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D.P.
BOOK 1851 PAGE 347

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

THIS DECLARATION made and entered on this 20th day of
December, 1983, by Brookside Townhomes, Inc., a Florida
corporation, hereafter referred to as "Declarant", witnesseth:

WHEREAS, Declarant is the owner of certain property in
Escambia County, Florida, which is more particularly described
as:

Brookside Townhomes, a subdivision according
to the plat thereof recorded in Plat Book
12 at Page 4 of the public
records of Escambia County, Florida.

NOW THEREFORE, Declarant declares that all of the property
described above shall be held, sold, and conveyed subject to the
following restrictions, covenants, and conditions, 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
properties 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 Brookside
Townhomes Homeowners' Association, Inc., a Florida corporation
not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record
owner, whether one or more persons or entities, of a fee simple
title to any Lot which is a part of the Properties, as well as
the contract vendee under a contract for deed, but excluding
those having such interest merely as security for the performance
of an obligation.

Section 3. "Properties" shall mean and refer to that certain
real property described above and such additions thereto as may
hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property
(including the improvements thereto) owned by the Association
for the common use and enjoyment of the owners. The Common Area
to be owned by the Association at the time of the conveyance of
the first lot is the area designated on the plat as roadways,
parking lots, and other areas not designated as a lot on the
above plat.

Section 5. "Lot" shall mean and refer to any plot of land
shown upon any recorded subdivision map of the Properties with
the exception of the Common Area. If portions of lots described
on the plat are used for a building site, then that building site
shall be considered a "Lot".

Section 6. "Declarant" shall mean and refer to Brookside
Townhomes, Inc., a Florida corporation, and the successors and
assigns of Declarant.

Section 7. "Common Expenses" shall include expenditures
made or liabilities incurred by the Association for the benefit
of the Properties as otherwise authorized herein, together with
payments or obligations to reserve accounts.

Section 8. "Stormwater control and environmental protection
system" shall include all roads, drainage ways, catch basins,
drainage pipe, dispersion boxes, detention ponds, and any other
improvements installed to prevent storm water from polluting
Carpenter's Creek.

RIGHTS OF OWNERS

Section 1. Owners' 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, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of any owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) the right of the Association to grant permits, licenses, and easements over the common areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot 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 which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

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 owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as determined by the owners thereof, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, which 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 or exceed the total votes outstanding in the Class B membership, or
- (b) four months after 75% of the units in the project have been conveyed to unit purchasers; or
- (c) three years following conveyance of the first unit, whichever event is earlier.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a 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 land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of that Owner unless assumed expressly by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents, for the improvement and maintenance of the Common Area, and for maintenance and preservation of the stormwater control and environmental protection system. The Association shall have the obligation to maintain the common areas, including the stormwater control and environmental control system, and shall pay all ad valorem real property taxes assessed upon it. The Association shall fund such sums as are necessary to make periodic repairs and improvements to the road. The Association shall mow, trim, and otherwise maintain all lawns in the subdivision unless, after relinquishment of control by the Developer, a vote of two-thirds (2/3) of the membership of the Association determines to discontinue the maintenance of lawns in the subdivision. The Association shall maintain and keep in good repair the gate erected on the emergency access way between the property subject to this Declaration and Hillbrook Condominium.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot of an Owner, the maximum annual assessment shall be One Hundred and Eighty Dollars (\$180.00) per Lot.

(a) From and after January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than \$30.00 above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the sums set forth above by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

(d) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem real property taxes unpaid upon any Common Area, and maintain and preserve the stormwater control and environmental protection system. No limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes and maintain and preserve the stormwater control and environmental protection system.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting

called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. All assessments shall be payable on a monthly basis unless the Board of Directors determines reasonably that because of the small amount of monthly payments, or for other good and valid reason, it would be of convenience to the owners to pay on a quarterly, semi-annual, or annual basis.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following a conveyance of any lot by the developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 Lot have been paid. A properly executed 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. After the first day of the month following the recording of this Declaration, Declarant shall pay 25% of the assessments payable by Class A owners on each lot in the subdivision even if not then developed or occupied. After occupancy of any unit constructed on any lot, Declarant shall pay 100% of the assessment payable by Class A owners. After termination of Class B membership, Declarant shall pay 100% of the assessments payable by the Class A owners.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 15 days after the due date shall bear interest from the due date at the rate of eighteen (18) percent 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 property.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Limitation on Association While Controlled by Declarant. While under control of Declarant the functions of the Association shall be limited to maintenance of the lawns and shrubbery in the front and side yards, the repairing of streets and sidewalks, the payment of any taxes assessed against the Common Area, the procurement of and maintenance of insurance if that should be deemed desirable, and the employment of personnel necessary to carry out those functions of the Association. No other activity shall be commenced while the Association is under the control of Declarant. After Declarant no longer has control of the Association, the Association may elect to provide any other services to promote the health, safety, and welfare of the residents of the subdivision. In addition, the Association may elect to procure other properties, whether adjacent to the subdivision or not, for recreational or other purposes. Provided, however, that no activity of the Association shall be commenced without approval of 75 percent of the

owners in the subdivision (as heretofore stated each lot to have one vote) if the activity shall necessitate more than a nominal expenditure of funds, WITH THE EXCEPTION OF TENNIS COURTS, SWIMMING POOL, and other like improvements to be erected on the Common Area. If those improvements are made and the Association shall have control thereover, then the cost of maintenance of those activities shall be pro-rated against all owners entitled to use the same and collected as a part of the maintenance assessment envisioned by this Declaration without necessity of approval by the Association or its members.

Section 11. Reserve Fund. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas, which fund is to be maintained out of regular assessments for common expenses. Collection of funds for this purpose may be deferred for a reasonable time, but for not longer than the completion of the later phases of the development.

Section 12. Working Capital. Unless Declarant reasonably determines that expenses of the Association shall be less during the initial months of the operation so that no working capital fund is necessary, there shall be collected at closing of the initial sale of each unit a sum equal to at least two month's assessments for each unit, which fund shall be transferred to the Association at closing and shall be kept in an account for the benefit of the Association.

Section 13. Right of Entry. The Association has a reasonable right of entry upon any unit to make emergency repairs and to do other work reasonably necessary to the proper maintenance and operation of the project.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by any architectural committee appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with, but failure to act on the plans will not be grounds for violating any other provision of this instrument.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or 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 wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged 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 and restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed by the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Inadvertent Mislocation of Party Walls. If it should be discovered that the centerline of a party wall by inadvertence has been placed other than on the lot line of the building site of the owner of a building located in the properties, then the encroaching owner shall have an easement for placement of the building up to the centerline of that party wall over the portion of the property of the abutting owner encroached upon by such mislocation.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, as well as all currently existing restrictive covenants affecting the development. Failure by the Association or by any Owner to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Fines



Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Owners of not less than 75 percent of the Lots, except that any amendment affecting responsibility for maintenance and preservation of the stormwater control and environmental protection system shall not be effective until approved also by the City Council of the City of Pensacola.

Section 4. No structure of any kind shall be erected, altered, placed, or permitted to remain on any residential building Lot other than a residence designed to accommodate no more than two families, and such building shall not exceed three (3) stories in height.

Fence



Section 5. No noxious or offensive trade or activity shall be carried on or permitted upon any Lot, nor shall anything be done on any Lot which may become a nuisance or annoyance to Owners in the development.

May be windows?



Section 6. Except for birds, fish, or other caged indoor pets, only dogs and cats shall be allowed as a pet of any owner in the subdivision. No owner shall have more than one dog and one cat. No dog exceeding 25 pounds in weight shall be permitted in the subdivision. No fences shall be built to fence in pets and

no dog shall be allowed by the owner to roam through the subdivision so as to be an annoyance to other property owners. The intention of this restriction is to exclude ownership of all large dogs by owners in the subdivision, and to protect owners in the subdivision from being frightened or annoyed by dogs of other owners.

Section 7. No trailer, camper trailer, motor home, boat, boat trailer, truck larger than 1/2 ton truck, or similar equipment shall be stored or parked permanently in view of other residences in said development.

Windows →

Section 8. No garbage, rubbish, trash or other miscellaneous unsightly objects shall be dumped or allowed to remain on any Lot. No outside clotheslines shall be permitted in the subdivision.

Section 9. A committee of the Board of Directors of the Homeowners' Association is granted the right to waive minor violations of these covenants upon written determination by the committee or board that the violation waived is minor and does not adversely affect the value of the lots in the remainder of the development.

Fines {

Section 10. If any owner or occupant of any Lot in the development shall violate any of these covenants and restrictions while in force and effect, it shall be lawful for Declarant or any person or persons owning any other Lot in this subdivision to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants or restrictions and either to prevent them from doing so or to recover damages for such violations.

Section 11. These covenants and restrictions are to run with the land and shall be binding on all parties until these restrictions are waived in writing by a majority of the then record owners of Lots in the subdivision. Except as otherwise provided herein, in no event shall any restrictions and covenants be so waived prior to January 1, 2003, except by an instrument signed by the Owners of no less than 90 percent of the Lots.

Section 12. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

Section 13. No owner, guest tenant, or other invitee of an owner, shall use the roadway over the Common Area of Hillbrook Condominium except for a bona fide emergency arising because the use of Euclid Street is not feasible for affording access at that time. The Association shall atke all reasonable steps to prohibit use of Hillbrook Condominium property as an access way except for such emergency purposes.

Section 14. Invalidation of any of these covenants or restrictions or portions thereof by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

ARTICLE VIII.

As long as there is a Class B membership, the following actions will require the prior approval of the Veterans Administration: (1) annexation of additional properties, (2) mergers and consolidations, mortgaging of Common Area, (3) dissolution and amendment of these Articles, and (4) dedication of the Common Area.

IN WITNESS WHEREOF, Brookside Townhomes, Inc., a Florida corporation has caused this instrument to be executed by its President and its corporate seal to be affixed hereto this 20th day of December, 1983.

Signed, sealed and delivered in the presence of:

- 1. [Signature]
2. [Signature]

BROOKSIDE TOWNHOMES, INC., a corporation

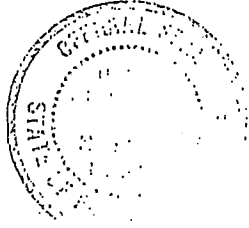
BY [Signature]

STATE OF FLORIDA

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COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of December, 1983, by Thomas C. Jenkins, as President of Brookside Townhomes, Inc., a Florida corporation, on behalf of said corporation.



Thomas C. Jenkins
NOTARY PUBLIC
My Commission Expires: December 21, 1987

JOINDER

The West Florida Bank, as holder of mortgages on the property subject to the foregoing Declaration, does hereby join in the above Declaration of Covenants, Conditions, and Restrictions.

Signed in the presence of:

1. Robert J. Adams
2. Walter A. Adams

THE WEST FLORIDA BANK, a corporation

By R. J. Mertes
its President

(CORPORATE SEAL)

The foregoing joinder was acknowledged before me this 21st day of December, 1983, by R. J. Mertes as President of The West Florida Bank, a corporation, on behalf of that corporation.

Walter A. Adams
NOTARY PUBLIC
My Commission Expires: Sept 2, 1984