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the point of tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the south, thence North 87°54'30" West along the said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point A); thence run South 4°06'15" West along line last traversed 209.45 feet to the northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet for the point of beginning; thence run North 2°05'30" East for a distance of 330.80 feet to an iron pipe; thence continue North 2°05'30" East 15 feet more or less to a point on the ordinary high water line of Santa Rosa Sound, said point hereinafter known as Point "C"; thence beginning again at the Point of Beginning, run along said North right-of-way line of Fort Pickens Road South 87°54'30" East for a distance of 441.78 feet; thence run North 2°05'30" East for a distance of 439.81 feet to an iron pipe; thence continue North 2°05'30" East 20 feet more or less to a point on the ordinary high water line of Santa Rosa Sound, said point hereinafter known as Point "D"; thence meander southwesterly along said high water line 455 feet more or less to Point "C" and the termination of this description (the "Properties").

Attached hereto and incorporated herein as Exhibit "A" is a certified copy of that certain Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 1736, Page 918, of the public records of Escambia County, Florida, to be preserved.

SAN DE LUNA HOMEOWNERS' ASSOCIATION,
INC.

By: *Sharon De Castro*
SHARON DE CASTRO, Secretary

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me on this the 22 day of January, 2013, by Sharon De Castro, Secretary of San De Luna Homeowners' Association, Inc., a Florida not for profit corporation.

Personally Known
OR

Produced Identification

Type of Identification Produced Louisiana Driver License

Suzanne Blankenship
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Suzanne Blankenship
My Commission Expires: DD 806351
Commission Number: November 16, 2012



97.00

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DECLARATION; made this 23 day of February, 1983, by SOUND VENTURE, LTD., a Florida limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of a leasehold estate in the following described property located in Escambia County, Florida, to-wit:

Commencing at the Southwest corner of Block A, Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, page 63, of the public records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the point of tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the south, thence North 87°54'30" West along the said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point A); thence run South 4°06'15" West along line last traversed 209.45 feet to the northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet for the point of beginning; thence run North 2°05'30" East for a distance of 330.80 feet to an iron pipe; thence continue North 2°05'30" East 15 feet more or less to a point on the ordinary high water line of Santa Rosa Sound, said point hereinafter known as Point "C"; thence beginning again at the Point of Beginning, run along said North right-of-way line of Fort Pickens Road South 87°54'30" East for a distance of 441.78 feet; thence run North 2°05'30" East for a distance of 439.81 feet to an iron pipe; thence continue North 2°05'30" East 20 feet more or less to a point on the ordinary high water line of Santa Rosa Sound, said point hereinafter known as Point "D"; thence meander southwesterly along said high water line 455 feet more or less to Point "C" and the termination of this description (the "Properties").

which ownership is by virtue of an Assignment of Lease dated April 16, 1982, and recorded in Official Record Book 1635 at page 619 of the public records of Escambia County, Florida, which assigns a portion of an Amended Lease from the Santa Rosa Island Authority which Amended Lease is dated February 25, 1982, and is recorded in Official Record 1624 at page 410 of the public records of Escambia County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold, conveyed, transferred, occupied and leased or subleased subject to the following easements, restrictions, covenants, and provisions for liens and charges, 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 San De Luna Homeowners' Association, Inc., its successors and assigns.

THIS INSTRUMENT PREPARED BY:
LAW OFFICE OF
122 S. PALMACHA ST.
PENSACOLA, FLORIDA 32501

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: Cathy M. Kent D.C.
DATE: February 18, 2013



Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a leasehold or subleasehold interest in any living unit which is a part of the properties, including contract sellers 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 ~~hereinbefore~~ described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to that portion of the properties on which a townhouse unit has been constructed by the developer and which is intended to be conveyed by the developer to an owner with the legals for each individual lot being those as shown on the attached Exhibit A consisting of 32 separate legal descriptions.

Section 5. "Townhouse Unit" shall mean and refer to any portion of a building situated upon the properties which is designated and intended for the use and occupancy as a residence by a single family.

Section 6. "Declarant" shall mean and refer to Sound Venture, Ltd., a Florida limited partnership, its successors and assigns if such successors or assigns should acquire more than one townhouse unit from the Declarant for the purpose of completing the development and/or sale of the living units.

Section 7. "Master Lease" shall mean and refer to that certain Amended Lease Agreement between Santa Rosa Island Authority and Johnnie Sue Harper Allen and Allen R. Levin, as Trustees, dated February 25, 1982, and recorded in Official Record Book 1624 at page 410 of the public records of Escambia County, Florida, as amended by document dated February 23, 1983 and recorded in Official Record Book 1736, page 416, of the public records of Escambia County, Florida.

Section 8. "Living Unit" shall mean and refer to a lot and the townhouse unit constructed thereon.

Section 9. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be held by the Association as owner at the time of the execution and delivery of the first assignment of lease or sublease to the first living unit included within the properties is described as follows:

The legal description for the common area shall be "the Properties", as defined herein, less and except the area contained within the thirty-two (32) separate legal descriptions as shown on the attached Exhibit A.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owners' Easements of Ingress and Egress. Every present and future owner of any Living Unit, their respective heirs, personal representatives, successors and assigns, and their invitees and guests shall have and do hereby have a non-exclusive private but perpetual easement for ingress and egress with and without motor vehicles on, over and along that portion of the Common Area which consists of a paved private road and paved parking area and shall and do hereby have the right to freely use said paved private road as such and to park motor vehicles in the parking area without obstructing the movement of other motor vehicles thereon. In construing the rights of the parties under this paragraph, it shall be considered that said paved private road and parking area were constructed for the joint use of the owners of said properties, their invitees and guests. Every present and future owner of any Living Unit, their respective heirs, personal representatives, successors and assigns, and their invitees and guests shall and do hereby have a non-exclusive private but perpetual easement on and over all of the Common Area, whether paved or unpaved, for the purposes of pedestrian use for ingress and egress to any Living Unit, or to any structure on the Common Area, or to the waters of Santa Rosa Sound.

Every present and future owner of any Living Unit, their respective heirs, personal representatives, successors and assigns, and their invitees and

guests, shall have an easement over the exterior second floor deck area on the parking lot side of any of the Living Units for pedestrian purposes for ingress and egress to their respective Townhouse Units. Further, every present and future owner of any Living Unit, their respective heirs, personal representatives, successors and assigns, and their invitees and guests, shall have an easement over that portion of the ground level area of any Living Unit as may be reasonably necessary to gain ingress and egress by pedestrian means to and from the stairs leading to and from the Living Units to the Common Area on the parking lot side and on the water side of the Living Units.

All of the above-referenced easements for ingress and egress shall be appurtenant to and shall pass with the title to every Living Unit.

Section 2. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to all of the Common Area which shall be appurtenant to and shall pass with the title to every Living Unit, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which the assessment against his living unit remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(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 purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 3. Delegation of Use. Any owner may delegate, in accordance with the bylaws, 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 4. Parking Rights. Each owner may use the ground floor area directly under his Townhouse Unit for parking if accessible and not precluded by the location of the stairs leading to the living units. Otherwise, parking shall be provided in the common area for those owners who do not have accessible areas under their Townhouse Units. All parking on the properties by owners, their guests and invitees shall be subject to the reasonable rules and regulations as adopted from time to time by the Board of Directors of the Association.

Section 5. The developer retains an easement over the Common Area to complete the construction of the townhouse units. However, this easement shall terminate once the developer has transferred the title to all of the Living Units to individual owners.

Section 6. For the purposes solely of performing the exterior maintenance or repairs required by this Declaration of Covenants, Conditions, and Restrictions, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any Living Unit at reasonable hours.

Section 7. Storm Water Runoff Easement. Each owner of a Living Unit grants to each adjoining owner an easement over and across each such owner's Living Unit for the following purposes:

(a) Storm water runoff from roofs or other structures.

(b) Any eave or other overhanging structure which may exist upon completion of the Living Units.

Section 8. Utility Easements. All Townhouse Units are constructed on pilings resulting in an open space underneath each unit on the ground floor area. An easement is hereby created and reserved for the placement, repair, maintenance and existence of wires, piping, conduit, and

other necessary items for the transmission of water, electricity, telephone service, sewage and other utilities to and from each individual Living Unit over, under, across and through the ground floor open area under each Townhouse Unit, and within any subflooring of a Townhouse Unit lying below the finished floor of a Townhouse Unit (including the right and the easement to insert such nails, screws or other apparatus to hold and secure all items necessary for the transmission of the utilities mentioned above). The easement referenced in this Section shall also exist in favor of any utilities wherever located within a Living Unit at the completion of the construction of the Living Units.

Section 9. All rights and easements granted or reserved under this Article shall be subject to such reasonable rules and regulations as may be from time to time duly adopted by the Board of Directors of the Association.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Living Unit 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 Living Unit which is subject to assessment.

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

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

Class B: The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Living Unit owned including those Living Units proposed to be built on the property and any Living Units already under construction. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, which occurs earlier:

- (a) Four (4) months after the total votes outstanding, in the class A membership equal the total votes outstanding in the Class B membership, or
- (b) February 1, 1986.

ARTICLE IV.
COVENANT FOR MAINTENANCE AND ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each living unit owned within the properties, hereby covenants, and each owner of any living unit by acceptance of an Assignment of Lease, Sublease or other document of conveyance therefor, whether or not it shall be so expressed in such document of conveyance, is deemed to covenant and agree to pay to the Association:

- 1. Annual assessments or charges.
- 2. 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 attorney's fees, shall be a charge on the ownership in the living unit and shall be a continuing lien upon said living unit against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such living unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed.

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 in the properties and for the improvement and maintenance of the Common Area and for the improvement and maintenance of the living units situated on the property (including but not limited to exterior maintenance of the townhouse unit and grounds keeping and gardening of areas within the boundaries of a living unit) and for the payment of any ad valorem real property taxes or other taxes assessed against the common area and for the payment of liability, hazard, flood and windstorm insurance as provided for herein and to fund any reserve accounts as may be necessary to carry out the purposes of this Declaration.

In addition to maintenance upon the Common Area as specified above, the Association shall provide exterior maintenance upon each Living Unit which is subject to assessment hereunder, as follows: paint or stain, repair, replace and care for all exterior building surfaces, including, but not limited to, doors, gutters, downspouts, roofs, shingles, windows, landscaping, exterior stairs and decks, and such other exterior improvements as the Association may determine, including trees, shrubs, and grass. In the event that the need for maintenance and repair is caused through the willful or negligent act of the owner, his family or guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Living Unit is subject. Any damage covered by an individual owner's insurance shall be paid for by the insurer and not by the Association.

The Association shall also provide: (1) All mowing, landscaping, fertilizing, watering and any other service necessary to maintain the Common Area; (2) Power and lighting for the Common Area and maintenance of the same; (3) All risk, hazard, flood and windstorm insurance covering the Common Area and the Common Area improvements as provided for herein; (4) Maintenance of the private driveway and parking area; (5) All necessary operating expenses; and (6) Hazard, flood and windstorm insurance on the Living Units as provided for herein.

For the purpose solely of performing the maintenance required by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the owner, to enter upon any Living Unit at reasonable hours to provide said maintenance.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Living Unit to an owner, the maximum annual assessment shall be \$1,800.00 per Living Unit resulting in a maximum monthly assessment payment of \$150.00 per unit, which amount does not include the cost of the blanket insurance policy for the Living Units nor the cost of the insurance policies on the Common Area.

(a) From and after January 1 of the year immediately following the conveyance of the first Living Unit to an owner, the maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Living Unit to an owner, the maximum annual assessment may be increased above fifteen (15%) percent by a vote of two-thirds (2/3) percent 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 shall fix the annual assessment at an amount not to exceed the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association 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 Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than

thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent 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 one-half (1/2) of the 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. Annual assessments must be fixed at a uniform rate for all Living Units and shall be collected on a monthly basis with the exception that any assessment for the premiums for hazard, flood, and windstorm insurance on the Living Units and any premiums for the risk, hazard, flood and windstorm insurance covering the Common Area and the Common Area improvements may be collected in advance on an annual basis at the discretion of the Board of Directors of the Association. Special assessments shall also be fixed at a uniform rate and shall be payable as and when determined by the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence on the first day of the month following the month in which a Living Unit is conveyed to an owner. The first annual assessment for any Living Unit shall be adjusted to equal the total of monthly assessments to be made for the remainder of the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Living Unit 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 Living Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Living Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12%) percent per annum. Further, if any assessment is not paid within thirty (30) days after the due date, the Board of Directors of the Association may cause to be filed on the public records of Escambia County, Florida, a lien certificate evidencing the lien against the Living Unit as provided for herein. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclosure the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Living Unit.

Section 9. Subordination of the Lien to Mortgages. Any lien for assessments provided for herein which becomes payable on or after the date any first mortgage is recorded shall be subordinate in all respects to such first mortgage. Any assessment lien shall not be affected by any sale or transfer of a Living Unit except that a sale or transfer pursuant to a foreclosure of the first mortgage shall extinguish any subordinate assessment lien which became payable prior to such sale or transfer provided, however, that any such delinquent assessments which are so extinguished may be reallocated and assessed against all lots as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee from liability for nor the Living Unit from the Lien of any assessments made thereafter.

Section 10. Working Capital Fund. Each owner of a Living Unit shall pay, at the time of closing, a sum equal to two months estimated Common Area charges as determined by the Association Board of Directors. These funds must be collected and transferred to the Association, maintained in a segregated account, for the use and benefit of the Association. Purpose of the fund is to insure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

ARTICLE V.
ARCHITECTURAL CONTROL.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, color, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE VI.
DUTY TO REBUILD OR REPAIR AND INSURANCE COVERAGE

Section 1. In the event of damage to or destruction of any Living Unit on the properties by fire, windstorm, water, or any other cause whatsoever, the owner shall, at its own cost, within a reasonable time, cause said Living Unit to be repaired or rebuilt so as to place the same in as good and tenable condition as it was before the event causing such damage or destruction, and failure to do so shall constitute a breach of these covenants. Subject to priority in favor of any mortgagee under a mortgage clause, all insurance proceeds for loss or damage to any townhouse unit shall be used to assure the repair or rebuilding of such townhouse unit or any part thereof as required by this Declaration and as required in the Master Lease. All insurance policies shall be endorsed to provide that any check for insurance proceeds made payable as a result of any damage or destruction as provided herein shall include the Santa Rosa Island Authority and Sound Venture, Ltd. as payees to assure the repair or rebuilding of the townhouse units.

Section 2. Subject to the provisions of the Master Lease, the Association shall have a lien on all such insurance proceeds, regardless of whether it is named as having such in the insurance policy, subordinate only to the claim of any mortgagee under a mortgage clause, to enforce the intent of the Section 1 of this Article.

Section 3. Insurance Coverage. The Association shall purchase and maintain in effect casualty and liability insurance on the common area and its improvements and fidelity bond coverage as both are specified in the FNMA Lending Guide, Chapter 3, Part 5, Insurance Requirements, together with such additional coverages as the Board of Directors may from time to time determine to be prudent and desirable and the insurance premiums on the insurance so purchased together with the cost of the fidelity bonds shall be considered a common maintenance expense to be assessed equally against each Living Unit. At the sole discretion of the Board of Directors of the Association, the insurance premium for the Common Area Insurance may be assessed to a Living Unit in full and in advance on an annual basis or may be assessed on a monthly basis. Further, the Association shall purchase a package insurance policy for flood, windstorm and hazard insurance covering all owners' Townhouse Units which shall provide coverage in an amount equal to the maximum insurable replacement value (excluding foundation and excavation costs) of all Townhouse Units located on the properties with such coverage to afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on each owners' lot, including but not limited to vandalism and malicious mischief. The named insured in the package policy shall be the Association individually and as agents for the owners without naming them, and as agent for their respective mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance coverage to mortgagees and owners and memoranda of insurance to individual owners. The mortgagee endorsement shall be furnished for each owner subject to a mortgage with a dollar amount specified therein as the coverage for that particular Living Unit. The cost of the premiums for the blanket insurance coverage shall be considered a common maintenance expense and shall be assessed equally against each Living Unit and may be assessed on a monthly basis or may be assessed in full and in advance on an annual basis at the sole discretion of the Board of Directors of the Association. Any owner may obtain

coverage at his own expense upon his personal property and for his personal liability and living expense. The Board of Directors of the Association shall have the complete discretion in selecting the insurance companies from which to purchase the above-required insurance coverage.

Section 4. Proration of Coverage. The cost of all insurance premiums on existing policies shall be prorated as of the date of closing between the Declarant and an owner.

ARTICLE VII. PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhouse units upon the properties and placed on the dividing line between the townhouse units shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The support pilings located on the dividing line between any Living Units on the ground floor shall also be considered a portion of the party walls as defined herein and shall be subject to all of the provisions of this Article.

Section 2. Sharing of Repair and Maintenance. Cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

ARTICLE VIII. RESTRICTIONS AS TO USE, OCCUPANCY AND APPEARANCE

Section 1. General. All of the townhouse units on the properties shall be used and occupied as single family dwellings. No dwelling unit, building, fence, or other structure, except as placed on each lot by the Declarant, shall be erected or placed on any such lot and no alterations in the exterior (appearance) of any Townhouse Unit, lot, building, fence, or other structure or to the interior of any Townhouse Unit, which is structural in nature, shall be made and no alteration shall be made to any landscaping placed upon any lot by the Declarant without the written permission of the Association.

Section 2. Temporary Structures. No structure of a temporary nature (trailer, shack, tent, or outbuilding) shall be moved to, placed upon, or used on the properties at any time, either temporarily or permanently, excepting, however, that during periods of construction, contractors may be permitted storage sheds on or near each construction site.

Section 3. Building Condition, General Appearance, Nuisance, and Health Regulations. All premises shall be maintained in good repair, clean and sanitary at all times no nuisance and no violation of the rules and regulations of the State Board of Health or any governmental agency shall be permitted.

Section 4. Noxious and Offensive Trade. No noxious or offensive trade or activity shall be carried out upon the properties nor shall anything be done thereon which is or may become an annoyance to the other owners.

Section 5. No commercial signs, including "For Rent", "For Sale", and other similar signs shall be erected or maintained on any lot or building interior or exterior except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the townhouse unit owner. If such permission is granted, the Association reserves the right to restrict size, color, and content of such signs.

Section 6. No outside clothesline or other items detrimental to the appearance of the property shall be permitted on the properties. All garbage receptacles must be kept within individual Townhouse Units or within areas designated by the Association's reasonable rules and regulations.

Section 7. Animals. No livestock, animals, chickens, or fowl of any kind shall be permitted except dogs, cats, and birds as personal pets. Dogs, cats, and birds shall not be kept in such numbers as to be an annoyance to the other owners in the area.

Section 8. No building, or Living Unit shall at any time be used for the purpose of any trade, business, manufacture or public amusement.

Section 9. No individual water system or wells shall be allowed on any lot.

Section 10. Only operational passenger vehicles, motorbikes, and motorscooters may be parked in the open space under any Townhouse Unit. No other vehicles, trailers, or the like shall be placed under any Townhouse Unit without the advanced written consent of the Association and such consent shall be subject to the reasonable rules and regulations of the Association. Only operational passenger vehicles for owners, guests and invitees may be parked in the designated spaces in the Common Area. No mobile home, trailer, motorcycle, camper or the like shall be parked in the Common Area without the advance written consent of the Association and such consent shall be subject to the reasonable rules and regulations of the Association. Parking of any authorized vehicle, trailer or the like shall be achieved in such a manner as to not obstruct the flow of traffic in the Common Area and access to the Living Units.

Section 11. Enforcement. If the owner or occupant of any townhouse unit shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for the developer, the Association, or any person or persons owning any other townhouse unit to institute proceedings at law or in equity against any person or persons violating or attempting to violate such covenants or restrictions either to prevent them from doing so or to recover damages or other dues for such violation. The prevailing party in any litigation shall be entitled to attorneys' fees and other costs of the litigation from the losing party.

Section 12. Invalidation. The invalidation of any of these covenants and restrictions or portions thereof by judgment or court order shall in no wise affect the other provisions which shall remain in full force and effect.

Section 13. Uniform appearance of windows. All curtains placed in any townhouse unit shall have a plain white backing to them to provide a uniform appearance to the exterior of the townhouse units.

Section 14. Antennas for TV and Radio. Inasmuch as cable TV connections are provided to each unit, exterior TV and radio antennas of any kind are prohibited on the properties.

ARTICLE IX. GENERAL PROVISIONS

Section 1. Duration Period. The covenants and restrictions contained in each and every article of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the

Association, or the owner of any townhouse unit subject to this Declaration, or the developer, their respective legal representatives, heirs, successors, and assigns, until January 1, 2010, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of three-fifths (3/5) of the living units has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) months in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action.

Section 2. Notices. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Amendment. Anything herein contained to the contrary notwithstanding, any provisions contained herein may be eliminated, modified, amended, or altered at any time by a written instrument or instruments executed by four-fifths (4/5) of the owners of the Living Units and executed by the Santa Rosa Island Authority and filed among the public records of Escambia County, Florida, and provided, however, that the holder or holders of a majority of the first mortgage liens on the living units consent thereto in writing (which consent may be evidenced by a joinder in the execution of said written instrument or instruments) and further, provided that no elimination, modification, amendment or alteration shall violate any requirement of the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Department of Housing and Urban Development (FHA), the Veterans Administration or any other other public, quasi public, or private entity which performs or may in the near future perform functions similar to those currently performed by such entities.

The Declarant (without the consent of any unit owner, the Association or any mortgagee) until June 1, 1984, hereby reserves and is granted the right and power to record in the public records of Escambia County, Florida, special amendments to this Declaration at any time and from time to time which amend this Declaration: (1) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, Department of Housing and Urban Development (FHA), the Veterans' Administration, or any other governmental agency or any other public, quasi public or private entity which performs or may in the near future perform functions similar to those currently performed by such entities; or (2) to induce any of such agencies or entities referenced above to make, purchase, sell, insure, or guarantee first mortgages on any of the Living Units; or (3) to correct a scrivener's error or other minor defect, conflict or omission. In furtherance of the foregoing, a power of attorney coupled with an interest is hereby reserved and granted to the Declarant to make and execute a certificate evidencing a special amendment on behalf of each Living Unit owner, provided, however, that no such special amendment shall discriminate against any Living Unit owner nor against any Living Unit, unless the owners and their mortgagees so affected shall consent; and no special amendment shall change the legal description of any Living Unit unless the record owner of the Living Unit concerned and all record owners of mortgages on such Living Units shall join in execution of the special amendment.

ARTICLE X.
ASSOCIATION'S AUTHORITY TO NEGOTIATE LEASES

Section 1. Each and every owner of a Living Unit grants to the Association an Irrevocable power of attorney coupled with an interest for the

purpose of granting the Association the power and authority to negotiate a direct lease for the properties, including the Common Area and Living Units, with the Santa Rosa Island Authority in the event that the Master Lease is terminated through default as provided therein. The acceptance of each document of conveyance of a Living Unit and mortgage affecting a Living Unit shall be deemed to be a grant and acknowledgment of and a consent to the power of the Association to make, execute and record a direct lease with the Santa Rosa Island Authority as contemplated in Section XV of the Master Lease. All rental fees required to be paid to the Santa Rosa Island Authority by the owner of any Living Unit, upon default of the Master Lease, shall be paid to the Association which shall be responsible for the collection and payment of same to the Santa Rosa Island Authority as required by Section XV of the Master Lease.

Section 2. The purpose of this article is to provide compliance with Section XV of the Master Lease.

ARTICLE XI.
RENTS RESERVED

Section 1. All real estate and intangible taxes and lease fees owing to the Santa Rosa Island Authority shall be prorated as of the date of closing between the Declarant and an owner. The lease fees per unit shall be in such amount and shall be subject to the conditions as are set forth in the Master Lease. All annual lease fees owing to the Santa Rosa Island Authority shall be paid to Declarant on the dates and in the amounts as provided in the Master Lease and Declarant will immediately forward said amounts directly to the Island Authority. Declarant reserves the right and authority to direct any and all owners to make the annual lease payments to the Association which shall, at that time, be responsible for immediately forwarding said amounts directly to the Island Authority.

ARTICLE XII.
EXISTING RESTRICTIVE COVENANTS

Section 1. The covenants, conditions and restrictions contained in this Declaration are in addition to those existing general covenants and restrictions dated February 10, 1949, and recorded in Deed Book 294 at page 303 of the public records of Escambia County, Florida.

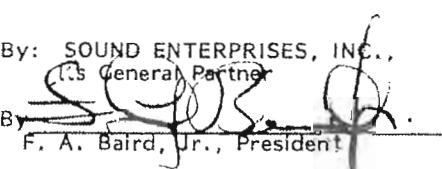
ARTICLE XIII.
CONSENT OF MORTGAGEES AND
SANTA ROSA ISLAND AUTHORITY


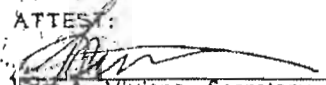
Section 1. The First National Bank of Escambia County, as First Mortgagee, Johnnie Sue Harper Allen and Allen R. Levin, as Trustees under a certain Land Trust Agreement dated May 9, 1980, as Second Mortgagees, and The Santa Rosa Island Authority, as an agency of Escambia County, Florida, join in the execution of this Declaration for the sole purpose of evidencing their consent and agreement to the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the developer has caused this Declaration to be executed by its general partner this 23 day of February, 1983.

SOUND VENTURE, LTD.,
A Florida Limited Partnership

By: SOUND ENTERPRISES, INC.,
(its General Partner)


F. A. Baird, Jr., President


ATTEST:

A. Viviano, Secretary

SANTA ROSA ISLAND AUTHORITY

By Edward B. Jones
Chairman

ATTEST

Patricia A. Mills
Secretary

Witnesses:

Robert M. Boone

Dorothy Phillips

John W. Murray

Beverly Kemp

John W. Murray
John W. Murray

FIRST NATIONAL BANK OF ESCAMBIA COUNTY

By R. S. DeB...
Vice President Chairman

Allen R. Levin

ALLEN R. LEVIN, as Trustee under a certain Land Trust Agreement dated May 9, 1980, and not individually

Johnnie Sue Harper Allen

JOHNNIE SUE HARPER ALLEN, as Trustee under a certain Land Trust Agreement dated May 9, 1980, and not individually

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of February, 1983, by F. A. Baird, Jr, as President, and Sam A. Viviano, as Secretary, of Sound Enterprises, Inc., as General Partner of Sound Venture, Ltd, a Florida Limited Partnership, on behalf of the partnership.

John W. Murray
NOTARY PUBLIC

My Commission expires: 6-19-83

STATE OF FLORIDA

COUNTY OF ESCAMBIA

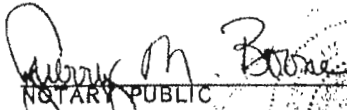

The foregoing instrument was acknowledged before me this 23rd day of Feb, 1983, by EDWARD B. JONES Chairman and PATRICIA A. MILLS Secretary, respectively, of the Santa Rosa Island Authority, for and on behalf of the Authority.

John W. Murray
NOTARY PUBLIC

My Commission expires: 6-19-83

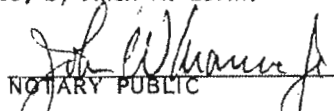
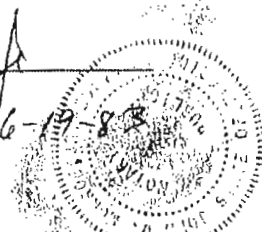
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th
day of February, 1983, by Stephen D. Beckman
the Vice President of First National Bank of Escambia County, a Florida
corporation. Chairman


NOTARY PUBLIC
My Commission expires: 1-12-84




STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th
day of Feb, 1983, by Allen R. Levin.


NOTARY PUBLIC
My Commission expires: 6-19-83


STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th
day of February, 1983, by Johnnie Sue Harper Allen.


NOTARY PUBLIC
My Commission expires: 6-19-83


UNIT #1

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet; thence run North $2^{\circ}05'30''$ East for a distance of 179.75 feet; thence run South $87^{\circ}54'30''$ East for 18.07 feet for the Point of Beginning; thence run South $58^{\circ}05'17''$ East for 18.93 feet; thence run North $31^{\circ}54'43''$ East for 69.80 feet; thence run North $58^{\circ}05'17''$ West for 18.93 feet; thence run South $31^{\circ}54'43''$ West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #2

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature, thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet; thence run North $2^{\circ}05'30''$ East for a distance of 179.75 feet; thence run South $87^{\circ}54'30''$ East for 18.07 feet; thence run South $58^{\circ}05'17''$ East for 18.93 feet for the Point of Beginning, thence continue South $58^{\circ}05'17''$ East for 14.00 feet; thence run North $31^{\circ}54'43''$ East for 69.80 feet; thence run North $58^{\circ}05'17''$ West for 14.00 feet; thence run South $31^{\circ}54'43''$ West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #3

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet; thence run North $2^{\circ}05'30''$ East for a distance of 179.75 feet; thence run South $87^{\circ}54'30''$ East for 18.07 feet; thence run South $58^{\circ}05'17''$ East for 32.93 feet for the Point of Beginning; thence continue South $58^{\circ}05'17''$ East for 14.00 feet; thence run North $31^{\circ}54'43''$ East for 69.80 feet; thence run North $58^{\circ}05'17''$ West for 14.00 feet; thence run South $31^{\circ}54'43''$ West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #4

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet; thence run North $2^{\circ}05'30''$ East for a distance of 179.75 feet; thence run South $87^{\circ}54'30''$ East for 18.07 feet; thence run South $58^{\circ}05'17''$ East for 46.93 feet for the Point of Beginning; thence continue South $58^{\circ}05'17''$ East for 14.00 feet; thence run North $31^{\circ}54'43''$ East for 69.80 feet; thence run North $58^{\circ}05'17''$ West for 14.00 feet; thence run South $31^{\circ}54'43''$ West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #5

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet; thence run North $2^{\circ}05'30''$ East for a distance of 179.75 feet; thence run South $87^{\circ}54'30''$ East for 18.07 feet; thence run South $58^{\circ}05'17''$ East for 60.93 feet for the Point of Beginning; thence continue South $58^{\circ}05'17''$ East for 14.00 feet; thence run North $31^{\circ}54'43''$ East for 69.80 feet; thence run North $58^{\circ}05'17''$ West for 14.00 feet; thence run South $31^{\circ}54'43''$ West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #6

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet; thence run North $2^{\circ}05'30''$ East for a distance of 179.75 feet; thence run South $87^{\circ}54'30''$ East for 18.07 feet; thence run South $58^{\circ}05'17''$ East for 74.93 feet for the Point of Beginning; thence continue South $58^{\circ}05'17''$ East for 14.00 feet; thence run North $31^{\circ}54'43''$ East for 69.80 feet; thence run North $58^{\circ}05'17''$ West for 14.00 feet; thence run South $31^{\circ}54'43''$ West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #7

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet; thence run North $2^{\circ}05'30''$ East for a distance of 179.75 feet; thence run South $87^{\circ}54'30''$ East for 18.07 feet; thence run South $58^{\circ}05'17''$ East for 88.93 feet for the Point of Beginning; thence continue South $58^{\circ}05'17''$ East for 14.00 feet; thence run North $31^{\circ}54'43''$ East for 69.80 feet; thence run North $58^{\circ}05'17''$ West for 14.00 feet; thence run South $31^{\circ}54'43''$ West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #8

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet; thence run North $2^{\circ}05'30''$ East for a distance of 179.75 feet; thence run South $87^{\circ}54'30''$ East for 18.07 feet; thence run South $58^{\circ}05'17''$ East for 102.93 feet for the Point of Beginning; thence continue South $58^{\circ}05'17''$ East for 18.90 feet; thence run North $31^{\circ}54'43''$ East for 69.80 feet; thence run North $58^{\circ}05'17''$ West for 18.90 feet; thence run South $31^{\circ}54'43''$ West for 69.80 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #9

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 139.64 feet; thence run North $2^{\circ}05'30''$ East for 59.68 feet for the Point of Beginning; thence run South $87^{\circ}52'13''$ East for 18.97 feet; thence run North $2^{\circ}07'47''$ East for 68.20 feet; thence run North $87^{\circ}52'13''$ West for 18.97 feet; thence run South $2^{\circ}07'47''$ West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #10

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 139.64 feet; thence run North $2^{\circ}05'30''$ East for 59.68 feet; thence run South $87^{\circ}52'13''$ East for 18.97 feet for the Point of Beginning; thence continue South $87^{\circ}52'13''$ East for 14.00 feet; thence run North $2^{\circ}07'47''$ East for 68.20 feet; thence run North $87^{\circ}52'13''$ West for 14.00 feet; thence run South $2^{\circ}07'47''$ West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #11

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature, thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 139.64 feet; thence run North $2^{\circ}05'30''$ East for 59.68 feet; thence run South $87^{\circ}52'13''$ East for 32.97 feet for the Point of Beginning; thence continue South $87^{\circ}52'13''$ East for 14.00 feet; thence run North $2^{\circ}07'47''$ East for 68.20 feet; thence run North $87^{\circ}52'13''$ West for 14.00 feet; thence run South $2^{\circ}07'47''$ West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #12

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 139.64 feet; thence run North $2^{\circ}05'30''$ East for 59.68 feet; thence run South $87^{\circ}52'13''$ East for 46.97 feet for the Point of Beginning; thence continue South $87^{\circ}52'13''$ East for 14.00 feet; thence run North $2^{\circ}07'47''$ East for 68.20 feet; thence run North $87^{\circ}52'13''$ West for 14.00 feet; thence run South $2^{\circ}07'47''$ West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #13

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 139.64 feet; thence run North 2°05'30" East for 59.68 feet; thence run South 87°52'13" East for 60.97 feet for the Point of Beginning; thence continue South 87°52'13" East for 14.00 feet; thence run North 2°07'47" East for 68.20 feet; thence run North 87°52'13" West for 14.00 feet; thence run South 2°07'47" West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #14

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 139.64 feet; thence run North 2°05'30" East for 59.68 feet; thence run South 87°52'13" East for 74.97 feet for the Point of Beginning; thence continue South 87°52'13" East for 14.00 feet; thence run North 2°07'47" East for 68.20 feet; thence run North 87°52'13" West for 14.00 feet; thence run South 2°07'47" West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #15

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 139.64 feet; thence run North 2°05'30" East for 59.68 feet; thence run South 87°52'13" East for 88.97 feet for the Point of Beginning; thence continue South 87°52'13" East for 14.00 feet; thence run North 2°07'47" East for 68.20 feet; thence run North 87°52'13" West for 14.00 feet; thence run South 2°07'47" West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #16

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 139.64 feet; thence run North 2°05'30" East for 59.68 feet; thence run South 87°52'13" East for 102.97 feet for the Point of Beginning; thence continue South 87°52'13" East for 18.77 feet; thence run North 2°07'47" East for 68.20 feet; thence run North 87°52'13" West for 18.77 feet; thence run South 2°07'47" West for 68.20 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #17

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 332.19 feet; thence run North 2°05'30" East for 53.42 feet for the Point of Beginning; thence run North 31°22'23" East for 19.00 feet; thence run North 58°37'37" West for 70.00 feet; thence run South 31°22'23" West for 19.00 feet; thence run South 58°37'37" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #18

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 332.19 feet; thence run North 2°05'30" East for 53.42 feet; thence run North 31°22'23" East for 19.00 feet for the Point of Beginning; thence continue North 31°22'23" East for 14.00 feet; thence run North 58°37'37" West for 70.00 feet; thence run South 31°22'23" West for 14.00 feet; thence run South 58°37'37" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #19

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 332.19 feet; thence run North $2^{\circ}05'30''$ East for 53.42 feet; thence run North $31^{\circ}22'23''$ East for 33.00 feet for the Point of Beginning; thence continue North $31^{\circ}22'23''$ East for 14.00 feet; thence run North $58^{\circ}37'37''$ West for 70.00 feet; thence run South $31^{\circ}22'23''$ West for 14.00 feet; thence run South $58^{\circ}37'37''$ East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #20

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 332.19 feet; thence run North $2^{\circ}05'30''$ East for 53.42 feet; thence run North $31^{\circ}22'23''$ East for 47.00 feet for the Point of Beginning; thence continue North $31^{\circ}22'23''$ East for 14.00 feet; thence run North $58^{\circ}37'37''$ West for 70.00 feet; thence run South $31^{\circ}22'23''$ West for 14.00 feet; thence run South $58^{\circ}37'37''$ East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #21

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 332.19 feet; thence run North $2^{\circ}05'30''$ East for 53.42 feet; thence run North $31^{\circ}22'23''$ East for 61.00 feet for the Point of Beginning; thence continue North $31^{\circ}22'23''$ East for 14.00 feet; thence run North $58^{\circ}37'37''$ West for 70.00 feet; thence run South $31^{\circ}22'23''$ West for 14.00 feet; thence run South $58^{\circ}37'37''$ East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #22

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature, thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 332.19 feet; thence run North 2°05'30" East for 53.42 feet; thence run North 31°22'23" East for 75.00 feet for the Point of Beginning; thence continue North 31°22'23" East for 14.00 feet; thence run North 58°37'37" West for 70.00 feet; thence run South 31°22'23" West for 14.00 feet; thence run South 58°37'37" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #23

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature, thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 332.19 feet; thence run North 2°05'30" East for 53.42 feet; thence run North 31°22'23" East for 89.00 feet for the Point of Beginning; thence continue North 31°22'23" East for 14.00 feet; thence run North 58°37'37" West for 70.00 feet; thence run South 31°22'23" West for 14.00 feet; thence run South 58°37'37" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #24

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 332.19 feet; thence run North 2°05'30" East for 53.42 feet; thence run North 31°22'23" East for 103.00 feet for the Point of Beginning; thence continue North 31°22'23" East for 19.00 feet; thence run North 58°37'37" West for 70.00 feet; thence run South 31°22'23" West for 19.00 feet; thence run South 58°37'37" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #25

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North $2^{\circ}05'30''$ East for 186.94 feet; thence run North $87^{\circ}54'30''$ West for 86.56 feet for the Point of Beginning; thence run North $32^{\circ}06'31''$ East for 19.00 feet; thence run North $57^{\circ}53'29''$ West for 70.00 feet; thence run South $32^{\circ}06'31''$ West for 19.00 feet, thence South $57^{\circ}53'29''$ East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #26

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North $2^{\circ}05'30''$ East for 186.94 feet; thence run North $87^{\circ}54'30''$ West for 86.56 feet; thence run North $32^{\circ}06'31''$ East for 19.00 feet for the Point of Beginning; thence continue North $32^{\circ}06'31''$ East for 14.00 feet, thence run North $57^{\circ}53'29''$ West for 70.00 feet; thence run South $32^{\circ}06'31''$ West for 14.00 feet; thence South $57^{\circ}53'29''$ East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #27

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North $2^{\circ}05'30''$ East for 186.94 feet; thence run North $87^{\circ}54'30''$ West for 86.56 feet; thence run North $32^{\circ}06'31''$ East for 33.00 feet for the Point of Beginning; thence continue North $32^{\circ}06'31''$ East for 14.00 feet; thence run North $57^{\circ}53'29''$ West for 70.00 feet; thence run South $32^{\circ}06'31''$ West for 14.00 feet; thence South $57^{\circ}53'29''$ East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #28

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument, thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North 2°05'30" East for 186.94 feet; thence run North 87°54'30" West for 86.56 feet; thence run North 32°06'31" East for 47.00 feet for the Point of Beginning; thence continue North 32°06'31" East for 14.00 feet; thence run North 57°53'29" West for 70.00 feet; thence run South 32°06'31" West for 14.00 feet; thence South 57°53'29" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #29

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument, thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North 2°05'30" East for 186.94 feet; thence run North 87°54'30" West for 86.56 feet; thence run North 32°06'31" East for 61.00 feet for the Point of Beginning; thence continue North 32°06'31" East for 14.00 feet; thence run North 57°53'29" West for 70.00 feet; thence run South 32°06'31" West for 14.00 feet; thence South 57°53'29" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #30

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 2,098.09 feet to a concrete monument, thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South 4°06'15" West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road, thence run South 87°54'30" East along said right-of-way 500.00 feet to a point; thence continue South 87°54'30" East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North 2°05'30" East for 186.94 feet; thence run North 87°54'30" West for 86.56 feet; thence run North 32°06'31" East for 75.00 feet for the Point of Beginning; thence continue North 32°06'31" East for 14.00 feet; thence run North 57°53'29" West for 70.00 feet; thence run South 32°06'31" West for 14.00 feet; thence South 57°53'29" East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #31

Commencing at the Southwest corner of Block "A", Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature; thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North $2^{\circ}05'30''$ East for 186.94 feet; thence run North $87^{\circ}54'30''$ West for 86.56 feet; thence run North $32^{\circ}06'31''$ East for 89.00 feet for the Point of Beginning; thence continue North $32^{\circ}06'31''$ East for 14.00 feet; thence run North $57^{\circ}53'29''$ West for 70.00 feet, thence run South $32^{\circ}06'31''$ West for 14.00 feet; thence South $57^{\circ}53'29''$ East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

UNIT #32

Commencing at the Southwest corner of Block "A", Villa Sabino Subdivision, a subdivision as recorded in Plat Book 5, Page 63 of the Public Records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a Point of Curvature, thence along the curve an arc distance of 414.66 feet to the Point of Tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of $4^{\circ}13'30''$ and curving to the South; thence North $87^{\circ}54'30''$ West along said North right-of-way line 2,098.09 feet to a concrete monument; thence North $4^{\circ}06'15''$ East 209.45 feet to a concrete monument (hereinafter called Point "A"); thence run South $4^{\circ}06'15''$ West along line last traversed 209.45 feet to the Northerly right-of-way line of Fort Pickens Road; thence run South $87^{\circ}54'30''$ East along said right-of-way 500.00 feet to a point; thence continue South $87^{\circ}54'30''$ East along said right-of-way for 441.78 feet; thence leaving said right-of-way run North $2^{\circ}05'30''$ East for 186.94 feet; thence run North $87^{\circ}54'30''$ West for 86.56 feet; thence run North $32^{\circ}06'31''$ East for 103.00 feet for the Point of Beginning; thence continue North $32^{\circ}06'31''$ East for 27.00 feet; thence run North $57^{\circ}53'29''$ West for 70.00 feet; thence run South $32^{\circ}06'31''$ West for 27.00 feet; thence South $57^{\circ}53'29''$ East for 70.00 feet to the Point of Beginning. All lying and being in Escambia County, Florida.

1954 27
 MAR 3 1 57 PM '53
 PUBLIC RECORDS
 ESCAMBIA COUNTY, FLORIDA

THE ESCAMBIA SUN-PRESS, LLC



RECORDED IN OFFICIAL RECORDS BOOK 6969 AT PAGE 362 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

948

Escambia County, Florida

STATUTORY NOTICE
Chapter 712, Florida Statutes
SAN DE LUNA HOMEOWNERS' ASSOCIATION, INC.
P.O. BOX 11690
PENSACOLA, FL 32524

STATEMENT OF MARKETABLE TITLE ACTION

The San-De Luna Homeowners' Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 1736, Page 918, of the public records of Escambia County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Escambia County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

DESCRIPTION OF ALL LAND AFFECTED BY NOTICE

Commencing at the Southwest corner of Block A, Villa Sabine Subdivision, a subdivision as recorded in Plat Book 5, page 63, of the public records of Escambia County, Florida (said Southwest corner being on the North right-of-way line of Fort Pickens Road); thence Westerly along the North right-of-way line of said Fort Pickens Road a distance of 3,537.25 feet to a point of curvature; thence along the curve an arc distance of 414.66 feet to the point of tangency, said curve having a radius of 5,623.32 feet, tangent of 207.43 feet and delta of 4°13'30" and curving to the south, thence North 87°54'30" West along the said North right-of-way line 2,098.09 feet to a concrete monument; thence North 4°06'15" East 209.45 feet to a concrete monument (hereinafter called Point A); thence run South 4°06'15" West along line last traversed 209.45 feet to the northerly right-of-way line of Fort Pickens Road; thence run South 87°54'30" East along said right-of-way 500.00 feet for the point of beginning; thence run North 2°05'30" East for a distance of 330.80 feet to an iron pipe; thence continue North 2°05'30" East 15 feet more or less to a point on the ordinary high water line of Santa Rosa Sound; said point hereinafter known as Point "C"; thence beginning again at the Point of Beginning, run along said North right-of-way line of Fort Pickens Road South 87°54'30" East for a distance of 441.78 feet; thence run North 2°05'30" East for a distance of 439.81 feet to an iron pipe; thence continue North 2°05'30" East 20 feet more or less to a point on the ordinary high water line of Santa Rosa Sound, said point hereinafter known as Point "D"; thence meander southwesterly along said high water line 455 feet more or less to Point "C" and the termination of this description (the "Properties").

Attached hereto and incorporated herein as Exhibit "A" is a certified copy of that certain Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 1736, Page 918, of the public records of Escambia County, Florida, to be preserved.

SAN DE LUNA HOMEOWNERS' ASSOCIATION, INC.

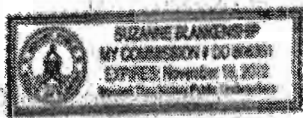
By Sharon De Castro
SHARON DE CASTRO, Secretary

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me on this the 22 day of January, 2013, by Sharon De Castro, Secretary of San De Luna Homeowners' Association, Inc., a Florida not for profit corporation.

Personally Known
 Produced Identification

Type of Identification Produced: Louisiana Driver License



Suzanne Blankenship
NOTARY PUBLIC STATE OF FLORIDA
Print Name: Suzanne Blankenship
My Commission Expires: DD 806351
Commission Number: November 16, 2012

personally appeared

who on oath says that he is
ress, a weekly newspaper
ola in Escambia County,
of advertisement, being a

STATUTORY
OCIATION

Court
the issues of

Escambia Sun-Press is a
nton) Pensacola, in said
it the said newspaper has
d in said Escambia County,
tered as second class mail
, in said Escambia County,
next preceding the first
advertisement; and affiant
nor promised any person,
ate, commission or refund
tisement for publication in

[Signature]

PUBLISHER

his 14TH
A.D., 20 13

Heather Pardee

HEATHER PARDEE

NOTARY PUBLIC

Heather Pardee
Notary Public
State of Florida
My Commission Expires 06/24/2016
My Commission No. EE 210456

oaw-2w-02-07-14-2013

THE ESCAMBIA SUN-PRESS, LLC



PUBLISHED WEEKLY SINCE 1948

(Warrington) Pensacola, Escambia County, Florida

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared
Michael P. Driver

who is personally known to me and who on oath says that he is
Publisher of The Escambia Sun Press, a weekly newspaper
published at (Warrington) Pensacola in Escambia County,
Florida; that the attached copy of advertisement, being a
NOTICE in the matter of STATUTORY
SAN DELUNA HOMEOWNERS' ASSOCIATION

_____ in the _____ Court
was published in said newspaper in the issues of _____
FEBRUARY 07 & 14, 2013

Affiant further says that the said Escambia Sun-Press is a
newspaper published at (Warrington) Pensacola, in said
Escambia County, Florida, and that the said newspaper has
heretofore been continuously published in said Escambia County,
Florida each week and has been entered as second class mail
matter at the post office in Pensacola, in said Escambia County,
Florida, for a period of one year next preceding the first
publication of the attached copy of advertisement; and affiant
further says that he has neither paid nor promised any person,
firm or corporation any discount, rebate, commission or refund
for the purpose of securing this advertisement for publication in
the said newspaper.

Michael P. Driver

PUBLISHER

Sworn to and subscribed before me this 14TH
day of FEBRUARY A.D., 20 13

Heather Pardee

HEATHER PARDEE

NOTARY PUBLIC

Heather Pardee
Notary Public
State of Florida

My Commission Expires 06/24/2016
My Commission No. EE 210456

162 OF THE PUBLIC
DA

, INC.

ION

tion to ensure that the Declaration of Covenants,
records of Escambia County, Florida, as may be
Association, retains its status as the source of mar-
ketable cause the notice required by chapter 712, Florida
Statute and its attachments are available through the
Association.

NOTICE

Com recorded in Plat Book 5, page 63, of the public records
of Escambia County, Florida; thence Westerly along the North
right-of-way of curvature; thence along the curve an arc
distance of 207.43 feet and delta of 4°13'30" and curv-
ing to a concrete monument; thence North 4°06'15"
East 5" West along line last traversed 209.45 feet to the
north-right-of-way 500.00 feet for the point of beginning;
thence North 2°05'30" East 15 feet more or less to a point
on the line; thence beginning again at the Point of Beginning,
run a distance of 441.78 feet; thence run North 2°05'30" East
for a distance of 20 feet more or less to a point on the
ordinary meander southwesterly along said high water
line.

Attachment of Covenants, Conditions and Restrictions,
recorded in Escambia County, Florida, to be preserved.

DELUNA HOMEOWNERS' ASSOCIATION

Harold de Castro
HAROLD DE CASTRO, Secretary

the 22 day of January, 2013,
Escambia County, Florida, a Florida not-for-profit

use

STATE OF FLORIDA
Heather Pardee
Notary Public
Commission No. DD 206351
November 16, 2012

oav