

Recorded in Public Records 03/04/2010 at 02:45 PM OR Book 6566 Page 464,
Instrument #2010014051, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$146.00

PINE FOREST OAKS HOMEOWNERS' ASSOCIATION

Revised Declaration of Covenants and Restrictions

(Original Declaration Dated 7/11/1985 is Hereby Repealed)

Revised: 02/18/2010

This Declaration, made (date), by Betty J. Etheridge, Antonio Apap, Mark Lee Smith, Peter Fontaine, and Diane Purdy, all individuals, herein referred to as the "Board of Directors".

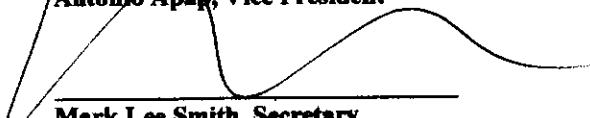
In witness whereof, we have hereunto set our hands and seals this date



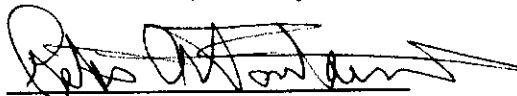
Betty J. Etheridge, President




Antonio Apap, Vice President



Mark Lee Smith, Secretary



Peter Fontaine



Diane Purdy

CONTENTS

Article I	Definitions	1
Article II	Property Subject to the Declaration	2
Article III	Membership and Voting Rights	2
Article IV	Property Use in the Common Properties and Easements	3
Section 1	Members' Easement and Enjoyment	3
Section 2	Title to Common Properties	3
Section 3	Extent of Members' Easements	3
Section 4	Easement for Access	4
Section 5	Parking	4
Section 6	Rules	5
Section 7	Utilities and Meters	6
Article V	Covenant for Maintenance Assessments	6
Section 1	Creation of Lien and Personal Obligation for Assessments	6
Section 2	Purpose of Assessments	6
Section 3	Basis and Maximum Annual Assessments	7
Section 4	Special Assessments for Capital Improvements	7
Section 5	Quorum for Any Action Under Section 4	7
Section 6	Date of Commencement of Annual Assessments	7
Section 7	Duties of the Board of Directors	7
Section 8	The Personal Obligations of the Owner	8
Section 9	Subordination of the Lien to Mortgage	8
Section 10	Exempt Property	9
Article VI	Party Walls	9
Section 1	General Rules of Law to Apply	9
Section 2	Sharing of Repair and Maintenance	9
Section 3	Destruction by Fire or Other Casualty	9
Section 4	Weatherproofing	9
Section 5	Right to Contribute Runs with the Land	9
Section 6	Mediation	10
Section 7	Septic Tanks	10
Article VII	Architectural Control Committee	10
Section 1	Review by Committee	10
Article VIII	Exterior Maintenance	10
Section 1	Exterior Maintenance	10
Section 2	Assessment of Cost	11

BK: 6566 PG: 466

Section 3	Access at Reasonable Hours	11
Section 4	Screen/Storm Doors	11
Article IX	Prohibited and Limited Activities	11
Section 1	Sanitation	11
Section 2	Recreational Vehicles	12
Section 3	Outside Appearance	12
Section 4	Residential Use	12
Section 5	Rules	12
Section 6	Pets	12
Article X	Duty to Rebuild or Repair	13
Section 1	Rebuild or Repair	13
Section 2	Lien	13
Article XI	General Provisions	13
Section 1	Duration	13
Section 2	Notice	13
Section 3	Enforcement	13
Section 4	Severability	14
<i>Section 5</i>	<i>FLORIDA LAW</i>	<i>14</i>

PINE FOREST OAKS HOMEOWNERS' ASSOCIATION
Supplemental Declaration of Covenants and Restrictions

WITNESS TO

Whereas, the Board of Directors (Board) desires to maintain a residential community with townhouses, private streets, open spaces, and other common facilities for the benefit of said community; and

Whereas, the Board desires to provide for the preservation of the values and amenities in said community, and for the maintenance of the streets, open spaces, and other common facilities, and to this end desires to subject the real property described in Article II to the covenants, restrictions, easements, and liens herein set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

Whereas, the Board has caused to be incorporated under the laws of the State of Florida, a corporation not for profit, known as the "Pine Forest Oaks Homeowners' Association, Inc." hereinafter referred to as the "Association" for the purpose of exercising the functions aforesaid;

Now therefore, the Board declares that the property described in Article II hereof, is and shall be held, transferred, sold conveyed, and occupied subject to collectively as "covenants and restrictions" hereinafter set forth.

ARTICLE I
Definitions

The words listed below, when used with this Supplemental Declaration, shall have the following meanings:

Association shall mean and refer to Pine Forest Oaks Homeowners' Association, Inc.

The Properties shall mean and refer to all existing properties, and additions thereto, as are subject to this Supplemental Declaration under the provisions of Article II hereof.

Common Properties shall mean and refer to those areas of land described in Article II hereto as Common Properties, and any additions to existing properties intended to be devoted to the common use and enjoyment of the owners of the properties.

Lot shall mean and refer to individual residential townhouse lots (townhouses and side yards), and any additional existing properties, with the exception of Common Properties as heretofore defined.

Owner shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple to the lot situated upon the properties, but notwithstanding any applicable theory of mortgage. Owner shall not mean or refer to the mortgage unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

BK: 6566 PG: 468

Member shall mean and refer to those owners who are members of the Association as provided in Article III hereof.

ARTICLE II
Property Subject to the Declaration and Additions Thereto

The real property which is and shall be sublet, held, transferred, and occupied subject to this Supplemental Declaration is located in Escambia County, Florida and is more particularly described as follows:

Commence at the Northwest corner of Section 1, Township 1, South, Range 31 West, Escambia County, Florida; thence South 88 degrees 34' 34" East along the North line of said section for a distance of 186.00 feet to the Easterly R/W line of Pine Forest Road (S.R. 341; 100' R/W) and the point of beginning. Thence continue South 88 degrees 34' 34" East along the North side of said section for a distance of 809.59 feet; thence South 02 degrees 02' 35" West for a distance of 675.77 feet; thence North 01 degrees 26' 59" East for a distance of 119.12 feet; thence North 88 degrees 33' 01" West for a distance of 155.07 feet to the Easterly R/W line of said Pine Forest Road; thence North 08 degrees 24' 00" East along Easterly R/W for a distance of 212.09 feet to the Point of Beginning. Containing 5.82 acres more or less all lying and being in Section 1, Township 1, South, Range 31 West, Escambia County, Florida..

Less and Except for the Following Described Property:

Commence at the Northwest corner of Section 1, Township 1, South: Range 31 West, Escambia County, Florida: Thence South 88 degrees 34' 34" East along the North line of said section for a distance of 186.00 feet to the Easterly R/W line of Pine Forest Road (S.R. 341; 100' R/W); thence South 08 degrees 24' 00" West and along the same course for 115.86 feet; thence South 88 degrees 34' 34" East for 97.48 feet; thence North 13 degrees 10' 47" East for 43.50 feet; thence North 12 degrees 46' 11" East for 74.78 feet; thence North 88 degrees 34' 34" for 107.00 feet to the Point of Beginning.

All of which real property shall hereinafter be referred to as "Existing Property." "Common Properties" shall include all of the foregoing described property less and except for the Townhouse Lots described in Article I.

ARTICLE III
Membership and Voting Rights in the Association

Section 1. Membership

Every person or entity that is a record owner of any lot which is subject to assessments by the Association shall be a member of the Association, provided that any such person or entity that holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting

Each member shall be entitled to one vote for each lot in which he/she holds the interest required above for membership. When more than one person holds such interest or interests in any lot all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Section 3. Proxy Voting

The members have the right, unless otherwise provided in this subsection or in the governing documents, to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable any time at the pleasure of the person who executes it. If the proxy form so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

ARTICLE IV**Property Use in the Common Properties and Certain Easements for Access****Section 1. Members' Easement and Enjoyment**

Subject to the provision of Section 2 of this Article, every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the fee simple title to every lot.

Section 2. Title to Common Properties

The Association retains the title to the Common Properties of the Association and has the responsibility to maintain the same free and clear of all liens and encumbrances.

Section 3. Extent of Members' Easements

The rights and easements of enjoyment created hereby are subject to the following:

- a. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon such mortgage the lender's right hereunder shall be limited to a right, admission, and other fees as a condition to continued enjoyment by the members until the mortgage debt is satisfied whereupon, the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored; and

- b. The rights of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure; and
- c. The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment of rights of any member for any period during which an Assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules; and
- d. The right of the Association to dedicate or transfer any part of the Common Properties to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by the members entitled to cast two-thirds of the vote has been recorded agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety days in advance of any action taken.

Section 4. Easement for Access

Members, their families, guests, and tenants shall have an easement for ingress and egress, and for access to each dwelling structure, over, along, and across the walkways, driveways, streets, and paved portions of the Properties, provided that no such easement shall extend to those paved portions of any parking spaces assigned to the Owner of another lot.

Section 5. Parking

The Association shall assign two parking spaces for the designated use of parking privately owned and operated vehicles of the lot owners, their families, guests, and tenants, which lots, when possible, shall be adjacent or close to said lot. No unlicensed, and/or non-working motor vehicles may be kept on the property. No recreational vehicles, including, but not limited to boats, trailers, wave runners, four wheelers, motor homes, and campers, nor any vehicle larger than a passenger vehicle may be kept on the property.

All residents must register their two vehicles in the Pine Forest Oaks vehicle registry and must display a parking decal set forth by the Association. Decals may be obtained by requesting them in writing, contacting the current Parking Lot Coordinator, or by ordering them at meetings of the Association. Any vehicle not displaying a decal will be considered in violation of these covenants and therefore risk being towed from the premises.

It is agreed that the Pine Forest Oaks Homeowners' Association shall have the authority to remove such vehicles from the property at the violating vehicle owner's sole expense 24 hours after posting a notice on such vehicle. Any owner reserves the right to call for a tow without written warning if said vehicle is blocking his/her unit's vehicle(s).

All unit owners agree that automobiles are to be parked and turned only on driveways provided.

Damage to lawns or grounds caused by neglect, or parking/turning in unauthorized areas on the property will be repaired at the offending unit owner's expense. No automobile maintenance shall be permitted on the property, including, but not limited to oil changes, brake repairs, engine and transmission repair/replacement, sheet metal and body repairs, etc.

The Association shall identify a visitor parking section for temporary use (less than seven consecutive days) by guests, visitors, or non-resident owners. These visitor parking spaces shall be reserved and may not be used by unit residents for storage of third vehicles, trailers, or recreational vehicles. Any person requiring use of such reserved temporary parking spaces for a period longer than seven days shall submit their request to the Board of Directors for a waiver of this rule.

Section 6. Rules

The Association shall have the right, from time to time, to make such rules and regulations governing common area or areas over which the Association has a vested interest or jurisdiction, as it may deem necessary or appropriate.

Any unit owner that is leasing, or planning to lease, his/her unit(s) is required to provide a list of rules and regulations to their tenants and/or agents. That list must be signed by each tenant and kept on file by the landlord or agent. The rules distributed must include, but not necessarily limited to the following:

1. Each unit receives two designated parking spaces. Third vehicles, including work vehicles, must be parked off the Properties.
2. All vehicles must have parking decals (2 per unit) to park on the Properties, and no dead storage of vehicles is permitted. Violators risk having their vehicles towed at their own expense.
3. Any vehicle parking regularly in visitor spaces will receive a written warning, and risks being towed thereafter. If a guest plans to use a visitor space for longer than five days, the Association must be notified.
4. All the units in Pine Forest Oaks use a septic system. Please refrain from flushing anything other than toilet tissue, even if the directions state "flushable." Please be conservative with water usage to prevent unnecessary water flow to the septic tank.
5. Field lines are under open common ground areas. It is imperative that vehicles are not driven over grassy areas for any reason to avoid damage to the field lines. Residents are requested to report such activity to the Association, or their landlord.
6. The Association provides pest control services on the third Friday of each month. You may arrange to leave a key if you desire pest control inside your unit when you are not present.
7. The Association provides lawn maintenance every 15 days. Lawn service personnel will cut and blow inside your fence line. Please ensure the gate is unlocked, dog waste is removed, and the yard is free of debris. If you need leaves removed, please rake into a pile to avoid having the leaves blown away.
8. Pets shall be under the full control of residents at all times. Residents will be held responsible for any damage or injury caused by their pets. Residents are required to "clean up" after their pets and

remove all pet waste promptly from common areas, including inside fence lines.

9. No exterior decorations or changes in permanent landscaping features are permitted by residents without prior approval from the Association. Please keep holiday decorations in good taste and to a minimum. Please remove any and all holiday decorations immediately following that holiday.

10. All personal property (bikes, grills, toys, trash cans, etc.) must be stored behind the owner's fence line. The Grounds Committee reserves the right to dispose of any personal property left on the common grounds. Property within the fence line should not exceed the height of the fence.

11. Any furniture or trash which cannot fit into the dumpster is not to be left in the dumpster area, because it will not be picked up. Anyone leaving trash by the dumpster is subject to a fine equal to the cost of hauling off the aforementioned trash.

12. The use of fireworks is not permitted on the premises.

13. The speed limit in the subdivision is 10 MPH. Speeders will be reported to the authorities.

14. Respect the neighbors' rights to privacy and quiet by confining parties to individuals' units. Excessive noise from guests, stereos, TVs, vehicles, etc. will not be tolerated.

15. No outwardly obvious and/or objectionable commercial business venture of any kind shall be conducted from a unit.

16. Persons using any facility on this property do so at their own risk.

17. Each tenant/resident is solely responsible for any damage or disturbance resulting from the infringement or disregard of the Associations' regulations by themselves, their family members, guests, and agents.

Section 7. Utilities and Meters

Owners are granted necessary utility and meter easements across and upon the Lots of others to the extent necessary for the service of any Lot and the maintenance and reading of said utilities and meters.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments

The owner of each lot within The Properties, by acceptance of a deed thereof, whether or not it shall be expressed in any such deed or other conveyances, shall be deemed to covenant and agree to pay the Association (1) annual assessments or charges, (2) assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, and (3) fines from neglect of the covenants listed in Section 8 herein. The annual and special assessments, together with such interest thereon, and costs of collection thereof as hereinafter provided, shall be a charge on the fee simple estate and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person(s) or entity who was the Owner of the Property at the time the assessment fell due.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, recreation, safety, and welfare of the residents of the Properties, and in particular for the improvements and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and townhouses situated upon the Properties, including but not limited to, the payment of taxes, insurance, repair and replacement, and for the costs of labor, equipment, materials, security, management, and supervision thereof.

Section 3. Basis and Maximum Annual Assessments

Beginning in 2008, the annual assessment per Lot shall be six hundred and sixty (\$660.00) dollars. From and after said date, the annual assessment may be increased by vote of the members, as hereinafter provided. The Board of Directors of the Association may, after consideration of current membership costs and the future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy a special assessment, applicable to that year only, for the purpose of defraying in whole or part, the costs of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the Association Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of this meeting shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting.

Section 5. Quorum for Any Action Authorized Under Section 4

The quorum required for any action authorized by Section 4 hereof shall be as follows: at the first meeting called, as provided in Section 4 hereof, the presence at the meeting of Members or proxies entitled to cast 60% of all votes of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates

The annual assessment may be paid in full at the annual meeting, or in 12 equal assessments payable on or before the first day of each calendar month. Any assessment which is not received on

or before the tenth day of each calendar month shall be considered delinquent and bear 10% interest from the first day of the month. Any account more than forty-five days delinquent shall be turned over to a collection agency and the Lot owner agrees to pay all costs of such action. A lien will be filed on the Lot if payment is not received via the collection agency in 45 days.

The due dates of any special assessment under Section 4 shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board of Directors

The Board of Directions of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least 30 days in advance of such date or period and shall, at that time, prepare a roster for the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the agreement shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment thereof stated to have been paid.

Section 8. The Personal Obligations of the Owner: Effect of Non-Payment of Assessment or Neglect of Covenants and Restrictions: The Lien: Remedies of the Association

If the assessments are not paid on the date when due (specified in Section 6), then such assessments shall be delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon being a continuing lien on the Property which shall bind such property in the hands of the then owner, heirs, devisees, personal representatives, and assigns. The personal obligation of the then such Owner to pay such assessments, however, shall remain his/her personal obligation for the statutory period and shall not pass to his/her successors in title unless assumed by them.

Any Owner that is found in neglect of the Covenants and Restrictions listed herein and thereby neglecting his/her personal obligation to the preservation of the community will be handled by the following course of action:

- (1) The Lot owner will be given a written warning.
- (2) The Lot owner will be fined at a rate to be determined by the Board of Directors after the deemed warning period has expired.
- (3) The Board of Directors holds the right, under Article V, Section 2, to impose such fines in order to promote the health, recreation, safety, and welfare of the residents on the Properties. The Association will collect such fines until the situation is corrected, and will handle such neglect of the Covenants and/or refusal to pay such assessments by creating a lien as a last resort.

Section 9. Subordination of the Lien to Mortgage

The lien of the assessment provided for herein shall subordinate to the lien of the mortgage

now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Property from liability for any assessments thereafter becoming due, nor from any lien of any subsequent assessment.

Section 10. Exempt Property

The following Property subject to this Declaration shall be exempted from assessments, charge and lien created herein: (A) All Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (B) all Common Properties as defined in Article 1 hereof; (C) all Properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption. Notwithstanding any provision herein, no Property devoted to dwelling use shall be exempted from said assessments, charges, or liens.

ARTICLE VI Party Walls

Section 1. General Rules of Law to Apply

Each wall which is built as part of the original construction of the townhouses upon the Properties and placed on the dividing line between Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law existing in the State of Florida regarding party walls and of liability for property damage due to neglect and willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the party wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty

If a party wall is destroyed by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall they shall contribute to the cost of the restoration thereof in proportion to such use without prejudice, however, to the rights of any Owner to call for a larger contribution for the others under any rule of law regarding liability for neglect or willful acts or omissions.

Section 4. Weatherproofing

Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful

act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribute Runs with the Land

The right of any Owner to contribute from any other Owner under this Article shall be appurtenant to the fee simple estate and shall pass to such Owner's successor in title.

Section 6. Mediation

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties involved shall mutually choose a mediator to assist in resolving the dispute.

Section 7. Septic Tanks

The cost of reasonable repair and maintenance of a septic tank shall be shared by the Owners who make use of said septic tank in proportion to such use.

ARTICLE VII Architectural Control Committee

Section 1. Review by Committee

No building, fence, walk, wall, street, or any other structure or landscaping shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, change in, or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same having been submitted to and approved in writing as to the harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association. This responsibility may be delegated by the Board of Directors to an Architectural Control Committee composed of three or more representatives appointed by the Board. In the event said board, or its designated committee, shall fail to approve or disapprove said design and location within 60 days after said plans and specifications have been submitted to it, such approval will not be required and said plans will be deemed to be in full compliance with this Article.

ARTICLE VIII Exterior Maintenance

Section 1. Exterior Maintenance

In addition to maintenance upon the Common Properties, the Association shall provide exterior maintenance upon each lot, which is subject to assessment under Article V hereof, to trees,

shrubs, stairways, grass, walks, and other exterior improvements. Those owners with wooden exterior balconies or decks will be solely responsible for their upkeep, maintenance, and orderly appearance.

Roof replacements need to occur building by building, not unit by unit. Owners in a building must consult with one another and the Architectural Committee prior to replacing and repairing roofs. If the Owner(s) of a unit demonstrate proof of an urgent need to replace the roof, and other owners of units in that townhouse refuse to cooperate, the issue may be referred to the Association to complete the replacement and assess the cost among the four units.

Painting of front doors, storage doors, and the blue trim must be uniform with all other units in the complex. A high gloss, exterior latex paint must be used. Owners planning to repaint the exterior doors and trim should consult with the Architectural Committee for specifics on the paint to be used. Owners are responsible for repairing chipped or peeled paint promptly and at their own expense.

Section 2. Assessment of Cost

In the event the Association is required to perform maintenance or repairs on a building, or individual unit, because the required maintenance/repairs are urgent and the owners cannot be found, or the Owners cannot agree on the maintenance/repairs, then the costs of such maintenance/repairs and interest at 10% of the total costs from the time the Association paid the related bills, shall be charged to the applicable Owners as a Special Assessment to be paid in 60 days. If the Special Assessment is not paid within 60 days, then a lien for the assessed amount shall be placed upon the Lots involved.

Section 3. Access at Reasonable Hours

For the sole purpose of performing the exterior maintenance required by this Article, the Association through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

Section 4. Screen/Storm Doors

The Association approves the installation and use of self-storing, kick-plated, mid-view storm doors, which are brown in color, and have a brass handle. . Installation of said doors shall be at the Owners' expense, and shall be properly installed. Screen/storm doors installed prior to this document's implementation and approved by the Association are considered to be grandfathered in.

ARTICLE IX Prohibited and Limited Activities

Section 1. Sanitation

No garbage, or other trash, or debris, or receptacles for the accumulation, collection, or storage of same shall be placed anywhere on the Properties where the same is visible from the

Common Properties except in such manner as is specifically provided by the published rules and regulations of the Association.

Section 2. Recreational Vehicles

No recreational vehicles, including but not limited to: campers, trailers, boats, and other similar vehicles as defined by the Association in accordance with its Articles and Bylaws, shall be parked or maintained on the properties, except in areas designated by the Board of Directors of the Association, and except in such manner as is specifically provided by the published rules and regulations of the Association.

Section 3. Outside Appearance

No outside television (except satellite) or radio antennas, or outside awnings shall be erected on the Properties, nor shall the outside appearance of any townhouse be altered except in such a manner as is provided by the published rules and regulations of the Association. No Owner or occupant shall be entitled to install, place, or leave on common grounds, driveways, streets, or parking areas of the Properties any items which can be classified as an "attractive nuisance" including but not limited to: play pools, swings, jungle gyms, play forts, trampolines, etc.

Section 4. Residential Use

All townhouse units shall be used and occupied as residential dwellings only. No noxious or offensive trade or activity may be carried on or upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to any Member or tenant.

Section 5. Rules

The Association shall have the right to institute necessary rules and regulations governing the property in accordance with the procedures set forth in its Bylaws. The failure of the Association, or any Owner to enforce any covenant, restriction, or other provision of the aforementioned documents or regulations shall not constitute a waiver of the right to do so thereafter.

Section 6. Pets

The Association is authorized to regulate the presence of pets on the Properties. Owners and Occupants shall be limited to no more than two domestic animals (cats and dogs only) weighing 30 pounds or less. Pet owners agree to comply with required state and local government restrictions including, but not limited to: licenses, inoculations, and health care of such animals. All pets shall be under full control of the owner, leashed at all times when outdoors, and such pets shall display a proper licence on their collars. Pet owners shall be responsible for disposing of their pet's waste promptly. Unlicensed and unleashed animals shall be evicted from the property in cooperation with local authorities. Guests may not bring pets upon the Properties under any circumstances.

ARTICLE X
Duty to Rebuild or Repair

Section 1. Rebuild or Repair

In the event of damage to, or destruction of, any improvement on any Lot by fire, windstorm, water, or any other cause whatsoever, the Owner shall, within a reasonable time, cause said improvements to be repaired or rebuilt at Owner's expense so as to place the same in as good a condition as it was before the event causing the damage. Failure to complete the repairs/replacement required by this Article shall constitute a breach of these covenants and restrictions. Subject to priority in favor of any mortgage clause, all insurance proceeds for the loss or damage to any improvement upon any Lot shall be used to assure the repair or rebuilding of any improvement.

Section 2. Lien

The Association shall have a lien on all such insurance proceeds, regardless of whether the Association is named as having the intent of the foregoing provision.

ARTICLE XI
General Provisions

Section 1. Duration

The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall insure to the benefit of and be enforceable by the Association, or the Owner(s) of any Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of forty years time from the date this Declaration is recorded in the official records of Escambia County, Florida. After 40 years said covenants and restrictions shall be automatically extended for successive periods of ten years, unless an instrument is signed by two-thirds of the Owners has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change this Document shall be effective unless made and recorded six months in advance of the effective date of such change, and unless written notice is sent to every Owner at least ninety days in advance of any action taken.

Section 2. Notice

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

Section 3. Enforcement

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

Section 4. Severability

Invalidation of any one of these covenants or restrictions by judgement or court shall in no way affect any other provisions of this Document which shall remain in full force and effect.

Section 5. Florida Law

Notwithstanding any provisions under this Revised Declarations of Covenants and Restrictions, the Association's Covenants, Restrictions, Charter, Bylaws, Minutes and all related legal documents shall be governed and construed under Florida Law. The Association specifically incorporates by reference and makes a part hereof, Chapter 720 of the Florida Statutes, judicial interpretation thereof, and any and all germane administrative rules relation to the interpretation, implantation or enforcement of this Revised Declaration of Covenants and Restrictions.

This revised Declaration of Covenants and Restrictions, to the extent of inconsistency with Florida Law, shall be construed to be congruent with Florida Law.

Further, the Association reserves unto itself, whether expressly or implied under Florida Law, all powers and authority to transact business to protect the greater good of the Association and to assert such powers and authority, where possible or desirable, to further the interests of the Association's membership, as defined under Articles I and III.