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STATE OF FLORIDA
COUNTY OF ESCAMBIA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVER GARDENS THIRD ADDITION

THE GODWIN DEVELOPMENT COMPANY, INC., a Florida corporation, hereinafter called "Developer" is the owner in fee simple of certain real property located in Escambia County, Florida, known by official plat designation of RIVER GARDENS THIRD ADDITION. See EXHIBIT A - LEGAL DESCRIPTION - Page 16.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Developer hereby declares that all of the real property described above and each part thereof, shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

(1) "**Owner**" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any lot or building site 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.

(2) "**Property**" shall mean and refer to that certain real property hereinbefore described, and additions thereto, as may be made subject of this Declaration or amendment thereto.

(3) "**Lot**" shall mean and refer to each of the platted lots hereinabove set forth.

(4) "**Building Site**" shall mean those fractional parts of adjacent lots or one or more lots and all or a portion of an adjacent lot within the subdivision which are utilized and devoted and being then and there utilized and devoted for single family residential purposes.

(5) "**Association**" shall mean and refer to RIVER GARDENS THIRD ADDITION HOMEOWNERS' ASSOCIATION OF PENSACOLA, INC., a Florida non-profit corporation, its successors and assigns.

(6) "**Common Area**": The Common Area shall mean all property (including the improvements thereto) and all easements and licenses which the association members have the right to use and enjoy, if any, and shall include, but not be limited to, any

property, shown on the recorded plat of RIVER GARDENS THIRD ADDITION with the exception of the platted lots, and sanitary and utility easements. Common Area specifically includes entry signs, landscaping and landscape lighting, street signs, street lights, and irrigation. The Common Areas are to be conveyed by the Developer to, and be owned and maintained by the Association for the common use and enjoyment of the owners of lots in the subdivision.

(7) "**Developer**" shall mean THE GODWIN DEVELOPMENT COMPANY, INC., a Florida corporation, its successors and assigns, if any such successor or assignee acquires the undeveloped portion of property from the Developer for purposes of development.

(8) "**Maintenance**" shall mean the exercise of reasonable care to keep the Property, including easements, landscaping, irrigation lines, control boxes, signs, lighting and other related improvements and fixtures in a condition comparable to their original condition.

ARTICLE II EASEMENTS

(1) Owner's Easements of Enjoyment. Every owner shall have a right and easement to enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot or building site, subject, however, to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association by vote of two-thirds (2/3) of the membership.

(2) Drainage Easements shall not be obstructed in any way that will alter the natural and normal flow of drainage. No lot shall be used in any manner which results directly or indirectly, in the draining or dumping into any storm drainage system of any refuse, sewage or other material which might pollute water supplies.

ARTICLE III ASSOCIATION MEMBERSHIP

(1) Every owner of a lot or building site 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 building site which is subject to assessment. When more than one person or entity holds an interest in any building site, all such persons or entities shall be members. The vote for such building site shall be exercised as such persons or entities may determine, but in no event shall more than one vote be cast with respect to any building site.

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

CLASS A: Class A members shall be Owners, with the exception of the Developer, and shall be entitled to one vote for each lot or building site owned. When more than one person holds an interest in any lot or building site, all such persons shall be members. The vote for such lot or building site shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot or building site.

CLASS B: Class B members shall be the Developer and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when at least (90%) of the lots are deeded to homeowners; (b) by July 1, 2015 or (c) at the election of the developer by written notice to existing members.

ARTICLE IV
ASSOCIATION ASSESSMENTS

(1) CREATION OF LIEN AND PERSONAL OBLIGATION OF LIEN AND ASSESSMENTS. Developer, for each lot or building site within the Properties, hereby covenants, and each Owner of any lot or building site, by acceptance of the deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) 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 interest in the land and shall be a continuing lien upon the interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

(2) PURPOSE OF ASSESSMENT. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area specifically; maintenance of the subdivision entrance signs, street signs and landscaping; irrigation at entrances and in turnabout islands; right-of-way landscaping and lighting; Any materials, supplies, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors and maintenance of the common areas, for the benefit of lot owners, or the enforcement of the restrictions.

(3) ANNUAL ASSESSMENT. (a) Until such time as Class B membership shall be converted to Class A membership, the maximum annual assessment shall be \$330.00 per lot. (b) From and after the cessation and termination of Class B membership, the maximum annual assessment may be increased/decreased each year on the majority of the members. (c) There shall be no assessments against Class B membership nor Class B membership converted to Class A membership until those remaining lots are sold to bona fide purchasers for value. (d) All annual assessments shall be payable in advance and shall be paid by the 30th day of January of each year.

(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 fixture and personal property

related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. However, there shall be no special assessments against Class B membership nor Class B membership converted to Class A membership until those remaining lots are sold to bona fide purchasers for value.

(5) Notice and Quorum for Any Action Authorized Under this Paragraph. Written notice of any meeting called for the purpose of taking any action authorized hereunder shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of parties entitled to cast fifty-one percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(6) Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots or building sites.

(7) Date of Commencement of Annual Assessment. The annual assessments provided for herein shall commence as to all lots or building sites on the first day of the month following a conveyance by Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each building site at least thirty (30) days in advance of each assessment period, except for the first assessment, which shall be \$330.00 per lot or building site. Written notice of the first assessment and each annual assessment thereafter shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified building site have been paid. A properly executed certificate of the Association as to the status of assessments on a building site is binding upon the Association as of the date of its issuance.

(8) Effect of Non-payment of Assessments. Remedies of the Association. Any assessment payments not paid within thirty (30) days after the due date shall accelerate the due date of the entire assessment and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the building site. 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 building site.

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

Association pertaining to such building site or chargeable to the former owner of such building site which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessments that is recorded in the public records of Escambia County, Florida, prior to the recording of the foreclosed mortgage, and such subordinate lien shall be extinguished. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a building site from liability for, nor the building site so sold or transferred from the lien of, any assessments thereafter becoming due. All such assessments, together with interest, costs, and attorney's fees, shall, however, continue to be the personal obligation of the person who was the owner of the building site at the time the assessment fell due. Except as hereinabove provided, the sale or transfer of an interest in any building site shall not affect the assessment lien.

ARTICLE V
ARCHITECTURAL REVIEW COMMITTEE (ARC)

In order to promote a harmonious and aesthetically pleasing subdivision that emphasizes a natural theme; all site clearing, building and landscaping in the subdivision shall be subject to the approval of the ARC and standards set forth herein.

(1) The ARC shall be composed of three representatives designated by the Developer and any one (1) member of the committee may act for the committee. Upon the death or resignation of a member or members of the committee, the remaining members shall have full authority to designate successor members. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. However, the ARC shall have the right to charge a fee of \$ 150.00 for review of all required plans, necessary inspections, etc. The review fee may be used by the ARC to pay out of pocket expenses, including employment of any professional advisors. Decisions of the ARC shall be based upon the uniform application of such reasonable standards as are consistent with a first-class single family residential subdivision, such standards to include, among other things, the harmony of external design (including roof style, pitch, material and color), chimney, exterior siding (material and color), doors, garage doors, location in relation to surrounding structures and topography, the type, kind and character of building, structure and other improvements, and aesthetic qualities in general.

All prospective building plans submitted to the ARC will include the following:

- (a) Site plan (which includes landscape plan)
1" = 10'
- (b) Floor Plan ¼" = 1'
- (c) Elevation Plan ¼" = 1'

When a building or other structure has been erected or its construction substantially advanced and the building is located on any lot or building site in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded plat, the Committee may grant a variance from part of the covenants and restrictions, or setback lines, that are violated. The Committee may not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion.

At any time after the closing of the sale of at least 90% of the lots or building sites within the subdivision by Developer, the River Gardens Third Addition Homeowners' Association, Inc. shall have the authority to appoint a committee or designate a representative to exercise the power, duties and responsibilities hereinabove set forth and shall have the power through a duly recorded written instrument to withdraw from or restore to the ARC any powers or duties.

(2) No building site or lot in the subdivision shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site or lot other than one detached single family residential dwelling and one attached or detached garage for not less than two nor more than three automobiles.

(3) No structure shall be approved or permitted which has a roof pitch of less than 7/12. Roof pitches on porches, dormers and smaller parts of homes may have less than a 7/12 pitch. Roof shingles shall be asphalt or fiberglass shingles of dimensional type material weighing minimally 235 lb. per square, cement, tile, clay, or standing metal seam. No structures shall have bright colors or colors not harmonious with the natural theme of the subdivision on large permanent surfaces.

(4) Only upon express written approval of the ARC may a detached pool, quarters or storage building be constructed; and providing it be on the rear of the dwelling site and be of materials that are architecturally consistent with the main residence.

(5) Exclusive of storage rooms, porches and garages, no one story dwelling shall be erected on any building site having a ground floor living area of less than 2,400 square feet and no dwelling with more than one story of living area shall have a ground floor living area of less than 1,200 square feet and a total living area of less than 2,400 square feet. However, 2,400 square feet of living area may be waived if ARC deems it best for subdivision.

(6) Garage entries shall be either from the rear or side of the structure, and not facing the street front unless approved by ARC.

- (7) Lot Setbacks and height above natural grade:
- (a) Front (Distance from street): No garage or garage part of house shall be located nearer than 37 feet to the front lot line. No main part of home shall be located nearer than 40 feet to the front lot line (front lot line being 10 feet from curb. Structures on corner lots shall not be located nearer than 30 feet from side lot line facing street.
 - (b) Rear: No structure shall be located nearer than 26 feet to the rear lot line.
 - (c) Side (Between other lots): No structure shall be located any nearer than 12.5 feet from any side lot line unless waived by the ARC.
 - (d) Landscaping, lighting and signs either all or part of will be in the street right of ways of lots 1A,8A,9B,39B,1C and 12C. If ARC considers it beneficial for the entire subdivision; landscaping, lighting and signs may edge a short

distance (1'-15') within one corner of the above lots.

- (e) All homes built must be a minimum of three 8 inch blocks above normal natural grade on side or sides facing the road.

(8) No residential building, dwelling, or detached garage, or other building or improvement, including, but not limited to, porches, decks, covered patios, boat storage buildings, pools, walls, or hedges, shall be constructed, erected, placed, altered or permitted to remain on any lot or building site in the subdivision until the construction plans, site and grading plan, tree survey, and a landscape plan showing type, size and placement of all existing and proposed plantings have been approved in writing by the ARC. A One Hundred Fifty Dollar (\$150.00) fee shall be paid to the ARC for review of each group of plans so submitted. If multiple plans are submitted, the fee shall be One Hundred and Fifty Dollars (\$150.00) per home site. For any subsequent plans submitted, there shall be paid an additional fee of One Hundred Fifty (\$150.00) for such set of plans, or groups of plans.

ARTICLE VI GENERAL USE RESTRICTIONS

(1) Fractional Lots. If one or more lots, or one lot and all or a portion of an adjacent lot, or two or more fractional parts of adjoining lots, within the subdivision, are utilized for one single family residential purpose, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent lots may be utilized as a single family residential building site or plot, provided that no such building site or plot shall contain fewer square feet than the smallest plotted lot within the subdivision nor have a width, at a building setback line, no less than the width of the smallest plotted lot within the subdivision.

(2) Building Codes. All buildings constructed on any lot or building site within the subdivision shall be constructed in conformity with all applicable building codes and regulations and in conformity with the Escambia County Building Inspection Department requirements.

(3) Vehicles. No trailer, camper, motorbike, motorcycle, motor scooter, boat, boat trailer, vehicles with logos, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger vehicles shall be parked or stored in any driveway or on any lot or building site in the subdivision so as to be visible from the street or to the other residents in the subdivision. All such vehicles, machines, equipment and apparatus shall be parked or stored in a garage that is congruent with home. No such vehicles, machines, equipment, or apparatus shall be parked or stored in the street right-of-way abutting any lot or building site.

(4) Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot or building site at any time as a residence, either temporarily or permanently, and except as required during construction of any dwelling, no structure of a temporary character shall be constructed or permitted to remain on any lot or building site.

(5) Detached Garage. In the event that a detached garage is constructed on any lot or building site, it shall be of a type of construction which shall be architecturally consistent with the main residence to be constructed.

(6) Fences. Fences and walls can be an intrusion on the open character that River Gardens Third Addition is encouraging. Typically any fences seen from street side of house (corner lots included) are not allowed. All fences to be constructed on any lot or building site must be approved by the ARC prior to construction. Any fence facing or viewed from street must be concealed with vegetation. When concealed fence with vegetation is waived by the ARC then fence will be constructed in conformity with the architectural design of the residential structure. On interior lots no fence or wall may be constructed and no hedge planted nearer to the front lot line than the rear of the residential structure. Corner lots will either have no fencing along road side or fencing that is camouflaged with vegetation and is no nearer the side street than the side of the residential structure. The standard type all wood privacy fencing is prohibited. Both sides of fencing will be equal in appearance. If a large significant tree is on property and fence line, it will be incorporated in the fence itself. Any fences should not exceed an average height of 4', and in no instance 6'. Green landscape wire or other varieties of wire accompanied with thick vegetation can provide a barrier that is not seen.

(7) Signs. In order to establish a more peaceful and natural setting, no sign of any kind shall be displayed to the public view on any lot or building site in the subdivision except for the choice of two signs of specific dimensions and color. Signs shall be made from hard (PVC) plastic that is 3/8 inch thick. No signs will be made of corrugated plastic. The sign dimensions shall be 16 inches by 24 inches or 10 inches by 18 inches. Each home site is allowed two signs. The signs will be one sided, with sign information facing the street. The signs will have up to four lines of information. Letters and figures will be white, and background will be forest green. On the larger sign (16" by 24") there will be an option of reversing the bottom 5" to make the letters and figures forest green and the background white. Only high performance vinyl will be used for the forest green. The white will be the hard (PVC) plastic. A single 2x4 treated, white stake will be used to support the larger sign and a single 2x2 treated, white stake will be used to support the smaller sign. Height of the sign from the ground to top of sign is 3 to 3 1/2 feet. No sign will be attached to a tree. Developer may erect signs that are larger in size during the initial sale out of the subdivision and use signs of different materials including corrugated plastic. See EXHIBIT B - Page 17.

(8) Mailboxes. All mailboxes are to be installed by the owner or building contractor at the time of construction. All mailboxes in River Gardens Third Addition will conform into one design with construction specifications provided by the ARC or owner has option of designing own mailbox, but must have ARC approval of design. See EXHIBIT C - Page 17.

(9) Clotheslines. No clothesline visible from the street or from adjacent subdivision property, or other items detrimental to the appearance, shall be permitted on any lot or building site.

(10) Garbage, Trash Receptacles and Service. Trash and

garbage receptacles must be shielded from view from the street or adjacent property except during the hours of normal trash or garbage collection. Trash and garbage pickup service shall be by service supplier selected by the Association.

(11) Nuisance. No noxious or offensive activity or trade shall be carried on or maintained on any lot or building site in the subdivision nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood. Specifically there will be no barking dogs or loud noises that irritate the property owners of the subdivision.

(12) Trade or Business. No lot or building site shall be used for the purpose of carrying on a trade, profession, business or public amusement. The only exception to this rule being the use by a building or real estate firm of a model home during the build-out phase of the subdivision.

(13) Environmental Protection. No lot, building site, or Common Area shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. No lot shall be used in any manner which results, directly or indirectly, in the draining or dumping into any storm drainage system of any refuse, sewage or other material which might pollute water supplies. No lot shall be improved, altered, used or maintained in a manner that will alter the requirement of the storm drainage system constructed for the Development.

(14) Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or building site, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are not permitted to run at large. In no event shall more than three household pets be kept on any lot or building site at any one time. No animal pens, animal odors or animal noise that is offensive to property owners of subdivision is permitted. All animal waste shall be immediately disposed of by owner.

(15) Drainage. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners.

(16) Landscaping Requirements And Islands. **Due to the emphasis in this subdivision with the preservation of trees, shrubs and understory, review and approval from the ARC shall precede any site clearing.** With respect to each lot or building site on which a residential dwelling is constructed, it is required that, at the time of initial construction, the front yard and the side yards to the rear of the structure, be landscaped and the landscaping be properly and perpetually maintained with sprinkler system and an automatic timing controller. With respect to each corner lot or building site on which a residential dwelling is constructed, it is required that the street side yard be enhanced with a natural landscaped island or islands. This natural island or islands must be a minimum of 400 square feet. The natural islands will consist of natural trees, shrubs and ground cover. It is recommended that the islands will be enhanced with nursery plants and mulch such as leaves or straw. Islands that have ground covers that are low ivies are also encouraged. Islands that are convoluted and curved instead of straight and rigid will be encouraged. Islands will be bordered with grass unless homeowner elects to have an extensive natural theme to their landscape plan. Location of island or islands will be determined by owner or the owners'

landscape planner and approved by ARC before site clearing. With the exception of an extensive natural theme, sod will go outside the islands on the front yard and side yards and shall extend the width of the lot from the curb to the residence. The front and side yard shall be appropriately landscaped with trees and/or shrubs. The incorporation of existing trees and shrubs into the overall landscape plan is always encouraged. Connecting islands from lot site to lot site is encouraged so as to give a feeling of landscape that flows together rather than strong borders at property lines.

TREES

If lot site does not have a good supply of natural trees that are 2'-25' from road then three evergreen trees 6' or greater tree will be required on road frontage and three flowering 6' and greater. Trees that are permitted but not restricted to this list may be of the following: Maple, Bradford Pear, Birch, Red Bud, Crepe Myrtle, Oaks, Camphor, Holly, Bay, Wax Myrtle, Magnolia or Pines. Palm tree varieties are not permitted.

SHRUBS

The minimum amount of planting shrubs will be 125 -3(three) gallon containers to be placed in the front and side yard. Some of the shrubs that are recommended may be of the following: Camellia, Cleyera, Hydrangea, Yaupon, Anise, Oleander, Pittosporum, Jasmine, Wisteria, Allamanda, Holly, Azalea, Abelia, Ardesia, Boxwood, Bottlebrush, Euonymous, Arborvitae.

All landscaping must be maintained at all times. In the event that an Owner shall fail, the ARC has the option of doing the maintenance and charging the property owner accordingly.

The Association will be responsible for maintaining the landscaping, Common Area lighting, and sprinkler system to be installed by the Developer, which will be owned by the Association. The Association shall also be responsible for the monthly user fees for electrical service to the pumps and lighting as well as any costs for water service required for the Common Areas.

(17) Construction Waste. At the time of the construction of a residential dwelling on any lot or building site, each owner and/or builder must maintain a waste container, such as an industrial dumpster or other satisfactory enclosure on said lot or building site for use in the disposing of building debris and trash. Each such lot or building site shall be maintained as free of building waste and rubble as is reasonably possible.

(18) Construction Time. Any construction commenced upon a lot, including landscaping, shall be pursued diligently and such construction shall be completed within nine (9) months from the date of first ground breaking. **Construction work shall be allowed on the property between 6:00 A.M. and 7:30 P.M.**

(19) Construction Materials and Methods.

- (a) Sheathing of structures shall be a minimum of 3/8" chipboard or plywood.
- (b) Structure shall be wrapped with waterproof barrier.
- (c) All bottom plates resting on slab shall be

sealed.

- (d) All doors and windows shall be sealed.
- (e) All holes allowing wiring or plumbing through top
ate shall be sealed.
- (f) Exterior vinyl siding is not permitted. High
quality vinyl for ceiling or soffit will be
permitted.

(20) Antenna. No television antenna of any kind shall be permitted to be erected or to be located or to remain on any lot or building site at any time. No television satellite dish to be viewed from street or next door shall be erected, located or permitted to remain on any lot or building site within the subdivision unless written permission is granted by the ARC.

(21) Driveways. Unless otherwise given approval by ARC, all driveways shall be constructed of concrete, concrete pavers, brick, or lime rock with a minimum width of ten (10) feet. All driveways will be constructed in a manner which will not alter the requirements of the storm drainage system construction for the development. No driveway shall be located nearer than 1 foot from any side lot line and 5 feet from any rear lot lines. All concrete cuts must be made with saw in cutting curb to provide a clean line for the curb to drive connection.

(22) Underground Utility Connections. All residential service connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television, shall be run underground from the proper connection points to and/or between any structure(s) erected on any lot in such a manner as to be accepted by the governing utilities authority.

(23) Game and Play Structures. All swing sets, tree houses, platforms and any other fixed game or play structures of a like kind or nature, shall be located in the back yard no closer to a street than the rear or side building line of the dwelling. All such structures must be approved in writing by the ARC prior to start of construction. No outside basketball goals, whether attached or mobile shall be placed on any lot unless hidden from view from the front lot line. These game and play structures can be placed or erected if immediate neighbors within block find these structures unobjectionable and if structures have been approved by ARC.

(24) Damage to Subdivision Improvements. Each Lot Owner shall be responsible for the timely repair of any damage to Subdivision improvements caused by the Lot Owner, his agent or invitees; any damage to Subdivision improvements, including Common Areas, entrance, curbs, roadways, or utilities, etc. shall be promptly repaired at the sole cost of the Lot Owner.

(25) Solar Devices. The design, size, construction and location of any devise, apparatus or panel intended to collect, store, use or convert solar energy to be constructed or installed on any Lot shall be approved by the ARC prior to its construction or installation. No such device shall be affixed to the front or front roof area of any structure. The ARC or the Architectural Review Representative shall have absolute discretion in determining whether or not to approve any such device and in determining how much, if any, of the device shall be permitted to be visible from any street or from any other Lot in the Subdivision.

ARTICLE VII
GENERAL COVENANTS

(1) Water and Sanitation. All federal laws, laws of the State of Florida, and of the County of Escambia, and all rules and regulations of their administrative and regulatory agencies or bodies now and hereafter in effect with regard to sewage disposal, water supply, land use and sanitation are incorporated herein and made a part hereof. No individual sewage disposal systems shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements and approval of the Board of Health of Escambia County, Florida.

(2) Amendments. The restrictions herein contained may be annulled, amended, or modified at any time by an instrument executed by the then record owners of two-thirds or more of the building sites in the subdivision; provided, however, that no amendment shall place an additional burden or restriction on any lot or building site in the subdivision covered by these covenants unless the owner of record of said lot or building site joins in the amendment.

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

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

(5) Duration of Covenants. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of these covenants, after which time these covenants shall be automatically extended for successive periods of ten years unless an instrument, signed by the then owners of a majority of the lots, agreeing to change these covenants in whole or in part, has been recorded.

(6) Conservation Easements and Wetlands. Maintenance responsibility for conservation easements or environmentally sensitive areas not dedicated to the county shall be that of the homeowner. The homeowner is required to obtain all necessary regulatory wetland permits. No fences or out-buildings will be allowed. Normal underbrush clearing maintenance only is acceptable. Protective maintenance is acceptable for safety, i.e. Acts of God, animals (beaver dam control), etc. Homeowner is responsible for protecting his conservation easement and the easements behind, below, or anywhere his actions on his property have a detrimental effect on his neighbors conservation easement.

(7) Subdivisions Privately Owned Improvements. Ownership, operation and maintenance responsibilities for

subdivisions privately owned improvements, such as subdivision entrance markers or private median parcels will be the responsibility of the Homeowners Association. Specifically, the median parcel, constructed at the intersection of Yarrow Circle and Sugarberry Road shall be maintained by the Homeowners Association.

(8) 25' Vegetative Buffers -Rear of Lots 19 through 28, Block B. The homeowner shall maintain a 25' Vegetative Buffer along the rear of Lots 19 through 28, Block B if there is any problem connected to water run-off to adjacent lots. Buffers shall be made of shallow swales, grass or a combination of both.

(9) Lot 3 - Block A. Homeowner is allowed to cross conservation easement with an access driveway bridge, walkway, and boardwalks provided all necessary regulatory wetland permits are obtained.

IN WITNESS WHEREOF, the said corporation, in pursuance of due and legal action of its stockholders and Board of Directors, has executed these presents by causing its name to be signed by its Vice President, and its corporate seal to be affixed hereto this _____ day of _____, ____.

Signed, sealed and delivered
in the presence of:

THE GODWIN DEVELOPMENT
COMPANY, INC.

Sign: _____
Print: _____

BY: _____

Richard D. Godwin
Vice President

Sign: _____
Print: _____

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by RICHARD D. GODWIN, as Vice President of The Godwin Development Company, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

(SEAL)

NOTARY PUBLIC:

Sign _____
Print: _____
Commission # _____
Commission expires: _____

CONSENT AND JOINDER

KNOW ALL MEN BY THESE PRESENTS, That CITIZENS & PEOPLES BANK, N.A., the owner and holder of that certain Mortgage recorded in Official Record Book _____, Page ____ of the Public Records of said county, mortgaging the above described real property, does hereby consent to, and join in, the foregoing encumbrance of the above described lands by the stated Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, said CITIZENS & PEOPLES BANK, N.A., has executed these presents this _____ day of _____, _____.

Signed, sealed and delivered CITIZENS & PEOPLES BANK, N.A. in the presence of:

Sign: _____ BY: _____
Print: _____ Name: _____
Sign: _____ Title: _____
Print: _____

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of CITIZENS & PEOPLES BANK, N.A., a Florida banking corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(SEAL)

NOTARY PUBLIC:
Sign _____
Print: _____
Commission # _____
Commission expires: _____