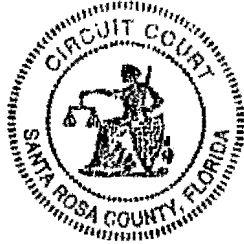


PREPARED BY:  
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PENSACOLA, FLORIDA 32598-1831  
SFD&M FILE NO.: H1743-22909



\*\* OFFICIAL RECORDS \*\*  
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**MANDAVILLA SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made and entered into this 18<sup>th</sup> day of February, 1998, by H & H TRITON PROPERTIES, INC., as the owner of all property restricted hereby, hereinafter "DECLARANT" or "DEVELOPER."

**W I T N E S S E T H:**

WHEREAS, DECLARANT is the owner of certain property in Santa Rosa County, Florida, which is more particularly described as:

Mandavilla Subdivision, a subdivision of a portion of Section 25, Township 2 South, Range 28 West, Santa Rosa County, Florida, according to plat recorded in Plat Book 6 at Page 54(1)(2) of the public records of Santa Rosa County, Florida;

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

**ARTICLE I**

**DEFINITIONS**

**SECTION 1.** "Association" shall mean and refer to Mandavilla Subdivision Homeowners Association, Inc.

**SECTION 2.** "Common Areas" shall mean and refer to all real property 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 recording of the conveyance of the first lot by the DEVELOPER are the lands shown on the Plat which are designated as Wetlands, and the other common areas depicted on the Plat.

**SECTION 3.** "Declaration" shall mean and refer to this instrument and any recorded amendment or restatement hereof made pursuant to the terms hereof.

**SECTION 4.** "DECLARANT" and "DEVELOPER" shall mean and refer to H & H TRITON PROPERTIES, INC., its successors and assigns.

**SECTION 5.** "Lot" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Whenever herein a use or enjoyment restriction provides that an Owner can or cannot do, or fails to do, certain acts or things, the Owner shall also be deemed to include the Owner's family, guests, tenants, and purchasers, pursuant to an unrecorded contract; provided, however, that only an Owner, and not a member of the Owner's family, the Owner's guests, the Owner's tenants, or the Owner's purchasers pursuant to an unrecorded contract, shall be held financially responsible for any such act or failure to act.

SECTION 7. "Plat" shall mean and refer to the Plat of Mandavilla Subdivision.

SECTION 8. "Conservation Areas" are those areas identified as jurisdictional ("Wetlands") by the Army Corps of Engineers on the recorded plat of Mandavilla Subdivision, and as more specifically described in the Declaration of Conservation Easements recorded in Official Records Book 1662 at Page 291 in the public records of Santa Rosa County, Florida.

## ARTICLE II

### 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 (1) person holds an interest in any Lot, all such persons shall become 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, 2000.

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 which is owned by said Class B member. The DECLARANT shall not exercise its voting rights granted to it under this Article II 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 III

### ARCHITECTURAL CONTROL

SECTION 1. PRIOR APPROVAL. No house, building, fence, wall, mailbox, driveway, gate, light post, landscaping or other structure or improvement of any nature whatsoever shall be commenced, erected, or maintained upon any Lot or upon the Common Areas by any Owner, the Association, or anyone else, nor shall any exterior addition to or change, alteration, or modification be made to any of the foregoing until the design, plans, specifications, plot plan and landscaping plan showing the nature, kind, shape, height, material, color, and location of same have been submitted to and approved, in writing, by the Architectural Review Committee (as well as payment of such reasonable, but uniformly imposed, fee as the Architectural Review Committee might from time to time establish) as complying with the standards generally set forth in SECTION 2 of this ARTICLE III. In the event the Architectural

Review Committee fails to approve or disapprove such design, plans, specifications, plot plans and/or landscaping plans within thirty (30) days after same have been received by said Committee, such approval will not be required and this covenant will be deemed to have been fully complied with.

**SECTION 2. ARCHITECTURAL REVIEW COMMITTEE.** The Architectural Review Committee shall consist of at least three (3) members and shall originally be composed of members appointed by the DECLARANT. Upon occurrence of a vacancy on the Architectural Review Committee, or in the event a member of the Committee cannot or does not want to continue to serve, then a new member of the Committee, who need not be an Owner, shall be appointed to serve. A member of the Architectural Review Committee may be removed by two-thirds (2/3rds) vote of the Board of Directors of the Association. Appointment of a new member to the Architectural Review Committee shall be made by the originally named Committee members then serving on the Committee, and if there be no originally named Committee members then serving on said Committee, new members to the Committee shall be appointed by the Board of Directors of the Association. The members of the Architectural Review Committee shall not be entitled to any compensation for service performed pursuant to this Declaration. Decisions of the Architectural Review Committee shall be based upon the uniform application of such reasonable standards as are consistent with a first-class single family residential subdivision, such standards to include, among other things, the harmony of external design including roof style (pitch; shingle; and color); chimney; exterior siding (material and color); windows and trim; shutters (color and style); front doors; light poles; garage doors; location in relation to surrounding structures, topography; the type, kind and character of buildings, structure, and other improvements; and aesthetic qualities in general.

**SECTION 3. SUBDIVISION STOP SIGNS AND OTHER ROAD SIGNAGE.** As part of the initial development, the DECLARANT has constructed aesthetic-looking stop signs and other road signage. NOTICE IS HEREBY GIVEN to every owner of a lot that the Association will be responsible at its expense for replacing all stop signs and other road signage if the Association desires to maintain the same style as is currently in existence. At all times, such stop signs and road signage shall be in compliance with applicable county and state law. If Santa Rosa County, Florida, replaces any stop signs or other road signage, it will replace it with its standard signs, and the signage will not be in the same style as currently exists. If the Association should later decide to replace the standard signs with a more aesthetic style, the Association will be responsible for reimbursing Santa Rosa County, Florida, for the expense incurred by the County in buying and installing the replacement signage.

#### **ARTICLE IV**

##### **USE RESTRICTIONS**

The following restrictions shall be observed and adhered to in substantially all situations. However, the Architectural Review Committee is hereby vested with the authority to grant, in writing, waivers and variances from any of the following restrictions and from the setback requirements set forth on the recorded plat, utilizing the same standards of review as those set forth in ARTICLE III, SECTION 2, where it is clearly demonstrated by the person requesting the waiver that both the granting of such a waiver will not impact adversely on the aesthetic qualities of the proposed improvements, the Lot upon which same is located, and the neighborhood as a whole, and, that same is consistent with the first-class single family residential subdivision contemplated hereby. Neither the Architectural Review Committee, nor any of its members, shall in any way or manner be held liable to any Owner, the Association or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.



**SECTION 1. USE.** All Lots shall be occupied solely for residential purposes, and occupied by no more than one (1) single family residence, and shall not be used for commercial, trade, public amusement, public entertainment, business or any other purpose of any kind or character. In addition, any rentals, which shall be for residential purposes only, shall be for no less than six (6) months.

**SECTION 2. MINIMUM SQUARE FOOTAGE.** No one-story residential structures shall be erected or placed on any Lot with a ground floor living area, exclusive of garages, porches, patios, and terraces, of less than One Thousand Eight Hundred (1,800) square feet, and no residential structure of more than one (1) story, exclusive of garages, porches, patios, and terraces, shall be erected or placed on any Lot having a ground floor area of not less than One Thousand Two Hundred (1,200) square feet, and a total floor area of not less than Two Thousand (2,000) square feet.

**SECTION 3. STRUCTURES.** No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) detached single family dwelling, a private garage or carport, attached or detached from the main dwelling. Any detached garage or carport shall be attractively designed and built in harmony of external design and location in relation to surrounding structures and topography and shall be located to the rear of the dwelling.

**SECTION 4. MAINTENANCE.** All structures, improvements, yards, drives and landscaping must be diligently and properly maintained at all times. Failure to provide such maintenance shall be grounds for a lawsuit for any necessary or appropriate legal or equitable relief by any other Owner in the subdivision, the Association, the DEVELOPER and/or any appropriate governmental authority. This Section is not applicable to Owners until ten (10) days after Owner's residence shall be available for occupancy.

**SECTION 5. PROHIBITED RESIDENCES.** No boat, trailer, camper, house trailer, truck, van, basement, tent, shack, garage, barn, boathouse, or any other such similar structure or vehicle shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

**SECTION 6. IMPROVEMENTS PRIOR TO CONSTRUCTION OF RESIDENCE.** No vehicles, boats, or permanent or temporary structures or improvements, including, but not limited to, fences, walls, storage buildings, garages, carports, driveways, patios, swimming pools, water wells, utility poles, or tennis courts may be placed or erected on any Lot in the subdivision until the slab for the permitted single family dwelling has been completed.

**SECTION 7. VEHICLES.** Campers, motorbikes, boats, trailers, motor homes and the like, stored or for any reason left upon the premises or owned or regularly used by the residents must either be completely garaged or stored in such a location so that same is out of view from the Front Lot Line, except for short-term parking not exceeding a few hours duration. Storage of any such items in any other manner (such as in the road right-of-way or in any portion of the driveway) which is not out of view from the Front Lot Line is expressly prohibited.

**SECTION 8. NUISANCES.** No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the Owners of other Lots.

**SECTION 9. PETS.** No person shall have, keep or maintain on any Lot any fowl, reptiles or animals, domestic or otherwise, except dogs, cats, and other customary household pets, provided that such pets: (1) are not kept, bred, or maintained for commercial purposes; (2) are duly licensed, if applicable; (3) do not constitute a nuisance; and (4) are not permitted to be present

beyond the boundaries of the Owner's Lot without being caged or leashed.

**SECTION 10. DUMPING.** No garbage, rubbish, trash or other unsightly objects shall be stored on any of the Lots, or other Subdivision Property, or upon any property contiguous thereto. An industrial waste container must be used during construction of all houses.

**SECTION 11. COMPLIANCE WITH LAW.** All laws of the United States, the State of Florida, and the County of Santa Rosa, and all rules and regulations of their administrative agencies now and hereafter in effect, pertaining to sewage disposal, water supply, sanitation, zoning, building permits, tree preservation, land use planning, dredging and the like shall be observed by all Owners, unless an appropriate permit or variance to do otherwise is properly granted, and any governmental official having a lawful and administrative duty to inspect any of the Subject Property with respect to any such matters shall have a license to enter upon any of the Subject Property at all reasonable times to make such inspections and recommendations.

**SECTION 12. WIRING.** No above ground electric, telephone, cable television, radio, or any other such wiring or utility services shall be permitted.

**SECTION 13. LOT SETBACKS.** All structures shall be located within the front (street and side), rear, and side setback lines as set forth on the recorded plat for the subdivision. Notwithstanding the foregoing, waivers and variances from the setback requirements may be granted by the Architectural Review Committee in accordance with the standards set forth at the beginning of this ARTICLE.

**SECTION 14. ANTENNAS.** No outside antennas, poles, masts, windmills or towers shall be erected on any lot, except a dish antenna with a maximum diameter of twenty-four (24) inches. No dish antennas shall be visible from the street.

**SECTION 15. CLOTHESLINES.** Outside clotheslines or other items detrimental to the appearance of the subdivision shall not be permitted on any Lot.

**SECTION 16. FENCES.** No chain link fences except those required by applicable governmental regulations shall be allowed in the Subdivision. Any fence constructed shall be in conformity with the architectural design of the residential structure and shall be made of wood, brick, or other decorative material or shall consist of a growing hedge. No fence shall be erected nearer to the Front Lot Line of any Lot than the front line of the residential structure. All fences must be approved by the Architectural Review Committee.

**SECTION 17. ADJACENT LOTS.** An Owner of two (2) or more adjacent Lots may construct a swimming pool, tennis court, or other recreational facility on one (1) of such Lots provided the Owner has first constructed the residence and has first obtained the approval of the Architectural Review Committee. In the event any person shall purchase two (2) or more adjacent Lots or parts of lots and shall desire to construct a single dwelling on said adjoining Lots or parts of lots as one (1) building site, then the restrictions of these covenants shall apply to said lots as if that dwelling had been constructed on a single building lot. Lots between Lots shall be split between adjacent Owners with the same effect, except as prohibited by Subdivision rules and regulations of Santa Rosa County, Florida.

**SECTION 18. TOPOGRAPHY.** Any construction or grading to raise or lower the existing ground level or to otherwise affect the topo-

graphy shall require the approval of the DEVELOPER or Architectural Review Committee.

**SECTION 19. SIGNS.** No sign of any kind shall be displayed to public view on any Lot except the following:

A. One (1) sign of not more than six (6) square feet advertising the property for sale or lease;

B. One (1) sign of not more than six (6) square feet used by a builder during the construction period to advertise his construction marker; and

C. A small name plate and/or street number identification marker, the design, color, location and specifications of which shall first be approved by the DEVELOPER.

**SECTION 20. COMPLETION OF CONSTRUCTION.** No building that is unfinished on the exterior shall be occupied. Any construction commenced upon a Lot shall be pursued diligently and such construction must be completed within nine (9) months after commencement. The Architectural Review Committee may grant an extension after consideration of a written request stating in full the reasons for the requested extension.

**SECTION 21. TREES.** Trees with a diameter in excess of six (6) inches which are not located within the building footprint or driveway of each Lot shall not be cut without the approval of the Architectural Review Committee.

## ARTICLE V

### ASSESSMENTS

**SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION ASSESSMENTS.** Each Owner of each Lot, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (a) an annual assessment, and (b) any special assessments, both of 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 also be a charge and a continuing lien upon the Lot against which such assessment is made from the time such assessment becomes due. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due.

**SECTION 2. PURPOSE OF ASSESSMENTS.** The annual assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, construction, management, care and maintenance of the Common Areas, and to provide for and promote the recreation, health, safety, and welfare of the Owners and their families.

**SECTION 3. ANNUAL ASSESSMENT.** Until January 1, 1999, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per Lot.

A. From and after January 1, 1999, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

B. From and after January 1, 1999, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3rds) of the Owners who are voting in person or by proxy, at a meeting of the members of the Association duly called for this purpose.

C. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum assessment.

**SECTION 4. SPECIAL ASSESSMENTS OR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, real property owned by the Association, or public property adjoining or in the vicinity of the Lots, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

**SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.** Written notice of any meeting of Owners called for the purpose of taking any action authorized under SECTIONS 3 or 4 of this ARTICLE shall be sent by United States mail, postage prepaid, to all affected Owners of record [as of thirty (30) days prior to date of mailing such notice] not less than fifteen (15) days nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of affected Owners or of proxies entitled to cast sixty percent (60%) of all the votes of the affected membership shall constitute a quorum. If the required quorum is not present, the required quorum of a subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**SECTION 6. UNIFORM RATE OF ASSESSMENT.** The annual assessment and special assessments shall be fixed at a uniform rate for all Lots. However, notwithstanding any other provision elsewhere contained in this Declaration, DECLARANT shall not be obligated to pay any annual or special assessments while the DECLARANT is in control of the Association. During this period and pursuant to Florida Statutes 617.308, DECLARANT will be responsible for any operating expenses which exceed the assessments received from other members and other income of the Association.

**SECTION 7. ASSESSMENT PERIODS AND DUE DATES.** The annual assessment shall be assessed on a calendar year basis and is due and payable 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 for each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every affected Owner. 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 assessments. 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: REMEDIES OF THE ASSOCIATION.** Any annual or special assessment not paid within thirty (30) days after the due date shall bear interest from such date at the highest legal rate. The Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Areas or abandonment of his or her Lot.

**SECTION 9. SUBORDINATION OF ASSESSMENT LIEN TO FIRST MORTGAGE.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which is originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot, pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE VI**

**GENERAL PROVISIONS**

**SECTION 1. ENFORCEMENT.** The Association, the DEVELOPER, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, restrictions, liens, and charges imposed by the provision of this Declaration. Failure by the Association, the DEVELOPER, or by 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. If any court proceedings are required for the successful enforcement of any condition, restriction or covenants herein contained (due to its violation or breach) or lien against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the Association, the DEVELOPER, or Owner who initiates such successful judicial proceedings for the enforcement of said condition, restrictions, covenant, or lien.

**SECTION 2. SEVERABILITY.** Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect thereafter.

**SECTION 3. DURATION AND AMENDMENT.** The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on any Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, unless amended by an instrument signed by two-thirds (2/3rds) of the then Lot Owners. After the initial forty (40) year term, this Declaration shall be automatically extended for successive periods of ten (10) years, unless amended by an instrument signed by a majority of the then Lot Owners. Notwithstanding the foregoing, DEVELOPER 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 FHA, VA, FNMA, or the like financing of residential structures within the subdivision. Any amendment of this Declaration must be recorded in the of the public records of Santa Rosa County, Florida.

**SECTION 4. NON-LIABILITY OF ASSOCIATION.** Neither the Association nor the DEVELOPER shall, in any way or manner, be held liable for failure to enforce the conditions, restrictions, and covenants herein contained or to any Owner or any other person or entity for any violation of the restrictions set forth herein by any Owner other than itself. The Association shall defend, indemnify, and hold harmless the DEVELOPER and all Association officers and directors in any action brought for failure to enforce the conditions, restrictions, and covenants herein contained or for any violation of the restrictions by any Owner other than the DEVELOPER.

**SECTION 5. MISCELLANEOUS.** Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek



permanent injunctive relief. In no event shall a violation of these conditions, restrictions, or covenants ever be interpreted to work a reverter or forfeiture of title.

**SECTION 6. ANNEXATION.** Additional residential property or Common Areas may be annexed to the Subdivision with the recorded written consent of two-thirds (2/3rds) of the then Owners.

**ARTICLE VII**

**COMMON AREAS**

**SECTION 1. OWNERS' EASEMENTS OF USE AND ENJOYMENT.** Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

B. The right of the Association to suspend the right of an Owner to use and enjoy any recreational facility situated upon the Common Areas for any period during which any assessment against his Lot remains unpaid or any violation of the provisions of this Declaration remains uncured; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities;

C. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3rds) of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days and no more than sixty (60) days in advance; provided, however, that for a period of one (1) year from date of recording this Declaration, DEVELOPER may, without action of the Association, dedicate or convey any retention pond area, if any, to appropriate governmental entities who shall accept ownership and maintenance of said pond, and grant such subsurface utility easements, licenses or the like across, to or under all or any portion of the Common Areas which DEVELOPER, in its sole discretion, deems appropriate or necessary for the benefit of any or all Owners;

D. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property, but the rights of said mortgage in said properties shall be subordinate to the rights of Owners hereunder; and

E. The right of the Association to reasonably limit the use of the Common Areas by published rules and regulations, including the number of guests and prescribing hours of usage, and the right of the Association to exercise such enforcement powers, including fines, as are authorized by applicable Florida Statutes, and its By-Laws.

**SECTION 2. EASEMENTS.**

A. DECLARANT does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under, and to all Common Areas into each and all law enforcement, fire fighting, and postal or delivery organizations, and to any other persons, organizations or entities who, in the normal course of their operation,

respond to public or private emergencies, or who provide public or private utility services.

B. DECLARANT does hereby reserve a nonexclusive perpetual easement and right of access across, under and to all Common Areas for construction thereon of subdivision improvements, sale of Lots and such other purposes and uses as DEVELOPER deems appropriate or necessary in connection with the sale and development of the Subject Property as a subdivision.

**SECTION 3. TITLE TO COMMON AREAS.** DECLARANT hereby covenants for itself, its successors and assigns, that fee simple title to the Common Areas shown on the Plat shall, as of the time of recording of the plat be, without any further action required other than recordation of this Declaration, considered conveyed to the Association subject to the terms of this Declaration, the easements set forth herein, subsurface utility easements, easements then of record, taxes for the current year, and any prior reserved mineral interests.

**SECTION 4. CONSERVATION RESTRICTIONS.** All easements set forth in this Article VII shall be subject to the terms of the Declaration of Conservation Restrictions recorded in Official Records Book 1662 at Page 291 in the public records of Santa Rosa County, Florida.

**ARTICLE VIII**

**CONSERVATION EASEMENT**

Certain areas of the subdivision are encumbered by a "Declaration of Conservation Restrictions" granted by the DECLARANT to the Association with enforcement rights granted to the U.S. Army Corps of Engineers and other parties. All property in the subdivision encumbered by the Conservation Easement is subject to each of the specifications, rules, and limitations imposed by the Declaration of Conservation Restrictions.

IN WITNESS WHEREOF, the DECLARANT has executed this Declaration on this 18<sup>th</sup> day of February, 1998.

Signed, Sealed and Delivered  
in the Presence of:

1. [Signature]  
MICHAEL A. THOMAS

2. [Signature]  
Charles L. Hoffman Jr

(Names should be typed or printed below signatures)

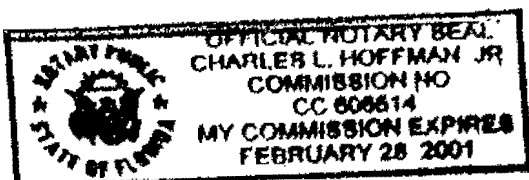
H & H TRITON PROPERTIES, INC.

[Signature]  
JO A. HALL, President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This document was acknowledged before me this 18<sup>th</sup> day of February, 1998, by JO A. HALL, the President of & H TRITON PROPERTIES, INC., on behalf of said Corporation, who is personally known to me or who produced identification.



[Signature]  
TYPED NAME: Charles L. Hoffman Jr  
NOTARY PUBLIC-STATE OF FLORIDA  
MY COMMISSION EXPIRES: 2/28/01