

Prepared by:
Stephen B. Shell, of
SHELL, FLEMING, DAVIS & MENGE
Ninth Floor, Seville Tower
Post Office Box 1831
Pensacola, Florida 32591-1831
SFD&M File No.: B2467.00000

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**FIRST AMENDMENT TO
DESIGNATION OF PARCELS AND DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS FIRST AMENDMENT TO DESIGNATION OF PARCELS AND DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration") is made this 24 day
of June, 2008, by **EMERALD COAST ESTATES, INC.**, a Florida corporation ("Declarant")

WITNESSETH:

WHEREAS, Declarant is the Declarant under that certain Designation of Parcels and Declaration
of Covenants, Conditions and Restrictions dated November 27, 2006 and recorded in Official Records
Book 6040 at page 1669 of the public records of Escambia County, Florida (the "Declaration"), which
Declaration pertains to the development of fourteen (14) parcels as described in the Declaration; and

WHEREAS, Declarant has previously conveyed Parcels 11 and 12 (as described in the
Declaration), but retains title to the remaining twelve (12) parcels; and

WHEREAS, Declarant desires to amend the Declaration as set forth herein; and

WHEREAS, Article VII, Section 3 of the Declaration provides that the Declaration may be
amended by an instrument signed by Owners of not less than fifty-one percent (51.0%) of the votes of the
Parcel owners.

NOW, THEREFORE, Declarant, as owner of not less than fifty-one percent (51.0%) of the
votes of the Parcel owners as set forth in the Declaration, hereby amends Sections 1 and 4 of Article VI of
the Declaration to provide as follows:

**ARTICLE VI
GENERAL RESTRICTIONS**

Section 1. The Parcels may be used for residential dwelling units and for no
other purpose, except that individual residential dwelling units may be used as model
homes by the Declarant or a builder approved by Declarant during the development of the
Property. Detached garages, outbuildings, barns and similar buildings shall be allowed
subject to the other restrictions contained herein.

....


Section 4. No swine or poultry of any kind shall be raised, bred or kept on any
Parcel, except that the raising, breeding and keeping of up to fifty (50) poultry shall be
allowed subject to the other restrictions contained herein..

Except as amended hereby, the terms, conditions, provisions and restrictions of the Declaration are ratified and confirmed, and shall remain in full force and effect.


IN WITNESS WHEREOF, this First Amendment to Designation of Parcels and Declaration of Covenants, Conditions and Restrictions has been executed on the date as hereinabove written.

Signed, sealed and delivered in the presence of:

EMERALD COAST ESTATES, INC.

1. 
STEPHEN B. SHELL

By: 
A. Shawn Latham, President

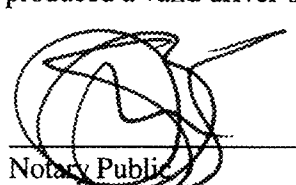
2. 
DENNIS R. TACKETT
(Name of witness should be typed or printed below signature)

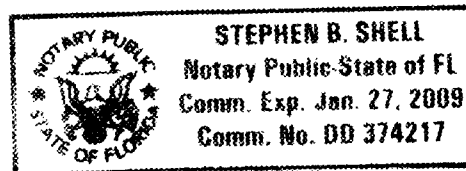
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of June, 2008, by A. Shawn Latham, the President of EMERALD COAST ESTATES, INC., a corporation, on behalf of that corporation. He is (☒) personally known to me or () produced a valid driver's license as identification.


Notary Public
My commission expires: _____



JOINDER OF MORTGAGEE

Branch Banking and Trust Company, as mortgagee on the property encumbered and restricted by the Declaration, does hereby join in this First Amendment to Designation of Parcels and Declaration of Covenants, Conditions and Restrictions.

Signed, sealed and delivered in the presence of:

**BRANCH BANKING AND
TRUST COMPANY**

1. Dolores Sylvain
DOLORES SYLVAIN

By: Eric R. Payton

Vice-President

2. Christopher B. Mumma
Christopher B Mumma

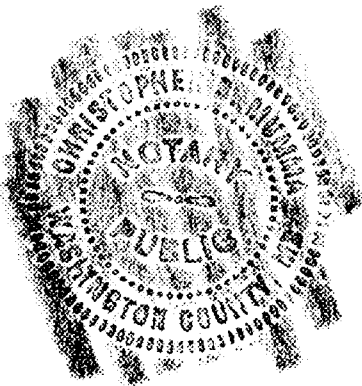
(Name of witness should be typed or printed below signature)

(CORPORATE SEAL)

STATE OF Maryland

COUNTY OF Washington

The foregoing instrument was acknowledged before me this 23rd day of June, 2008, by Eric R Payton, Vice-President of BRANCH BANKING AND TRUST COMPANY, a banking corporation, on behalf of that corporation. He ~~she~~ is (☒) personally known to me or () has produced a valid driver's license as identification.



Christopher B. Mumma
Typed name: Christopher B Mumma
Notary Public
My commission expires: 6/29/2011

Prepared by:
Stephen B. Shell, of
SHELL, FLEMING, DAVIS & MENGE
Ninth Floor, Seville Tower
Post Office Box 1831
Pensacola, Florida 32591-1831
SFD&M File No.: B2467.00000

STATE OF FLORIDA**COUNTY OF ESCAMBIA****DESIGNATION OF PARCELS AND DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS DESIGNATION OF PARCELS AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS** (the "Declaration") is made this 27th day of
November, 2006, by **EMERALD COAST ESTATES, INC.**, a Florida corporation
("Declarant")

WITNESSETH:

WHEREAS, Declarant is the owner of the parcel of property in Escambia County, Florida, consisting of approximately 354 acres, as particularly described in Exhibit "A," attached hereto and by reference made a part hereof; and

WHEREAS, Declarant desires to divide the subject property into fourteen (14) separate parcels of twenty (20) acres or more, pursuant to Section 4.01.03.G of the Escambia County Land Development Code and to designate those separate parcels as Parcels 1 through 14 according to the separate legal descriptions attached hereto as Exhibits "B" through "O," inclusive; and

WHEREAS, Declarant desires to develop the property in a manner which will further the enjoyment of the natural resources of the property and the surrounding area, and desires to encourage a harmonious architecture to provide for and allow for the self-governing of the development by its owners, and to provide a guide for development which will preserve certain values;

WHEREAS, Declarant desires for the preservation of the values in the development and for the maintenance of the private roadway, and other common facilities, and, to this end, desires to subject the subject property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the property and the owners and potential owners thereof.

NOW, THEREFORE, Declarant declares that all of the property described on Exhibit "A" and the separate parcels described on Exhibits "B" through "O," inclusive, 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 **EMERALD COAST ESTATES HOME-OWNERS' ASSOCIATION, INC.**, a Florida corporation not-for-profit, its successors and assigns.

Section 2. "Owner" (also referred to as "Member") shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Parcel which is a part of the Property, 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. "Property" shall mean and refer to that certain real property more particularly described on the attached Exhibit "A" and such additions to the property as may subsequently be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property or easements (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 Parcels is as follows:

A. The private roadway serving the Parcels in the Development, having a right-of-way of sixty-six feet (66'), the legal description of which is attached hereto as Exhibit "P." This private roadway shall be conveyed by Declarant to the Association as set forth herein.

B. Any easements serving the Development or the Parcels.

Section 5. "Parcel" shall mean and refer to each of the separate parcels within the Property, as described and designated in Exhibits "B" through "O," inclusive, which are hereby designated as separate Parcels pursuant to Section 4.01.03.G of the Escambia County Land Development Code.

Section 6. "Declarant" shall mean and refer to EMERALD COAST ESTATES, INC., a Florida corporation, and the successors and assigns of that corporation.

Section 7. "Common Expenses" shall include expenditures made or liabilities incurred by the Association for the benefit of the Property or Parcels as otherwise authorized in this Declaration, together with payments or obligations to reserve accounts, if any.

Section 8. "Development" shall mean and refer to the residential development built or to be built on the Property and the Parcels by Declarant, consisting of a private roadway and fourteen (14) residential Parcels.

ARTICLE II RIGHTS OF OWNERS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Parcel.

Section 2. Title to Common Area. The Declarant may retain the legal title to the Common Area until such time, as in the opinion of the Declarant, the Association is able to maintain that Common Area, but, notwithstanding any provisions herein, the Developer hereby covenants, for itself, its successors and assigns that, subject to the foregoing, it shall convey the Common Area to the Association

not later than the date of which control of the Association is turned over to the Class A Members as provided in Article III, Section 2 hereof, free and clear of all liens and encumbrances, except real property taxes for the year in which the conveyance takes place, any easements granted by the Declarant pursuant to Section 5 of this Article, and subject to this Declaration.

Section 3. Use of Common Area for Utilities, Roadways and Drainage. The Common Area may be used for utilities, roadways and drainage for the Development, as well as for open space, rights of ingress and egress, and other related activities. No structure, planting or other material shall be placed or permitted to remain in the Common Area which might impair or interfere with the drainage or temporary retention of storm water runoff of the Property, the Parcels, the Development or other adjacent property.

A. As provided above, the Association shall have the obligation to maintain the Common Area for utility, roadway and drainage purposes, and each Owner shall be required to make periodic payments of assessments established by the Association in order to meet the financial obligation.

B. In particular, the private roadway serving the Development, as more particularly described on Exhibit "P," shall be and is hereby subjected to a perpetual and reciprocal easement for ingress, egress and utilities in favor of each and every Owner, including Declarant,

C. In the event the Association is dissolved or otherwise ceases to exist, then the Association shall have the right to assign, transfer and deliver over to a governmental authority or to any other like organization the powers reserved in this Declaration to the Association. However, the local government authority and any special assessment district created thereby shall be under no obligation to accept any such assignment or transfer.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created by this Declaration shall be subject to the following:

A. The right of the Declarant and of the Association, in accordance with its Articles and By-Laws, to borrow money and to mortgage the Common Area properties for the purpose of improving the Common Area. In the event of a default upon any such mortgage, the lenders' right hereunder shall be limited to a right, after taking possession of such properties, to charge other fees as a condition to continued enjoyment by the members, and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, at which time the possession of the properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

B. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure.

C. The drainage and temporary retention of storm water runoff uses of the Common Areas referred to in Section 3 of this Article, and elsewhere herein.

D. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, subject to the acceptance of such dedication or transfer by the 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 or determination as to the purposes or as

to the conditions hereof shall be effective unless an instrument signed by the President and Secretary of the Association be recorded, certifying that at a special or regular meeting of members called for such purpose, of which written notice was sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting, a two-thirds (2/3) majority of the combined votes of both classes of Members who voted in person or by proxy was obtained, agreeing to such dedication or transfer.

Section 5. Utility Easements. There is reserved unto the Declarant until the date on which control of the Association is turned over to the Class "A" Members as provided in Article III, Section 2 hereof, the right to grant easements for the installation and maintenance of public utilities on the Common Areas in addition to those already reserved. No such grant shall require the removal or relocation of any improvements existing on the Common Area on the date of the grant.

Section 6. Permits and Licenses. The Association has the right to grant permits, licenses and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the development.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Parcel shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel 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, and shall be entitled to one (1) vote for each Parcel owned. When more than one person holds an interest in any Parcel, all such persons shall be members. The vote for such Parcel shall be exercised as determined by the Owners thereof, but in no event shall more than one vote be cast with respect to any Parcel.

Class B. The Class B member shall be the Declarant, which shall be entitled to three (3) votes for each Parcel owned. The Class B membership shall cease and be converted to Class A membership on the happening of any 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) three (3) years following conveyance of the first Parcel, whichever event is earlier.

The conversion of Class B membership to Class A membership may be referred to below as the "turnover."

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Parcel owned within the Property, hereby covenants, and each Owner of any Parcel 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 provided below. 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, enjoyment and welfare of the residents in the Property and in particular for the improvement and maintenance of Parcels and properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The Association shall establish and maintain an adequate reserve fund to provide for the periodic maintenance, repair and replacement of improvements to the Common Area. The fund shall be maintained out of regular assessments for common expenses.

Section 3. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments shall commence on a date (which shall be the first day of a month) fixed by the Board of Directors of the Association herein called the "Date of Commencement." The first Annual Assessment shall be levied for the balance of the calendar year in which it is imposed. The assessments for any year, after the first year, shall be payable annually on or before the tenth day of January of each year, or in such other manner as shall be approved by the Association.

The amount of the first Annual Assessment shall be an amount which bears the same relationship to the Annual Assessment provided for in Section 4 below as the number of months remaining in the year of the first Annual Assessment (from and including the month of the Date of Commencement) bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the Property now subject to assessment at the time other than the beginning of any assessment period. The due date of any special assessment under Section 5 below shall be fixed in the resolution authorizing such assessment.

Section 4. Basis and Maximum of Annual Assessments. Except as otherwise provided, Annual Assessments for the initial year of operation of the Association shall be \$300.00 per year per Parcel. The annual assessments are subject to proration as provided in Section 3 of this Article, and are subject to increase in subsequent years as provided below. Except as otherwise provided, all assessments shall be payable from the date determined by the Board of Directors as provided in Section 3 of this Article.

Until control of the Association is delivered to the Class "A" Members, as provided in Article III, Section 2 above, the Declarant shall pay the difference in cost between the amounts collected from the Class "A" Members and the actual cost of maintenance. After turnover, the Declarant shall be obligated to pay the same assessments paid by other Class "A" Members but shall not guarantee any deficiencies.

The Annual Assessment may be adjusted by vote of the membership, as provided below, for the next succeeding year and at the end of each such period of one year for each succeeding period of one year; or, at the discretion of the Board of Directors, the Annual Assessment may be increased annually, provided that such increase shall not be in excess of fifteen percent (15.0%) above the assessment for the previous year without the approval of a majority of the membership.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, including the necessary 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, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 4 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 4 above prospectively for any such period, provided that any such change 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, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Provided further that no change in assessments affecting the Declarant shall be made without the prior written consent of the Declarant.

Section 7. Quorum for any Action Authorized under Sections 5 and 6. The quorum required for any action authorized by Section 5 and 6 above shall be as follows: At the first meeting called, as provided in Section 5 and 6 above, the presence at the meeting of Members, or of proxies, entitled to cast sixty-six and two thirds (66 2/3) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 5 and 6, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the Date of Commencement and the amount of the assessment against each Parcel for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of 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 assessment shall be sent to every Owner subject to that assessment. 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 stated in that certificate to have been paid.

Section 9. Effect of Nonpayment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 3 above), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as provided below, become a continuing lien on the

property which shall bind such property in the hand of the then Owner, his heirs, devisees, personal representatives and assigns. Each Parcel Owner (except the Declarant) agrees that it shall be liable for and promptly pay when due to the Association all assessments and special assessments. The Owner agrees and understands that in the event that an Owner fails to make payment when due, the Association shall have the right to record a lien against the Owner's Parcel in the form of a statement signed by the President or Vice-President of the Association in recordable form. The Association shall have the right to enforce the lien in the manner provided under Florida law for foreclosure of mortgage liens. The Owner shall pay interest on the amount owed at the highest rate permitted by law and all court costs and attorneys' fees incurred in collection, as well as all fees incurred in foreclosure of such lien. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment and also subordinate to a deed given to a mortgagee if and only if given in lieu of foreclosure of such recorded mortgage and in full satisfaction thereof; 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 deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which again will be subordinated to the lien of a new first mortgage placed upon the Property or Parcels.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to the public use; and (b) all Common Area as defined in Article I, Section 4 hereof. However, the Common Area may be subject to Escambia County taxes and Municipal Service Taxing District taxes and special assessments.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Any building or structure to be erected, placed, or altered on any Parcel in the Development shall be designed so as to conform to the natural surroundings and most effectively take advantage of the natural beauty of the Development. No mobile homes or manufactured housing shall be allowed on any Parcel.

Section 2. No Parcel in the Development shall be used and occupied except for single family residential purposes. Only one (1) single family dwelling may occupy each Parcel, and the Parcel may not be subdivided.

Section 3. No 1-story residential structure shall be erected or placed on the parcel with a main living floor area of the main structure, exclusive of open porches and garages, of less than 1,800 square feet; and no 1 1/2-story or 2-story structure, exclusive of open porches and garages, shall have a main living floor of the main structure of less than 1,200 square feet and a total floor area of less than 2,200 square feet.

Section 4. Any building shall be located on the parcel in accordance with setback requirements of Escambia County, Florida. An owner of two (2) adjoining parcels may disregard the side line set back requirements as applicable to the line between the two (2) parcels, but in such case only one (1) dwelling unit may be placed on the said two (2) parcels.

ARTICLE VI GENERAL RESTRICTIONS

Section 1. The Parcels may be used for residential dwelling units and for no other purpose, except that individual residential dwelling units may be used as model homes by the Declarant or a builder approved by Declarant during the development of the Property.

Section 2. If one Parcel and all or a portion of an adjacent Parcel within the Development are utilized for one single-family residential purpose, the setbacks required herein shall be measured from the boundary lines of the entire building plot being then and there utilized and devoted to the single-family residence. Two fractional parts of adjacent Parcels may be utilized as a single-family residential building plot, provided that no plot shall contain fewer square feet than the smallest plotted Parcel within the Development.

Section 3. No noxious or offensive activity shall be carried on upon any Parcel, nor shall anything be done on it that may be or may become an annoyance or nuisance to the neighborhood, nor shall any Parcel be used for the purpose of carrying on a trade, profession, business or public amusement, except that an office may be maintained in a home so long as there are not signs visible to the street, no regular customers or client traffic, and no more than two automobiles parked on the premises for business purposes at any time.

Section 4. No swine or poultry of any kind shall be raised, bred or kept on any Parcel.

Section 5. No Parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 6. No sign of any kind shall be displayed to the public view on any Parcel except one sign of reasonable size advertising the property for sale or rent or used by a builder to advertise the property during the construction and sales period.

Section 7. Easements for installation and maintenance of utilities are reserved where necessary for such installation and maintenance.

Section 8. No exploration or drilling for oil, gas or other minerals, and no oil refineries of any kind shall be permitted or allowed on any Parcel in said Development.

Section 9. All federal, laws of the State of Florida, the County of Escambia and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewage disposal, water supply and sanitation are incorporated herein and made a part hereof.

Section 10. In the interest of public health and sanitation and in order that the property described above and all other land in the same locality may be benefited by a decrease in hazards of pollution and for the protection of water supplies, recreation, wildlife and other public uses of storm drainage facilities, no owner or occupant of any Parcel in the Development shall use such Parcel for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system, any refuse, sewage, or other material which might tend to pollute said waters.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement.

(a) Violation of any covenant, restriction or reservation shall give the Declarant, its agents or assigns, or the Association, the right to enter upon the Property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed as a trespass.

(b) If any Owner, tenant or occupant of the Development shall violate any of these covenants, restrictions and reservations while in force and effect, it shall be lawful for the Declarant, its agents or assigns, the Association, or any other person having any ownership interest in any other Parcel in the Development, to prosecute by proceeding at law or in equity against any person violating or attempting to violate such covenants, restrictions and reservations and either to prevent them from doing so or to recover damages for such violation. In the event Declarant, or its agents or assigns, or the Association, or any other Owner shall commence any proceeding to enforce these covenants, restrictions and reservations or be required to defend any such suit regarding such covenants, restrictions and reservations and prevail in any such obligation regarding the enforcement or upholding of such covenants, restrictions and reservations, then in such event the party against whom such action has been brought or defended shall be responsible to pay to the prevailing party a reasonable attorney's fee for the bringing or defending of such action.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not 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 thirty (30) 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 fifty-one percent (51.0%) of the votes of the Parcel owners (in accordance with the voting rights specified in Article III, above).

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Property, with the consent of fifty-one percent (51.0%) of the votes of the Parcel owners (in accordance with the voting rights specified in Article III, above).


Section 5. The Board of Directors of the Association is granted the right to waive minor violations of these covenants, upon determination by the Board of Directors of the Association that the violation waived is minor, and does not adversely affect the value of the Parcels in the remainder of the development.

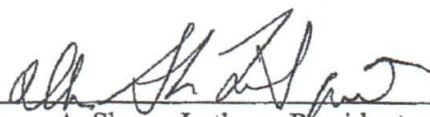
Section 6. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

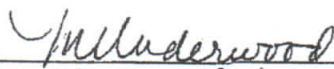
IN WITNESS WHEREOF, this Declaration has been executed on the date as hereinabove written.

Signed, sealed and delivered in the presence of:

EMERALD COAST ESTATES, INC.

1. 
STEPHEN B. SHELL

By: 
A. Shawn Latham, President


2. 
Meredith L. Underwood
(Name of witness should be typed or printed below signature)

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27th day of NOVEMBER, 2006, by A. Shawn Latham, the President of EMERALD COAST ESTATES, INC., a corporation, on behalf of that corporation. He is (☒) personally known to me or () produced a valid driver's license as identification.


Notary Public
My commission expires: _____

