

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR ROSEDOWN, A SUBDIVISION

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Rosedown Properties, Inc., a Florida Corporation ("Declarant"), the owner of the following described real property in Escambia County, Florida, to-wit:

Lots 1 through 10, inclusive, Block A; Lots 1 through 32, inclusive, Block B; and Parcels "C" and "D", ROSEDOWN, a subdivision of a portion of Section 19, Township 1 North, Range 30 West, Escambia County, Florida, according to plat of said subdivision as recorded in Plat Book 14, at Page 76 of the public records of Escambia County, Florida,

does hereby impose the following restrictive covenants on the above lots and/or building sites in said subdivision and makes the following declaration of covenants, conditions and restrictions covering the above-described property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned, and their respective heirs, successors and assigns. These restrictions, during their lifetime, shall be for the benefit of and a limitation upon all present and future owners of any of the lots and/or building sites within Rosedown.

1. Definitions:

(a) "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.

(b) "Properties" shall mean and refer to that certain real property hereinbefore described.

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

(d) "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.

(e) "Association" shall mean and refer to Rosedown Homeowners Association of Pensacola, Inc., a Florida non-profit corporation, its successors and assigns.

(f) "Common Area" shall mean all real and personal property (including the improvements thereto) and all easements and licenses which the Association members have the right to use and enjoy, and obligation to maintain, if any, and shall include, but not be limited to, the property, if any, included within the legal description shown on the recorded plat of Rosedown, except for: the platted lots; the sanitary, drainage and utility easements; the dedicated streets, roads, and drives; and Parcels "A", "B" and "D", which excepted property is not part of the Common Area.

2. Owner's Easements of Enjoyment. Every owner shall have a right and easement of 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. The Common Area cannot be otherwise conveyed or mortgaged without the consent of at least two-thirds (2/3) of the owners of all of the lots or building sites within the subdivision, but, for purposes of this vote, excluding the Declarant as an owner.

3. Membership and Voting Rights. 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 lot or building site which is subject to assessment. When more than one person or entity holds an interest in any lot or building site, all such persons or entities shall be members. The vote for such lot or 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 lot or building site, except for Class B members. Until the happening of the earlier of the events set forth in Paragraph 33 below, there shall be two classes of voting membership, as set forth in said Paragraph 33.

#### 4. Covenant for Maintenance Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. Declarant, 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 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 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 in the property against which such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such 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.

(b) Purpose of Assessments. 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 and specifically: for maintenance of the subdivision's two entrances; maintenance of the road right-of-way landscaping; maintenance of the island landscaping for the islands within the road right-of-ways; maintenance of the subdivision entrance signs, lighting, water pump(s), sprinkler system(s), electric meters, water meters, maintenance of the landscaping along that portion of Chemstrand Road which abuts Rosedown, maintenance of the landscaping along the easterly 25 feet of Lot 1, Block A, and along the easterly 15 feet of Lot 10, Block A and the easterly 15 feet of Lots 1 and 32, Block B, and maintenance of the landscaping on Common Area throughout the Rosedown Subdivision; the payment of the electric power bills for the operation of the sprinkler system(s) and the lighting at the entrances to the subdivision and any lighting on any islands throughout the subdivision, if any; the payment of the water bills for the sprinkler systems; the cleaning of debris from lots or building sites on which a residential dwelling has not yet been constructed; and the payment of insurance premiums as required by any License Agreement covering the entrance signs or fence along Chemstrand Road.

(c) Annual Assessment/Maximum Annual Assessment. Unless changed in accordance with the provisions of this paragraph, and without the necessity of any action or further action by the Board of Directors, the annual assessment shall be \$100.00 per lot or building site per year (herein "maximum annual assessment"), payable in advance by the 30th day of January of each year, but prorated for the remainder of the months in the year. The maximum annual assessments may be changed and/or fixed in accordance with the following provisions:

(i) From and after January 1, 1993, the maximum annual assessment may be increased each year by the Board of Directors not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(ii) From and after January 1, 1993, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(iii) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum assessment.

(d) 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 or maintenance of a capital improvement or landscaping that is part of the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(e) 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 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

(g) Date of Commencement of Annual Assessment Due Dates. The annual assessments provided for herein shall commence as to all lots or building sites at such time as is fixed by the Board of Directors, but in no event, no later than January 1, 1993. The Board of Directors shall fix the amount of the annual assessment against each building site or lot at least thirty (30) days in advance of each assessment period, except for the first assessment which shall be \$100.00 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.

(h) 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 ten percent (10%) 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.

(i) 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.

5. No building site or lot in the subdivision shall be used except for single family residential purposes. Except as herein provided, 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. A single family dwelling may contain an attached servant's or maid's quarters. No such single family dwelling shall exceed two and one-half stories in height. Upon the express written approval of the Architectural Control Committee, a detached pool building or storage building may be constructed on the rear of a dwelling site, provided it shall be of a type of construction which shall be architecturally consistent with the main residence and constructed of materials that are harmonious with the main residence.

6. 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 2,000 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 2,000 square feet. However, the minimum square footage required in this paragraph may be increased at Declarant's option by means of deed restrictions, which restrictions shall not affect any other lot or building site within the subdivision.

7. No residential dwelling shall be constructed on any lot or building site in the subdivision which does not conform to

the setback requirements set forth on the face of the recorded plat of Rosedown. In addition, no dwelling shall be erected on any lot or building site nearer than 25 feet to the front lot line, nor nearer to a lot or building site side yard line than 10 feet or 10% of the width of the lot or building site at the building setback line, whichever is greater, nor nearer than 30 feet to the rear line of the lot or building site, and for corner lots, no nearer than 12.5 feet to any side yard street line. Except, and provided, however, that with respect to Lots 1 and 10, Block A, and Lots 1 and 32, Block B, the following shall apply with respect to the building setback line off of Chemstrand Road, which setback restrictions shall be controlling and shall supersede those set forth on the face of the plat of Rosedown, to-wit:

(a) With respect to Lot 1, Block A, the easterly 25 feet has been landscaped to beautify the entrance into Rosedown Drive. The Association shall have the perpetual right and responsibility to maintain the landscaping over the easterly 25 feet of said Lot 1, Block A. The Association, in its sole discretion, and by appropriate written document, shall have the right to release from this provision any portion of the easterly 25 feet of Lot 1, Block A, which is not used or necessary to use for such landscaping. No residential dwelling and no fence shall be constructed on Lot 1, Block A within 25 feet of the right-of-way of Chemstrand Road.

(b) With respect to Lot 10, Block A and Lots 1 and 32, Block B, the easterly 15 feet of each said lot has been landscaped to beautify the entrance into Rosedown. The Association shall have the perpetual right and responsibility to maintain the landscaping over the easterly 15 feet of said Lot 10, Block A and the easterly 15 feet of Lots 1 and 32, Block B. The Association, in its sole discretion, and by appropriate written document, shall have the right to release from this provision any portion of the easterly 15 feet of Lot 10, Block A and the Easterly 15 feet of Lots 1 and 32, Block B, which is not used or necessary to use for such landscaping. No residential dwelling and no fence shall be constructed on Lot 10, Block A or on Lots 1 and 32, Block B, within 15 feet of the right-of-way of Chemstrand 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, dressing rooms, walls, fences 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 and specifications and a plan or plot showing the location of the improvements and the landscape plans have been approved in writing by the Architectural Control Committee or Architectural Control Representatives.

The Architectural Control Committee shall be composed of three representatives of Declarant and any two (2) members 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, provided, however, if a successor member is not so designated within 30 days after the death or resignation of said member or members, then the Declarant shall be entitled to appoint and designate the successor member or members. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The committee's or representatives' approval or disapproval, as required in these covenants, shall be in writing. In the event that the committee, or its designated representative, fails to approve or disapprove within thirty days after plans and

specifications have been submitted, or in any event, if no suit is filed to enjoin the construction within sixty days of commencement, approval will not be required and the related covenants shall be deemed to have been fully complied with or not applicable.

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, or if the committee, in its sole discretion, determines that a variance is desirable in order to best accommodate the location of a planned building on a particular lot, the committee may release the lot or building site, or parts of it, from any part of the covenants and restrictions, or setback lines, that are violated. The committee shall 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 Declarant, the then record owners of a majority of the building sites or lots in the subdivision 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 Architectural Control Committee any powers or duties.

9. 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 purposes, 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 the building setback line, of less than the width, at the building setback line, of the smallest plotted lot within the subdivision.

10. 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 Escambia County's building requirements.

11. Every residential dwelling constructed on a lot or building site in the subdivision shall contain or be accompanied by either an attached or detached garage adequate 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, motor scooter, boat, boat trailer, housetrailer, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles and operating passenger vans (vans are limited to those that are no longer and no wider than American made family type passenger vans) 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 or on the rear of the lot or building site and screened by a six foot high wooden fence so as not to be visible from the street or adjacent subdivision lots or building sites. No such vehicles, machines, equipment or apparatus shall be parked or stored in or on the street right-of-way abutting any lot or building site except when such are in actual use.

12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding 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.

13. 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. With respect to all building sites or lots whose rear lot line does not abut another lot or building site within Rosedown, but rather abuts property not located within the Rosedown Subdivision, as reflected on the plat of Rosedown, any detached garage must be constructed and located on any such lot or building site within the side yard setback lines and requirements, and in conformity with all applicable building codes and regulations and in conformity with Escambia County's building and setback requirements. With respect to all of the lots or building sites within Rosedown whose rear lot line abuts another lot or building site within Rosedown, as reflected on the plat of Rosedown, any detached garage must be constructed and located on such lot or building site within the same building setback lines and requirements as provided for a residential dwelling in Paragraph 7 above, unless specifically approved otherwise, in writing, by the Architectural Control Committee, and then only upon a determination by the Architectural Control Committee that such location is consistent with and harmonious with the surrounding development, and that it does not have any material adverse affect on an abutting lot or building site. The exact location of any detached garage must be approved in writing by the Architectural Control Committee.

14. All fences and walls to be constructed on any lot or building site must be approved by the Architectural Control Committee prior to construction. No fence or wall shall be constructed and no hedge shall be planted nearer the front lot line than 15 feet back from the front of the residential dwelling, and, if a corner lot or building site, nearer the side street line than the side of the residential dwelling. This restriction does not apply to any growing fence or hedge which does not exceed three feet in height. Metal chain link or similar type utility fences are prohibited, provided, however, that tennis court fences, with proper landscaping, may be approved by the Architectural Control Committee or the Architectural Control Representative. There is excepted from this restriction any fences that are required by either FHA or VA to be constructed and maintained around easement areas.

15. No sign of any kind shall be displayed to the public view on any lot or building site in the subdivision except for one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period; provided, however, Declarant may erect a sign not exceeding five feet in height by eight feet in width, as to dimensions of the sign, on any lot or building site which it owns.

16. All mailboxes placed, erected or constructed on any lot or building site in the subdivision shall be set in brick or framed in wood and shall be similar in design and style to the residential dwelling situated on said lot or building site.

17. No clothes line 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. Trash and garbage cans must be shielded from view from the street or adjacent property except during the hours of normal trash or garbage collection.



18. 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, nor shall any lot or building site be used for the purpose of carrying on a trade, profession, business or public amusement.

19. No exploration or drilling for oil, gas or other minerals shall be permitted or allowed on any lot or building site in said subdivision and no such lot or building site shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

20. 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.

21. An easement is reserved over and across each lot in the subdivision (except those portions on which a residential dwelling or other improvements are 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 or building sites 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.

22. Utility or other drainage easements shall not be fenced in any manner that prohibits access and use, and any such fencing shall include appropriate gates. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage.

23. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the developer to contour each building lot or site to provide a continuous drainage pattern from lot to lot within the subdivision. These drainage patterns shall not be altered. The greenbelt areas designated on the plat shall remain, to the extent reasonably possible, undisturbed, and no lot or building site owner or other person or entity shall materially interfere with the natural greenbelt areas as designated on the plat.

24. 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, that the front yard be sodded and that the sodding be properly and perpetually maintained. With respect to each corner lot or building site on which a residential dwelling is constructed, it is required that at the time of initial construction, that in addition to the sodding of the front yard, that it is required that the side yard be completely sodded and that the sodding be properly and perpetually maintained.

25. At the time of the construction of any residential dwelling on any lot or building site, each owner and/or builder must maintain an industrial waste container 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.

26. No television or other type 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 shall be erected, located or permitted to remain on any lot or building site within the subdivision unless written permission is granted by the Architectural Control Committee. If written approval is given, any satellite dish must be installed so that the top of the dish is no higher off the ground than six feet; it is located in the rear yard behind the residence; it is no closer to the side lot line than the side of the dwelling; no closer to the front lot line than the rear of the dwelling; no closer to the rear lot line than 30 feet; and enclosed by a six foot high privacy fence.

27. The Declarant agrees to maintain the Detention Ponds located on Parcels "B" and "E", at its expense, until such time, if ever, as they are accepted for maintenance by Escambia County, Florida. If accepted by Escambia County, Florida, then, at such time, Parcels "B" and "E" will be deeded to Escambia County, Florida.

28. All laws of the State of Florida and 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, 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.

29. Any or all of the restrictions herein contained, except Paragraph 8, 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 or lots 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.

30. These covenants may be enforced by any lot or building site owner or by the Architectural Control Committee 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 Architectural Control Committee or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

31. Invalidity 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.

32. 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 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.

33. All electric and telephone service lines and wiring for any dwelling or other building erected on a lot or building site shall be underground.

34. The Association shall initially have two classes of voting memberships:

Class A. Class A members shall be all Owners, with the exception of the Declarant, 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 member(s) shall be the 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 on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On December 31, 1995.

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 vote for each building site which is owned by said Class B member. The Declarant shall not exercise its voting rights granted to it under this Article in an unreasonable manner nor in such a way as to cause undue hardship upon any Owner.

35. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

36. No fence may be erected on any lot by any owner, regardless of approval by the Architectural Control Committee, with the framing being faced to the outside and visible from any abutting street or adjoining lot. All fencing must be designed and constructed such that the "smooth" side faces out or away from the interior of any lot or building site.

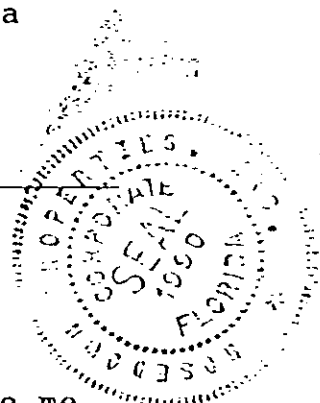
IN WITNESS WHEREOF, Rosedown Properties, Inc. has executed this Declaration as of the 27<sup>th</sup> day of JAN, 1992.

Signed, sealed and delivered in the presence of:

ROSEDOWN PROPERTIES, INC., a Florida Corporation

Deborah B. Schwartz  
Deborah B. Schwartz

By: Chris R. Webb  
Chris R. Webb  
Its President



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of JAN, 1992, by Chris R. Webb, President of Rosedown Properties, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced KNOWN TO ME as identification (type of identification) and did not take an oath.

This instrument prepared by:  
James Weber of Beggs, Lane  
700 Blount Building  
Pensacola, Fl 32501

Deborah B. Schwartz  
Sign Name  
Deborah B. Schwartz  
Print Name  
Notary Public, State of Florida  
at Large  
My Commission Expires: 9/6/93

932408  
FILED AND RECORDED  
THE PUBLIC RECORDS OF  
ESCAMBIA COUNTY, FL