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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR DELUNA POINT, A SUBDIVISION**

THIS DECLARATION, made on the 15th day of February, 1994, by **SAN CARLOS DEVELOPMENT, INC.**, a Florida corporation, hereinafter referred to as "Declarant",

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of the leasehold interest in the real property located in Escambia County, Florida, and more particularly described as follows, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
 HEREIN BY REFERENCE AS IF SET OUT IN FULL
 HEREWITH.**

NOW, THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of said real property and which shall run with the real property and be binding on all parties having any right, title or interest in the described property, or any part thereof, and upon all persons derailing title through the Declarant, and their respective 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 the **DELUNA POINT HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, its successors and assigns. This is the Declaration of Covenants, Conditions and Restrictions to which the Articles of Incorporation and Bylaws of the **ASSOCIATION** make reference.

SECTION 2. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a leasehold interest to all or any portion of any Lot 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 **SUBDIVISION**.

SECTION 4. "Common Areas" shall mean all real property (including any improvements thereto) now or hereafter 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 Lot is described as follows:

All lands on the Plat of DELUNA POINT recorded in Plat Book 15 at Page 19 of the public records of Escambia County, Florida, less and except all single family LOTS located in Blocks "A" through "D", inclusive.

The forty-five (45) individual lots are not part of the Common Areas.

The term "Common Areas" shall also include all of the improvements included on the "Common Areas".

SECTION 5. "Lot" shall mean and refer to each of the platted lots as shown on the Plat of **DELUNA POINT**, a **SUBDIVISION** as recorded in Plat Book 15 at Page 19 of the public records of Escambia County, Florida.

SECTION 6. "Declarant" shall mean and refer to **SAN CARLOS DEVELOPMENT, INC.**, a Florida corporation, its respective successors and assigns.

SECTION 7. "Plat" shall mean and refer to the Plat of the **DELUNA POINT SUBDIVISION**, which is recorded in the public records of Escambia County, Florida, in Plat Book 15 at Page 19.

SECTION 8. "**SUBDIVISION**" shall mean and refer to **DELUNA POINT**, a **SUBDIVISION** situated in Escambia County, Florida, according to the Plat.

SECTION 9. "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**, dated February 25, 1982, and recorded in the Official Record Book 1624 at Page 410 of the public records of Escambia County, Florida.

SECTION 10. "Architectural Guidelines" shall be those attached to each lot Owner's contract to set forth specifically the requirements for construction of all improvements on the Owner's lot and which shall serve as the guidelines for the review by the Architectural Control Committee and the Architectural Review Committee as set forth in Article V of this Declaration. The Declarant reserves the right to vary the Architectural Guidelines from lot to lot prior to the sale of a particular lot, but such variance shall not detract from the overall appearance of the subdivision.

ARTICLE II **PROPERTY RIGHTS**

SECTION 1 - COMMON AREA EASEMENTS. Every Owner of every Lot shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to every Lot (even if not referenced in the document of conveyance) for the following purposes:

A. Providing utilities to his Lot. The location of said utilities easement, however, shall be subject to reasonable regulation by the **ASSOCIATION** and shall not adversely affect any other Lot.

B. Ingress and egress to and from each Owner's Lot.

C. Storm water runoff from roofs or other structures.

D. Such other rights and easements as the **ASSOCIATION** may determine to be suitable for the use and enjoyment of the Owners.

SECTION 2 - GENERAL. The rights and easements of enjoyment herein created and reserved shall be subject to the following provisions:

A. The right of the **ASSOCIATION** to suspend the voting rights and rights to use any of the Common Areas by any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of **ASSOCIATION's** published rules and regulations.

B. The right of the **ASSOCIATION**, in accordance with its Articles of Incorporation and By-Laws of the **ASSOCIATION**, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property, provided that the rights of such mortgagee in the Common Areas shall be subordinate to the rights of Owners hereunder, and such action shall require the affirmative vote of two-thirds (2/3) members other than the Declarant.

C. The right of the **ASSOCIATION** to expand or bring other properties within the jurisdiction of the **ASSOCIATION**.

D. An easement in favor of Declarant and **ASSOCIATION** to develop and construct improvements on the Common Areas and to repair and maintain any existing improvements on such Common Areas.

SECTION 3 - DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws of the **ASSOCIATION** and subject to the reasonable rules and regulations elected by the **ASSOCIATION**, his right of enjoyment to the Common Areas, to the members of his family, guests, tenants (subject to restrictions on the term of any tenant lease as set forth hereinafter), and contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

SECTION 2. The **ASSOCIATION** shall have two (2) classes of voting membership.

CLASS A. Class A members shall be all Owners with the exception of the Declarant (who shall become a Class A member as provided hereafter) 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 they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

CLASS B. Class B members shall be Declarant 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 upon the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) on January 1, 1996.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each Lot which is owned by said Class B member. The Declarant shall not exercise its voting rights granted to it under this Article III in an unreasonable manner nor in such a way as to cause undue hardship upon any Owner. Likewise,

Class A members shall not exercise their voting rights granted to them in a manner so as to hinder the Declarant, in any manner, in selling the lots it has remaining, nor to affect any reservation or right of the Declarant contained herein, or elsewhere, so long as Declarant holds at least one (1) lot for resale purposes.

ARTICLE IV
COVENANT FOR SUBDIVISION MAINTENANCE ASSESSMENTS

SECTION 1 - CREATION OF LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, subject to the limitations on Declarant's obligation to pay annual assessments and special assessments as described in Section 11 herein, and each Owner of any Lot by acceptance of an Assignment of Lease or Direct Assignment of Lease therefor, whether or not it shall be so expressed in such Assignment of lease or Direct Lease, is deemed to covenant and agree to pay to the **ASSOCIATION**:

A. Annual assessments; and

B. Special assessments for capital improvements, such annual and special assessments to be established and collected as hereinafter provided (any annual assessment due under the Article IV referred to hereinafter as the "annual assessment", and any special assessment due under this Article IV referred to hereinafter as the "special assessments").

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but shall continue as a lien on the Lot until satisfied.

SECTION 2 - PURPOSE OF ASSESSMENTS.

A. The annual and special assessments levied by the **ASSOCIATION** under this Article IV shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, their invitees or licensees, and for the improvement and maintenance of the Common Areas, including the conservation areas located within the Common Areas and the private lots, and any improvements situated thereon and the entrance gate, swimming pool, subdivision sign, piers, storm water retention areas, conservation area, etc. The **ASSOCIATION** shall have the obligation to maintain any Common Areas (including, without limitation, conservation areas, conservation area perimeter fences located around the Common Areas and private lots, any and all drainage facilities, private streets, swimming pool, piers, together with the entrance gate and subdivision sign, other structures, and the like, and including specifically, without limitation, the Common Areas, as defined herein), shall pay all ad valorem property taxes, if any, and lease fees assessed upon them, if any, and shall maintain adequate hazard insurance, liability insurance, and fidelity bond coverage (in such minimum amounts as shall be required by FHA, VA and FNMA). The **ASSOCIATION** shall establish and maintain a reserve account as it determines in good faith is necessary and adequate to make periodic repairs and improvements to any Common Areas, provided, however, that said reserve account shall include, at a minimum, the sum of Ten Thousand Dollars (\$10,000.00) for purposes of maintaining the private streets and drainage facilities.

B. The Owner shall be responsible for maintenance and repair of any and all improvements located within his Lot,

including but not limited to painting, repairing, replacing and caring for roofs, exterior building surfaces, trees, shrubs, grass, walks, driveways, and other exterior improvements. The Owner agrees to maintain all improvements located within his Lot consistent with the upscale architecture of the subdivision, including but not limited to painting wood siding, handrails, balconies, etc., on a regular basis and replacing other materials as they are damaged or aged.

SECTION 3 - ANNUAL ASSESSMENT. Until January 1, 1995, the maximum annual assessment under this Article IV shall be Four Hundred Eighty Dollars (\$480.00) per Lot, payable semi-annually, in advance on January 1 and July 1 of each year.

A. From and after January 1, 1995, the maximum annual assessment under this Article IV may be increased each year by an amount not more than fifteen percent (15%) above the potential maximum assessment for the previous year with a majority vote of the Owners.

B. The Board of Directors of the **ASSOCIATION** may fix the annual assessment under this Article IV at an amount not in excess of the potential maximum assessment without a vote of the Owners.

C. Regardless of the provisions above, the **ASSOCIATION** shall be obligated to pay all ad valorem property taxes and lease fees upon any Common areas and to pay all expenses related to the maintenance of the conservation areas located within the Common Areas and the private lots, if any, and no limitation above shall ever prohibit the **ASSOCIATION** from increasing the annual assessment by an amount sufficient to pay such.

SECTION 4 - SPECIAL ASSESSMENTS FOR SUBDIVISION CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the **ASSOCIATION** may levy, in any assessment year, a special assessment under this Article IV for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto and including any perimeter fences (around the conservation area located within the Common Area or around other Common Area improvements or around private lots), and the entrance gate, provided that any such special assessment shall have the approval of not less than two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5 - NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 & 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 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 (1st) such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another second (2nd) meeting may be called subject to the same notice requirement, and the required quorum at the second meeting shall be one-half (1/2) of the required quorum at the preceding meeting. If, at this second meeting, the required quorum, as noted above, is not present, another third (3rd) meeting may be called, subject to the same notice requirement, and the required quorum at this third meeting shall be one-tenth (1/10) of the required quorum at the preceding meeting. No subsequent meetings shall be held more than sixty (60) days following the preceding meeting.

SECTION 6 - UNIFORM RATE OF ASSESSMENT. Both annual assessments and special assessments under this Article IV shall be fixed at a uniform rate for all Lots in the **SUBDIVISION**.

SECTION 7 - ANNUAL ASSESSMENT PERIODS AND DUE DATE. The annual assessment under this Article IV shall be assessed on a calendar year basis and is due and payable in semi-annual installments on January 1 and July 1 of each year, or on such date as set forth by a resolution of the Board of Directors of the **ASSOCIATION**. The Board of Directors of the **ASSOCIATION** shall fix the amount of the annual assessment under this Article IV for each Lot in advance of each annual assessment period (except for the year in which this Declaration is recorded, when the Board of Directors of the **ASSOCIATION** may fix the amount of the current year's annual assessment at any time). Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence prior to the first (1st) day of the first (1st) month after this document is recorded in the public records of Escambia County, and shall commence thereafter as determined by the **ASSOCIATION**. Upon commencement, the **ASSOCIATION** is not required to prorate the first (1st) year's annual assessment. The **ASSOCIATION** shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the **ASSOCIATION** stating what assessments are outstanding against any Lot and the due date for such assessment. A properly executed and sealed certificate of the **ASSOCIATION** as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

SECTION 8 - EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law. The **ASSOCIATION** may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessment provided for under this Article IV herein by non-use of the Common Areas, or by sale or abandonment of his Lot.

SECTION 9 - SUBORDINATION OF THE LIEN TO MORTGAGES OF RECORD. Any lien of the **ASSOCIATION** for assessments under this Article IV recorded after the date of recordation of any mortgage shall be subordinate to the mortgage on the Lot. When the mortgagee of a mortgage of record, or other purchaser, of a Lot obtains title to the Lot 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 Lot or chargeable to the former Owner of such Lot 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 (or for which a deed in lieu of foreclosure is given), and such subordinate lien shall be extinguished automatically upon the recording of the certificate of title or the deed in lieu of foreclosure. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot so sold or transferred, 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 Lot at the time the assessment fell due. Except as hereinabove provided the sale or transfer of an interest in any Lot shall not affect the assessment lien. Any liens extinguished by the provisions of this Article shall be reallocated and assessed against all lots as a common expense.

SECTION 10 - MAINTENANCE. In the event an Owner shall fail (after thirty [30] days written notice from the Architectural Control Committee, or the Architectural Review Representative, sent United States Mail, postage prepaid) to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion consistent with the upscale architecture of the

subdivision and otherwise satisfactory to the Board of Directors of the ASSOCIATION, the ASSOCIATION, the Architectural Control Committee, or the Architectural Review Representative shall have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvements erected thereon to a neat, clean and orderly fashion consistent with the upscale architecture of the subdivision. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law if not paid within thirty [30] days after written demand therefore, as well as reasonable legal fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot (from the date of recording such and shall be enforced in the same manner as liens for assessments) and shall also be the personal obligation of the Owner of such Lot at the time such maintenance is performed.

SECTION 11 - LIMITATIONS ON DECLARANT'S OBLIGATION TO PAY ANNUAL ASSESSMENTS AND SPECIAL ASSESSMENTS. Declarant shall be excused from paying annual assessments and special assessments under this Article IV of any nature upon Lots owned by Declarant until such time as Class B membership is terminated under Article III, Section 2, above; provided, however, Declarant shall be legally bound and hereby guarantees to cover any deficit or shortage that may arise in the budget of Association prior to such time as Class B membership terminates.

ARTICLE V
ARCHITECTURAL CONTROL

SECTION 1. No building, fence, sign, wall, mailbox, sidewalks, or other structures or improvements of any nature whatsoever shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same in relation to surrounding structures and topography and compliance with the Architectural Guidelines shall be approved in writing by the Architectural Control Committee, or the Architectural Review Representative, selected by a majority vote of the Architectural Control Committee. Detailed plans and specifications shall be submitted to the Architectural Control Committee or the Architectural Review Representative in duplicate and written approval or disapproval shall be noted on both sets of plans and specifications or by separate letter. In the event the Architectural Control Committee or the Architectural Review Representative shall fail to approve or disapprove such design and location within thirty (30) days after the 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. The initial members of the Architectural Control Committee shall be **DAVID LEATHERWOOD, ALLEN LEVIN, and DAVID BRANNEN.** **DAVID LEATHERWOOD, ALLEN LEVIN, and DAVID BRANNEN** shall serve as the sole members of the Architectural Control Committee until January 1, 1995, at which time successor members shall be appointed by the Board of Directors of the ASSOCIATION. In no case shall the Architectural Control Committee or the Architectural Review Representative unreasonably impede access to any Lot for the purpose of construction of structures upon any unimproved Lot. In all events, all construction shall conform to the requirements of the County of Escambia, the Santa Rosa Island Authority, and any other requirements imposed by agencies or Boards with jurisdiction, and this Declaration.

SECTION 2. When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded Plat or this Declaration, the Architectural

Control Committee or the Architectural Review Representative may release the Lot, or parts of it, from any part of the covenants and restrictions, or setback lines, that are violated. The Architectural Control Committee or the Architectural Review Representative shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion.

All decisions of the Architectural Control Committee shall be by majority vote. It is contemplated that the Properties will be developed as an exclusive single family residential subdivision. Accordingly, decisions of the Architectural Control Committee and the Architectural Review Representative shall be based upon the uniform application of such reasonable high standards as are consistent with an exclusive single family residential subdivision, such standards to include, among other things, the harmony of external design and location in relation to surrounding structures and topography, the type, kind and character of the buildings, structures and other improvements, and aesthetic qualities in general, as well as comply with specific architectural guidelines adopted by the ASSOCIATION and the Architectural Control Committee, as apply to a specific lot. Further, the approval, as appropriate, of the Santa Rosa Island Authority shall also be obtained by the Owner prior to commencing, erecting or maintaining any of the structures or improvements referenced in this Article.

ARTICLE VI RESTRICTIONS

SECTION 1 - SINGLE FAMILY RESIDENCE PURPOSES. No Lot in the SUBDIVISION shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed three (3) stories in height and an attached private garage for at least two (2) cars.

SECTION 2 - MINIMUM SQUARE FOOTAGE. No residential structure shall be erected or placed on any waterfront Lot of less than Two Thousand Three Hundred (2,300) square feet, or on any interior Lot of less than One Thousand Eight Hundred (1,800) square feet, exclusive of open porches, carports or garages.

SECTION 3 - SETBACK LINES. No residential structure shall be erected on any Lot in the SUBDIVISION which does not conform to the setback lines, if any, drawn on the recorded Plat of DELUNA POINT SUBDIVISION.

SECTION 4 - LIMITATION ON RENTALS. All leases entered into by Owners shall automatically include and reference all provisions of these restrictions in the rules and regulations duly promulgated by the ASSOCIATION. In addition, no Owner may lease his dwelling for a period of less than three (3) months. Owners shall be fully responsible for assuring that their tenants comply with all of the provisions of these restrictions and the rules and regulations promulgated by the ASSOCIATION.

SECTION 5 - PIERS. Only one (1) pier will be built adjacent to each of the following two (2) lots in Block "A": Lots 11 and 12; and Lots 13 and 14. Only one (1) pier will be built adjacent to each of the following two lots in Block "D": Lots 12 and 13; Lots 14 and 15; Lots 16 and 17; and Lots 18 and 19. If a pier is built by the Declarant pursuant to the terms of the individual sales contracts, each Lot Owner will be responsible for one-half (1/2) of the cost of construction of the pier and one-half (1/2) of the cost of repairs and maintenance to the pier. Each Lot Owner will have a private cause of action against the other Lot Owner to enforce the terms of this Section. The prevailing party in any such action shall be entitled to recover its reasonable attorney's fees and costs from the other Lot Owner.

If a pier is not built by the Declarant, no construction of a pier will be commenced by the Owner of any Lot referenced above without the written consent of the adjoining Lot Owner (i.e. Owner of Lot 16, Block "D", will not construct a pier without the written consent of the Owner of Lot 17, Block "D"). The expense of constructing the pier will be as agreed between the Owners of the two (2) Lots.

The Declarant **MAY** also construct a common area pier between Lot 14, Block "A", and Lot 20, Block "D". If this pier is built, the **ASSOCIATION** will be responsible for all cost of repairs and maintenance to the pier. All Lot Owners will be allowed to enjoy and use the common area pier. The permit will either be issued in the name of the **ASSOCIATION** or will be transferred to the **ASSOCIATION**.

Notwithstanding anything else to the contrary in this Section, any pier built must conform with the Rules and Regulations of the Santa Rosa Island Authority.

ARTICLE VII
ADDITIONAL RESTRICTIONS

A. **LOT VARIANCES**. Any variances requested must be approved by the Architectural Control Committee prior to seeking approval from the Santa Rosa Island Authority and other county agencies.

B. **NUISANCES**. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on it that may become an annoyance or nuisance to the Owners of any Lot in the **SUBDIVISION**.

C. **LANDSCAPING/ENCLOSURES**. No fences or walls shall be constructed and no hedges shall be placed until their design, construction and location are approved by the Architectural Control Committee or the Architectural Review Representative.

D. **MAINTENANCE**. All structures, improvements, yards, drives and landscaping must be diligently and properly maintained so as to secure the aesthetics of an exclusive, first-class residential neighborhood. Failure to so maintain shall be sufficient grounds for a judicial proceeding at law or equity by any Owner to enforce this provision, or for the **ASSOCIATION** to implement the provisions of Article IV, Paragraph 10 hereof.

E. **ANIMALS**. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other household pets may be kept. However, no dogs, cats or other household pets may be kept, bred or maintained for any commercial purposes, and may not be kept in numbers as to be an annoyance or nuisance to other Owners in the **Subdivision** and may not be permitted to run at-large.

F. **DUMPING**. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.

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

H. **UTILITIES**. An easement is reserved over and across each Lot in the **SUBDIVISION** (except those portions on which a residential dwelling is actually constructed) for the purpose of installing, repairing and maintaining or conveying to proper parties for the installation, repair or maintenance of electric power for the Lots in the **SUBDIVISION**, and easements shown or reserved on the recorded Plat of the **SUBDIVISION**, if any, are hereby adopted as part of these restrictions.

I. **DRAINAGE**. Drainage easements shall not be obstructed in any way that will alter the proper flow of stormwater

drainage. The **ASSOCIATION** shall have the right to keep all drainage facilities clear and open and shall have the express right to enter upon the Lots to accomplish said maintenance, cleaning and opening. The Owner of any Lot may, with prior approval of the Architectural Control Committee or the Architectural Review Representative, construct a driveway, fence, or similar structure or improvement above any underground drainage easement.

J. **MINERAL EXPLORATION.** No exploration or drilling for oil, gas, or other minerals, and no oil refineries of any kind shall be permitted or allowed on any Lot in the **SUBDIVISION**.

K. **ENVIRONMENTAL REGULATION.** All federal laws, laws of the State of Florida, Laws of Escambia County, and any related rules and regulations of their respective administrative agencies now or hereafter in effect with regard to sewage, disposal, water supply, sanitation, and land use are incorporated herein and made a part hereof.

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

M. **RECREATIONAL VEHICLES.** Except as provided for in the Architectural Guidelines, every residential structure constructed shall contain, at a minimum, a double garage. In addition, each residential structure shall contain adequate storage for the parking and/or storing of automobiles, boats, trailers, campers, motorcycles, motorbikes and all other like vehicles and equipment. No trailer, mobile home, camper, motorbike, motorcycle, motorscooter, boat, boat trailer, house trailer, tractor, or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger vehicles shall be parked in any driveway or on the common area, or on any Lot in the **SUBDIVISION** except in a garage or other appropriate enclosed areas approved in advance by the Architectural Control Committee or the Architectural Review Representative, and no such vehicle shall, at any time, be used as a residence, temporary or permanent.

N. **ENFORCEMENT.** These covenants may be enforced by any Lot Owner, the **ASSOCIATION**, the Architectural Control Committee, or the Architectural Review Representative, 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.

O. **MODIFICATION/DURATION.** Any or all of the restrictions herein contained may be annulled, amended or modified at any time by an instrument executed by the then record Owners of sixty-seven percent (67%) or more of the Lots in the **SUBDIVISION**, together with the same percentage of record mortgage holders; provided however, that no amendment shall place an additional burden or restriction on any Lot in the **SUBDIVISION** covered by these covenants unless the Owner of record of said Lot joined in the amendment, and no amendment shall abridge the Common Area easements granted to each Owner under Article II. Except as otherwise provided for in Article II, Section 3(E), these covenants are to run with and bind the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years. Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time within two (2) years after date hereof if doing so is necessary or advisable to accommodate either the FHA, VA, FNMA, or

the like financing of residential structures within the **SUBDIVISION**. As long as the Declarant holds any lot for resale, any amendment shall require the Declarant's approval.

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

P. **INVALIDATION**. 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.

Q. **APPROVAL**. As long as there is a Class B membership, the following actions will require the prior approval of the FHA, VA or FNMA: Annexation of additional properties, dedication of Common Areas, and an Amendment of this Declaration of Covenants, Conditions and Restrictions.

R. **DRAINAGE**. No one shall change the contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. The integrity of all swales shall be maintained at all times, and no Owner shall cause any construction upon the swales, including without limitation, construction of any driveway over and across the swales, without the prior approval of the Architectural Control Committee or the Architectural Review Representative. Any approved construction, in addition to meeting the other requirements of the Architectural Control Committee or the Architectural Review Representative shall not interfere with the normal flow of stormwater runoff.

S. **UNDERGROUND SERVICE LINES**. All electric, cable TV, and telephone services lines and wiring for any dwelling or other building erected on a Lot shall be underground.

T. **COMPLIANCE WITH MASTER LEASE**. Every Lot Owner, his successors and assigns, invitees, and tenants, shall comply with all of the covenants and conditions contained in the Master Lease or those as may be contained in the Master Lease or those as may be contained in a subsequent lease entered into by the Owner and the Santa Rosa Island Authority.

U. **CLOTHESLINES**. No outside clotheslines or other items detrimental to the property shall be permitted on a Lot. All garbage receptacles must be kept within enclosed areas as designated by the **ASSOCIATION**'s reasonable rules and regulations.

V. **EXISTING RESTRICTIONS**. 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.

W. **CONSERVATION AREAS**. All conservation areas located within the Common Area shall be maintained by the **ASSOCIATION** at its expense, and all conservation areas located within individual Lots shall be maintained by the **ASSOCIATION** at its expense. The **ASSOCIATION** shall have an easement across all private lots for the purpose of maintaining the conservation Areas. All conservation areas shall be subject to the Restrictive Covenant dated February 15, 1994, and recorded in Official Record Book 5502 at Page 442 of the public records of Escambia County, Florida, and the Consent Agreement and Final Order between **SAN CARLOS DEVELOPMENT, INC.** and the U. S. Environmental Protection Agency with an issuance date of November 5, 1993 (a copy of this Consent Agreement shall be kept on file in the office of the **ASSOCIATION**.)

Signed, Sealed and Delivered
in the Presence of:

SAN CARLOS DEVELOPMENT, INC.

1. *Dianne E Evans*
DIANNE E EVANS

By: *[Signature]*
ALLEN R. LEVIN, PRESIDENT

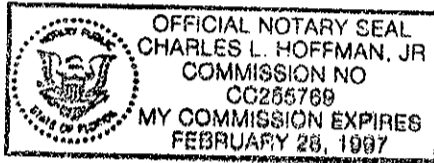
2. *[Signature]*
Charles L Hoffman, Jr

(Witness names should be typed
or printed below signatures)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this
15th day of February, 1994, by **ALLEN R. LEVIN**, President of
SAN CARLOS DEVELOPMENT, INC., a Florida corporation, on behalf of
that corporation, who is well known to me.



[Signature]
Typed Name: Charles L Hoffman Jr
Notary Public
My Commission No: _____
My Commission Expires: 2/28/97

EXHIBIT "A"

Commence 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 3250.00 feet to a concrete monument; thence continue along said North right-of-way line North 83°41'00" West a distance of 287.25 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 5623.32 feet, a tangent of 207.43 feet, and a delta of 4°13'30" and curving to the South; thence North 87°54'30" West along said North right-of-way line 249.34 feet; thence leaving said North right-of-way line, run North 4°33'40" East a distance of 585.40 feet to a capped iron rod; thence continue North 4°33'40" East for 5 feet more or less to the mean high water line of Santa Rosa Sound for the Point of Beginning; thence along line last traversed, South 4°33'40" West a distance of 5 feet more or less to said capped iron rod; thence continue South 4°33'40" West a distance of 585.40 feet to a point on said North right-of-way line; thence North 87°54'30" West along said North right-of-way a distance of 704.03 feet; thence leaving said right-of-way line run North 2°05'30" East for 500.00 feet to a capped iron rod; thence continue North 2°05'30" East for 6 feet more or less to said mean high water line of Santa Rosa Sound; thence meander Easterly along said mean high water line for 760 feet more or less to the Point of Beginning. All lying and being in Escambia County, Florida, and containing 9.91 acres, more or less.

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Prepared by:
Charles L. Hoffman, Jr.
Shell, Fleming, Davis & Menge
P. O. Box 1831
Pensacola, FL 32598-1831
SFD&M File No: _____

**JOINDER AND CONSENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR DELUNA POINT, A SUBDIVISION**

Regions Bank, formerly known as Sunshine Bank, the owner and holder of that Mortgage dated November 8, 1993, and recorded in Official Record Book 3464 at Page 928 of the public records of Escambia County, Florida, hereby consents to the recording of the Declaration of Covenants, Conditions and Restrictions for DeLuna Point, A Subdivision, to which this Joinder and Consent is attached.

Executed this 14th day of February, 1994.

REGIONS BANK, formerly known as
SUNSHINE BANK

By: Cuba M. Rosenblum
Its VICE President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This document was acknowledged before me this 14 day of Feb, 1994, by Cuba M. Rosenblum, the VICE President of REGIONS BANK, formerly known as SUNSHINE BANK, on behalf of said Bank, who is personally known to me or who produced identification and who did not take an oath.

[Signature]
TYPED NAME: _____
NOTARY PUBLIC
MY COMMISSION NO: _____
MY COMMISSION EXPIRES: _____

Personally Known ✓

Produced Identification _____

Type of Identification Produced _____

GERALD L. BROWN
"Notary Public--State of Florida"
My Commission Expires Feb. 15, 1994
AA 746464

FILED & RECORDED IN
PUBLIC RECORDS OF
ESCAMBIA CO FL ON
FEB 15 2 12 PM '94
TM BOOK & PAGE NOTED
ABOVE-RECORD VERIFIED
JOE A FLOWERS
COMPTROLLER
ESCAMBIA COUNTY

106137