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Prepared by:  
Tod Odom  
P.O. Box 1540  
Orange Beach, AL 36561

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR PARADISE ISLE SUBDIVISION**

This DECLARATION is made and entered on this 6<sup>th</sup> day of ~~July~~ <sup>August</sup>, 1999, by REGAL OAKS, INC., an Alabama corporation, hereafter referred to as "Declarant," witnesseth:

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

WHEREAS, Declarant desires to develop the property in a manner which will further the enjoyment of the natural resources of the property and the surrounding area, and desires to encourage a harmonious architecture to provide for and allow for the self-governing of the development by its owners, and to provide a guide for development which will preserve certain values;

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

**ARTICLE I  
DEFINITIONS**

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

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

Section 3. "Properties" shall mean and refer to that certain real property platted as PARADISE ISLE SUBDIVISION and such additions to the property as may subsequently be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property or easements (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the conveyance of the first Lots is as follows:

- a. Blocks "A", "B", and "C" of PARADISE ISLE SUBDIVISION

19 1/2

b. All non-access entrance areas and access, utility, drainage and fencing easements as shown on the Plat, if any.

Section 5. "Lot" shall mean and refer to each of the platted lots shown on the plat of PARADISE ISLE SUBDIVISION.

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

Section 7. "Common Expenses" shall include expenditures made or liabilities incurred by the Association for the benefit of the Common Areas and the Properties as otherwise authorized in this Declaration, together with payments or obligations to reserve accounts.

Section 8. "Plat" shall mean and refer to the Plat of Paradise Isle Subdivision, as recorded in the public records of Escambia County, Florida.

## ARTICLE II RIGHTS OF OWNERS IN THE COMMON AREAS

Section 1. Title to Common Areas. The Declarant may retain the legal title to the Common Areas until such time as it has completed improvements thereon and until such time, as in the opinion of the Declarant, the Association is able to maintain the Common Areas; but, notwithstanding any provision herein, the Declarant hereby covenants for itself and its successors and assigns that, subject to the foregoing, Declarant shall convey the Common Areas to the Association not later than the date on which control of the Association is turned over to the Class A Members as provided in Article III, Section 2, hereof, free and clear of all liens and encumbrances, except real property taxes for the year in which the conveyance takes place, any easements granted by the Declarant pursuant to this Article II, and subject to this Declaration.

Section 2. Restrictions on use of Common Areas. No Owner shall place or cause to be placed any structure, sign, or other item on any portion of the Common Areas.

Section 3. The Association shall have the obligation to maintain entrance signs, lighting, fencing and landscaping in the Common Areas. In the event the Association is dissolved or otherwise ceases to exist, then the Association shall have the right to assign, transfer and deliver over to a governmental authority or to any other organization the powers reserved in this Declaration to the Association. However, the local government authority and any special assessment district created thereby is under no obligation to accept any such assignment or transfer.

Section 4. Utility Easements. There is reserved unto the Declarant until the date on which control of the Association is turned over to the Class "A" members as provided in Article III, Section 2, hereof, the right to grant easements for the installation and maintenance of public utilities on the Common Areas in addition to those already reserved.

Section 5. Permits and Licenses. The Association has the right to grant permits, licenses and easements over the Common Areas for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Areas.

Section 6. Easements. The easements as shown on the Plat, if any, shall be part of the Common Areas, subject to the obligation of the Association to maintain the fencing, lighting, signs, irrigation system and landscaping which may be located on such easements. The 10' drainage easement on the property line of lots 12 & 13 shall be maintained by the Association.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

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

Class B. The Class B member shall be the Declarant, which shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or
- (b) Five (5) years following conveyance of the first Lot, whichever event is earlier.

The conversion of Class B membership to Class A membership may be referred to below as the "turnover".

**ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments (if any) for capital improvements or repairs, such assessments to be established and collected as provided below. Each assessment, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of that Owner unless expressly assumed by them, except as provided in Section 6 below. All Common Areas shall be exempt from assessments, charges and liens hereunder.

Section 2. Purpose of Assessments. Any assessments levied by the Association shall be used exclusively for governmental taxes and assessments, and the maintenance, repair and replacement of the Common Areas, including, but not limited to, sign and fence maintenance, landscaping upkeep, and utility maintenance and costs, if any.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The annual assessments shall commence on a date (which shall be the 15th day of a month) fixed by the Board of Directors of the Association, herein called the "Date of Commencement." The first annual assessment shall be levied for the balance of the calendar year in which it is imposed. The assessments for any year, after the first year, shall be payable in one annual installment on the 15th day of January of each year.

year. The amount of the first annual assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 4 below as the number of months remaining in the year of the first annual assessment (from and including the month of the Date of Commencement) bears to twelve.

**Section 4. Basis and Maximum of Annual Assessments.** Except as otherwise provided, annual assessments for the initial year of operation of the Association shall be ~~\$125.00~~ per year per Lot. The annual assessments are subject to proration as provided in Section 3 of this Article, and are subject to increase in subsequent years as provided below.

Except as otherwise provided, all assessments shall be payable from the date determined by the Board of Directors as provided in Section 3 of this Article.

Until control of the Association is delivered to the Class "A" Members as provided in Article III, Section 2 above, the Declarant shall pay the difference in cost between the amounts collected from the Class "A" Members and the actual cost of maintenance. After turnover, the Declarant shall be obligated to pay the same assessments paid by other Class "A" Members, but shall not guarantee any deficiencies. The annual assessment may be adjusted for the next succeeding year and at the end of each period of one year for each succeeding period of one year. The Board of Directors, in its discretion, may increase the annual assessment by up to ten percent (10%) above the annual assessment for the previous year without the approval of any members. Any increase in the annual assessment in excess of ten percent (10%) above the annual assessment for the previous year shall require the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**Section 5. Special Assessments.** In addition to the annual assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment, for the purpose of defraying, in whole or in part, the cost of any improvements, unexpected repairs or replacements of any kind upon the Common Areas, 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 that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**Section 6. Effect of Nonpayment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of Association.** If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as provided below, become a continuing lien on the property which shall bind such property in the hand of the then Owner, his heirs, devisees, personal representatives and assigns. Each Owner (except the Declarant) agrees that it shall be liable for and promptly pay when due to the Association all assessments and special assessments. The Owner agrees and understands that in the event that an Owner fails to make payment when due, the Association shall have the right to record a lien against the Owner's Lot in the form of a statement signed by the President or Vice-President of the Association in recordable form. The Association shall have the right to enforce the lien in the manner provided under Florida law for foreclosures of mortgage liens. The Owner shall pay interest on the amount owed at the highest rate permitted by law and all court costs and attorneys' fees and costs incurred in collection, as well as all fees incurred in foreclosure of such lien. The personal obligation of the then Owner to pay such assessment, however, shall remain his/her personal obligation for the statutory period; provided, however, that no voluntary sale of any Lot shall be effective, nor shall any marketable title be conveyed, unless and until the seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the seller has paid all assessments to date. If no such certificate is obtained and recorded, the purchaser shall be conclusively presumed to have assumed such past due assessments and shall

become liable therefor. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with costs of the action.

**Section 7. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or mortgages now or hereafter placed upon the Lots subject to assessment and also subordinated to a deed given to a mortgagee if and only if given in lieu of foreclosure of such recorded mortgage and in full satisfaction thereof; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lots pursuant to a decree of foreclosure or deed in lieu of foreclosure. Such sale or transfer shall not relieve such Lots from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which again will be subordinated to the lien of a new first mortgage placed upon the Lots.

## ARTICLE V PROPERTY MAINTENANCE

In the event of the failure of any Owner to maintain his property (including the maintenance of shrubs, fences and exteriors) in good condition and repair, and in accordance with the provisions of this Declaration, the Association shall have the right, but not the obligation, to enter upon such Owner's property and take such corrective action as is reasonably necessary to put such Owner's property in good condition and repair. The cost of such corrective actions, including administrative, professional and legal costs, shall be paid by such Lot Owner within thirty (30) days after the Association has sent a statement reflecting the charges for such work to the Owner. Any amounts not paid within said thirty (30) days shall become a lien in favor of the Association upon the affected property until paid. The lien shall become effective upon the filing of a Notice of Lien setting forth the legal description of the Lot, the date and nature of the actions undertaken by the Association affecting the property, and the total amount of charges therefor. A copy of said Notice shall be sent by United States Mail to the Owner of such affected property. Should it become necessary for the Association to enforce the lien through foreclosure or legal action, or otherwise to attempt collection of the unpaid amount, the Owner shall be liable for all expenses incurred in connection therewith including, but not limited to, attorneys' fees and costs of court.

## ARTICLE VI ARCHITECTURAL CONTROL

**Section 1. Appointment of Board.** There shall be appointed by the Board of Directors of the Association the Paradise Isle Architectural Review Board (ARB), which board shall consist of at least three (3) Members of the Association. Until "turnover", the ARB shall consist of Tod Odom and Wade Odom.

**Section 2. Architectural Guidelines Manual.** The restrictions and guidelines of construction and improvement of the Lots are contained in the "Architectural Guidelines for Paradise Isle", a copy of which is attached to this Declaration as Exhibit "B" and by reference incorporated herein (hereinafter referred to as the "Architectural Guidelines").

**Section 3. Review by ARB.** The ARB, in its review of all proposed construction, modifications, or alterations of existing structures, shall be guided by the Architectural Guidelines and the following standards of review:

a. **Architectural Control.** No building, fence, wall, or other addition or modification to existing structures shall be commenced, erected or maintained upon the Lots, nor shall any exterior addition to or change or alteration therein, including patio covers, be made, nor any landscaping done, until the plans, drawn to appropriate scale, and specifications showing the nature, kind, shape, height, material and location of the same including exterior finish and color scheme, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the ARB, in accordance with the Architectural Guidelines.

b. **The Review Process.** The Architectural Review Board (ARB) exists to review all buildings proposed for construction on the Lots and to encourage high quality architectural design. The review process has been set up to establish a systematic and uniform review of proposed construction. All submittals to the ARB for residential construction are recommended to be made by an Architect registered in the State of Florida, or by a well-recognized and well-qualified residential designer. Though the ARB serves to enforce the covenants and the Architectural Guidelines, it does not wish to stifle the creativity of the Architect or Owner in producing a unique home site. The ARB, however, through its architectural review process may disapprove any proposed construction for purely aesthetic reasons, where in its sole judgment such action is required to protect the beauty and harmony of the development. The ARB retains subjective judgment authority to approve or disapprove plans. "Subjective judgment" does not imply "unreasonable judgment," and approval of plans shall not be unreasonably withheld; however, the ARB shall retain absolute subjective judgment authority in every event and in all circumstances.

The ARB shall require, with the submission of any plans, a non-refundable fee for review of those submittals. The initial fee shall be Two Hundred Fifty Dollars (\$250.00), which may be adjusted by a majority vote of the ARB.

Written approval or disapproval of the proposed building shall be given within thirty (30) days of receipt of complete documentation as required in this Declaration and the Architectural Guidelines. Failure to approve or disapprove within thirty (30) days shall be deemed an approval. In the event the ARB disapproves any proposed plans, it shall state the specific basis and reasons for the denial.

Because it is the ARB's intention to look merely at the overall construction and appearance of a proposed home, no approval of plans, home location, or specifications shall be construed to represent or imply that such plans, location or specifications will, if followed, result in a properly designed residence, nor that said residence will comply with applicable federal, state, or local governmental regulations; nor will such approval be construed as representing or guaranteeing that any residence will be built in a good and workmanlike manner. The Declarant, ARB, and/or Association shall not be responsible or liable for any defects in any plans submitted, revised, or approved.

c. **Prior Approval Required.** No site clearing, material deliveries, or construction may begin without first obtaining written approval from the ARB and an Escambia County building permit. Therefore, the review process must begin early enough to obtain approval that coordinates with the construction schedule. All normal procedures set up by the Escambia County Building Department must be followed. Any lot owner who desires to build over or in any wetland area must first obtain the appropriate permits to do so. Otherwise, these areas are to be preserved.

d. Site Design Standards and Criteria. In addition to the provisions set forth in the Architectural Guidelines, the following shall apply:

1. The front property lines of properties shall be the lines fronting on Surfview Drive.
2. No residential structure shall be erected on any Lot which does not conform to the setback lines drawn on the Plat. Minor variances to the foregoing setback limitations may be granted by a written waiver executed by the ARB, provided any such minor variance does not conflict with any building or zoning code or ordinance.
3. No manufactured home, pre-fabricated home, or mobile home shall be permitted on any Lot.

e. Attorneys' Fees. In all litigation involving architectural control, the prevailing party shall be entitled to collect and shall be awarded attorneys' fees and court costs.

## ARTICLE VII GENERAL RESTRICTIONS

Section 1. The lots may be used for residential dwelling units and for no other purpose, except that individual residential dwelling units may be used as model homes by the Declarant or a builder approved by Declarant during the development of the Properties. Only one residence will be allowed on each lot except Lots 13 and 14, Developer may build a matching guest house to each residence.

Section 2. No trailer, mobile home, motor home, camper, motorcycle, boat, boat trailer, personal watercraft, personal watercraft trailer, house trailer, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles and operating passenger vans shall be parked in any driveway or on any Lot except in a garage.

Section 3. If one Lot and all or a portion of an adjacent Lot within the subdivision are utilized for one single-family residential purpose, the setbacks required herein shall be measured from the boundary lines of the entire building plot being then and there utilized and devoted to the single-family residence.

Section 4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, and except as required during construction of any dwelling, no structure of a temporary character, trailer, tent, shack, detached garage, barn or other outbuilding shall be constructed or permitted to remain on any Lot.

Section 5. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood, nor shall any Lot be used for the purpose of carrying on a trade, profession, business or public amusement, except that an office may be maintained in a home so long as there are not signs visible to the street, no regular customers or client traffic, and no more than two automobiles parked on the premises for business purposes at any time.

Section 6. No outside clothesline or other items detrimental to the appearance shall be permitted on any Lot. In addition, no basketball backboards and/or goals visible from the street shall be permitted on any Lot, unless approved by ARB.

Section 7. NO OUTSIDE PETS ARE ALLOWED. Household pets are allowed indoors ONLY, provided that no Owner shall have more than a total of two (2) such pets. All dogs shall be kept on a leash when outdoors (with Owner), and shall not be permitted to be left outside or on decks or porches without Owner. Barking dogs shall be considered an annoyance to other Owners and shall not be permitted. Pit bulldogs, or cross-breeds of pit bulldogs, shall not be permitted under any circumstances.

Section 8. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 9. No sign of any kind shall be displayed in the public view on any Lot except one sign of reasonable size advertising the Lot for sale or rent or used by a builder to advertise the property during the construction and sales period.

Section 10. All electric and telephone service lines and wiring for any building erected on a Lot shall be underground. In addition, all cablevision wiring shall be underground and no conventional television or shortwave antennas shall be permitted, nor shall a satellite dish be permitted, except for a small satellite dish with a diameter not to exceed twenty-four inches (24") and mounted to the main structure of the home and not visible from the street. No Standard TV antennas will be allowed unless approved by the ARB.

Section 11. Easements for installation and maintenance of utilities are reserved where necessary for such installation and maintenance.

Section 12. No exploration or drilling for oil, gas or other minerals, and no oil refineries of any kind shall be permitted or allowed on any Lot.

Section 13. All federal laws, laws of the State of Florida and the County of Escambia, and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewage disposal, water supply and sanitation are incorporated herein and made a part hereof.

Section 14. In the interest of public health and sanitation and in order that the property described above and all other land in the same locality may benefit by a decrease in hazards of pollution, and for the protection of water supplies, recreation, wildlife, and other public users of storm drainage facilities, no Owner or occupant of any Lot shall use such Lot for any purpose which would result, directly or indirectly, in the draining or dumping into any drainage system any refuse, sewage, or other material which might tend to pollute said waters.

Section 15. The sides of all drapes visible to the outside of each Owner's dwelling shall be white or light in color.

Section 16. No radio, stereo, or other device transmitting sound, live or recorded, or any noise from any other source, shall be played in any loud manner. "Loud manner" is defined as any decibel level which could be an annoyance to neighboring Lots.

Section 17. The installation and/or addition of solar panels, windmills, or other forms of energy-generating equipment are subject to the approval of the ARB under the procedure established above. Such equipment shall be installed or constructed in such manner as to conform to the architectural design of the approved dwelling and shall be concealed from view as much as possible, and at the sole discretion of the ARB shall conform to the overall development and aesthetic scheme of the Subdivision.



Section 18. No window or wall air conditioning units shall be permitted. All air conditioning compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

Section 19. All water service to the Property shall be supplied by means of the public water supply providing service to the Property. No well of any kind shall be dug or drilled on any Lot to provide water for use within any structures to be built or to provide for irrigation of landscaping or otherwise.

Section 20. During construction of a dwelling or other improvements upon a Lot, the Owner shall be required to maintain the Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot. All main structures constructed upon the Lot shall be completed within one (1) year of commencement of construction, except where such completion is impossible due to strikes, fires, national emergencies, or natural calamities, or unless waived in writing by the Declarant or the ARB. The Declarant or the ARB may, at their option, establish reasonable hours for construction activities so as to result in minimal disturbance to Owners of land adjacent to the Property.

Section 21. In the event of damage or destruction by fire or other casualty to any improvements located upon any Lot, the Owner of such improvements shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner within a reasonable time, not to exceed one (1) year and in accordance with the provision of this Declaration. All debris must be removed and the Lot restored to an orderly condition within sixty (60) days of such damage or destruction. Any repairs or reconstruction shall be subject to the approval of the ARB in accordance with the Architectural Guidelines.

Section 22. Following completion of construction, an Owner of a Lot may not cause or permit any alteration, modification, renovation or reconstruction to be made to the structural components, roof, or exterior appearance of his dwelling including driveways and parking areas and including the installation of window air conditioners, nor make any additions to the exterior of his dwelling inconsistent with this Declaration without the prior written approval of the ARB, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or better quality as originally installed as part of the construction.

## ARTICLE VIII GENERAL PROVISIONS

### Section 1. Enforcement.

a. Violation of any covenant, restriction or reservation shall give the Declarant, its agents or assigns, or the Association, the right to enter upon the Property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed as a trespass.

b. If any Owner, tenant, or occupant of this Subdivision shall violate any of these covenants, restrictions and reservations while in force and effect, it shall be lawful for the Declarant, its agents or assigns, the Association, or any other person having any ownership interest in any other Lot, to prosecute by proceeding at law or in equity against any person violating or attempting to violate such covenants, restrictions and reservations and either to prevent them from doing so or to recover damages for such violation. In the event Declarant, or its agents or assigns, or the Association, or any other Owner shall commence any proceeding to enforce these covenants, restrictions and reservations or be required to defend any such suit regarding such covenants, restrictions and reservations and prevail in any such obligation regarding the enforcement or upholding of such covenants, restrictions and reservations, then in such event the party against whom such action has been brought or defended shall be responsible to pay to the prevailing party a reasonable attorney's fee for the bringing or defending of such action.

**Section 2. Severability.** Invalidation of any one of these covenants, restrictions, or reservations by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

**Section 3. Amendment.** The covenants, restrictions, and reservations of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Owners of not less than fifty-one percent (51.0%) of the votes of the Lot Owners (in accordance with the voting rights specified in Article III, above).

**Section 4. Annexation of Additional Properties.**

a. **Annexation:**

(1) **By the Members.** Additional residential property and Common Areas may be annexed to the Properties, with the consent of fifty-one percent (51.0%) of the votes of the members (in accordance with the voting rights specified in Article III above).  
or

(2) **By the Declarant.** Additional residential property and Common Areas may be annexed to the Properties by the Declarant for a period of twenty (20) years from the date this Declaration is recorded, without consent of the Association or Lot Owners.

b. **Supplemental Declaration.** The additional property annexed shall be added by a supplemental declaration which shall become effective upon recording in the county's public records. The supplemental declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property or to integrate the additional property with the existing Properties. Upon recording, the additional property shall be considered as a part of the Subdivision for all purposes of this Declaration.

c. **Access and Utilities to Additional Property.** To provide access between the Properties and any additional property developed by Declarant, whether or not such additional property is actually annexed to the Properties, Declarant (or its assigns) reserves the right to use the existing roads, utilities and easements of the Subdivision for the use and benefit of such additional property and the development thereof. Declarant also reserves the right, without consent of the Association or Owners, to re-plot and develop any undeveloped portion of the Properties.

**Section 5. Waiver of Violations.** The Board of Directors of the Association is granted the right to waive minor violations of these covenants, upon determination by the Board of Directors of the Association that the violation waived is minor, and does not adversely affect the value of the Lots in the remainder of the development.

**Section 6. No Forfeiture of Title.** In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

IN WITNESS WHEREOF, REGAL OAKS, INC., has caused this instrument to be executed by its Vice-President and its corporate seal to be affixed hereto this day of August, 1999.

Signed, sealed and delivered in the presence of:

- 1. Wade H. Odom  
Print Name: Wade H. Odom
- 2. Peter M. Kummer  
Print Name: PETER M. KUMMER

REGAL OAKS, INC., an Alabama corporation

By: Tod Odom  
Its Vice-President Tod Odom

Address: P.O. Box 1540  
Orange Beach, AL 36561

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 1999, by Tod Odom, Vice-President of Regal Oaks, Inc., an Alabama corporation, on behalf of that corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Thomas O. Marks  
\_\_\_\_\_  
Thomas O. Marks  
Notary Public  
My commission expires: 9-14-2002

{SEAL}

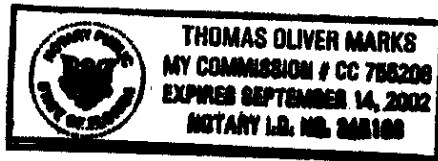


EXHIBIT "A"

A TRACT OF LAND IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FORT MCRAE ROAD, 100 FEET WIDE, WITH THE EAST AFORESAID SECTION 35, THENCE NORTH 00 DEGREE 02 MINUTES 10 SECONDS EAST FOR 650 FEET ALONG THE EAST LINE OF SAID SECTION 35, THENCE SOUTH 89 DEGREES 57 MINUTES 50 SECONDS WEST FOR 300.00 FEET ALONG THE LINE 650 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF SAID FORT MCRAE ROAD, THENCE SOUTH 00 DEGREES 02 MINUTES 10 SECONDS WEST FOR 650 FEET ALONG THE LINE PARALLEL TO THE EAST LINE OF SAID SECTION 35 TO A POINT IN THE NORTH LINE OF AFORESAID FORT MCRAE ROAD, THENCE NORTH 89 DEGREES 57 MINUTES 50 SECONDS EAST FOR 300.00 FEET ALONG THE NORTH LINE OF SAID FORT MCRAE ROAD TO THE POINT OF BEGINNING.

**EXHIBIT "B"**

**ARCHITECTURAL GUIDELINES FOR PARADISE ISLE**

\* The following are binding architectural and building restrictions for Paradise Isle.

**I. SITE PLANNING**

**A. PLANNING CONSIDERATIONS AND RESTRICTIONS**

1. The subdivision is governed by the Escambia County Land Use Ordinance and Coastal Construction requirements. These Covenants are in addition to County requirements. In the event issues are addressed in both the County ordinance and these Covenants, the most restrictive requirement will apply.
2. The building height may not exceed 3 stories (including ground floor). The Architectural Review Board reserves the right to limit excessive height of any buildings.
3. Setback restrictions;
  - a. Front yard - 25 feet.
  - b. Side yard - 10 percent of the lot width, except as noted on the plat.
  - c. Rear yard - As noted on the plat.
4. Front yard drainage swales must be maintained by lot owner.

**B. PARKING AND PAVING**

1. All driveways and sidewalks shall be concrete material. Asphalt, shell, etc. are not allowed. The location and design of all driveways must be pre-approved by the Architectural Review Board (ARB).
2. Patio areas must not be visible from the street. Patios must be constructed of concrete materials. Use of brick or colored concrete pavers is encouraged in lieu of concrete, but it must be independently approved by the Architectural Review Board (ARB).
3. Each lot shall provide parking for a minimum of two cars in an enclosed garage. All garages must have garage door(s) which are incorporated into the overall design of the home. In addition, driveways shall provide capacity for two additional parked cars (side by side in front of garage is acceptable).

4. Recreational vehicles, boats, personal watercraft, trailers and disabled vehicles are not permitted to be stored on site unless completely stored in the garage with the garage door closed.
5. Accessory structures or separate storage sheds of any kind are not permitted.

**C. MAILBOXES, ADDRESS IDENTIFICATION**

1. Address identification standards information shall be provided by the Architectural Review Board.
2. Mailboxes will be standardized. Standards are available through the Architectural Review Board.

**D. GARBAGE CONTROL**

1. Garbage receptacle enclosures are required at all lots, unless kept in garage. Enclosure standards are available through the Architectural Review Board.

**E. FENCING**

1. All fencing, fencing materials, and fence locations must first be approved by the ARB before construction. Rear yard fencing shall not be more than six feet in height. Fencing is allowed in the front yard areas, but is not to exceed three feet in height. Fencing standards are available through the ARB.
2. No rear yard fencing shall be constructed forward towards the street from the rear half of the home.
3. All wood fencing components shall be pressure-treated pine, cedar or cypress.
4. All fencing shall be painted white, unless otherwise allowed by the Architectural Review Board (ARB).

**F. LANDSCAPING**

1. All lawns must be Landscaped. A landscape design sketch must be submitted and approved by the ARB. (see "Landscaping Guidelines for Paradise Isle".)

**G. AIR CONDITIONING UNITS AND GRINDER PUMPS**

1. No window or wall a/c units shall be permitted. All a/c compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise. Grinder pump locations must also be approved by the ARB.

## H. EXTERIOR LIGHTING

1. All electrical service in subdivision shall be underground.
2. In- ground lighting for illumination of front of home and landscaping may be allowed within the front yards of homes but must be low in intensity and brightness and directed away from adjacent homes and property. Conventional security "night lights" and general illumination "flood lights" are not allowed.

## II. ARCHITURAL GUIDELINES

### A. DESIGN PHILOSOPHY

\* The intention of these guidelines is to allow flexibility in design while giving the subdivision the look of a **beach side community**. The Architectural Review Board does not wish to inhibit unique designs. It does wish to provide buyers with the confidence that the subdivision will be of a high caliber. There are areas in this manual where the design guidelines have been left to the discretion of the Architectural Review Board. This has been kept to a minimum, but due to the subjectivity of design philosophy, objective written guidelines cannot be written for all conceivable design solutions.

### B. SIZE

1. The minimum living area shall be 1,800 square feet of heated and cooled space. This area shall not include open porches and garages.
2. All structures shall be a minimum of two stories (including ground floor) with a minimum footprint of 1,200 square feet. The ground floor of all homes shall be enclosed and finished to match the overall design of the home.

### C. EXTERIOR WALL FINISHES

- The following exterior finishes are required. Note that exceptions are always possible based on the development of newer/improved products:
  - a. Smooth stucco on galvanized metal lathe.
  - b. Cement lapboard siding is permitted but must be painted.
  - c. Vinyl is allowed only as selected trim such as eaves, soffits, and gutters.
  - d. Pilings shall be enclosed along with all of the 1st floor of all homes.
  - e. Exposed concrete block and exposed concrete framing are prohibited.

#### D. COLORS

1. The exterior finish of each house may display a maximum of three colors, unless otherwise approved by the ARB. The colors are to be selected from the approved list provided by the Architectural Review Board. Other colors may be considered by the Architectural Review Board, subject to their approval. Color elevation drawings may be required in the review process in order for the Architectural Review Board to properly evaluate the proposed color scheme.
2. All exposed wood shall be painted. No stains will be allowed, unless otherwise approved by the Architectural Review Board.

#### E. WINDOWS AND DOORS

1. All windows, number of windows, and window styles must be approved by the ARB prior to construction. Windows will be reviewed for overall appearance. Multiple units and divided panes are encouraged. Front entrance doors should have detailing to include panels and lites.
2. Window frames and sashes shall be either painted wood, painted aluminum, vinyl or vinyl clad. Double-pane glazing is required.
3. All interior window coverings shall have a white or light colored exterior facing.
4. All window shutters shall be approved by the ARB.
5. Slightly tinted glass is allowed, but foil or reflective glazing is not acceptable.

#### F. ENTRIES, PORCHES, BALCONIES AND STAIRS

1. Fronts of homes should face the street, unless approved by the ARB. All homes must have architecturally pleasing appearances.
2. Balcony railings shall be open and incorporate the overall design of the house.
3. All railing materials and styles must be approved by the ARB prior to construction.

#### G. ROOFS

1. All roofing must be approved by the ARB. Roofing material may be approved tile or approved metal roofing. Metal roofing must have a suitable painted



finish. Any other roofing must be approved by the Architectural Review Board.

2. Colors must be chosen from the list of approved colors provided by the Architectural Review Board. No dark colored roofing will be allowed.
3. Minimum roof slope shall be 4 on 12 (4/12); maximum roof slope shall be 12 on 12 (12/12); roofs providing covering for outdoor spaces such as porches and balconies may be constructed with slopes less than 4 on 12 subject to approval by the Architectural Review Board.

#### H. CHIMNEYS

1. Shall match the basic house finish or roofing metal and shall be approved by the Architectural Review Board.
2. Chimneys must conform to overall building height restrictions.

#### J. DECKS

1. Unincorporated decks or patios shall not be visible from the street.
2. All wooden decks shall be constructed of pressure-treated lumber. Other decking materials may be allowed pending approval of the ARB.
3. Decks visible from the street shall be painted and incorporate the overall design of the home.

### III. REVIEW PROCEDURE

#### A. SUBMISSION, REVIEW, AND APPROVAL

1. All plans must be prepared by a registered architect or qualified residential designer.
2. Drawings to be included in the plans review set should include, but not be limited to the following:
  - a. Site plan at 1" = 30' scale (minimum) indicating proposed building sizes and locations, proposed decks, patio areas, driveways, walkways, fences, pool area, etc..
  - b. Floor plans including computation of the square footage of each floor.
  - c. Elevation drawings - all sides. Indicate finish floor elevations as well as exterior finishes and any treatment of building from grade to floor in elevated buildings.
  - d. Landscape plan and irrigation.

DR BK 4465 P60370  
Escambia County, Florida  
INSTRUMENT 99-657901

RCD Sep 08, 1999 02:00 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 99-657901

3. \* Before submitting any plans for approval, all lot owners are required to schedule a preliminary meeting with the ARB to discuss all elements of home design and construction. This is to insure that each lot owner understands and complies with the overall architectural theme of the subdivision when designing their home and landscaping plans.

#### **IV. ARCHITECTURAL STYLE**

1. Because of the unique location of the property, all homes shall be required to have a beach style design which conforms to the overall atmosphere of the subdivision.