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Escambia County, Florida
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THIS INSTRUMENT WAS PREPARED BY:
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RUSSELL BAYOU AT INNERARITY ISLAND, PHASE 1

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THIS DECLARATION, is made effective as of the 31ST day of MAY, 2001, by Russell Bayou Corporation, a Florida Corporation, for itself, its successors, grantees and assigns, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in Escambia County, Florida, which is more particularly described as follows, to-wit:

> Russell Bayou at Innerarity Island, Phase 1, a subdivision of a portion of Section 15, Township 3 South, Range 32 West, Innerarity Island, Escambia County, Florida, according to plat thereof recorded in Plat Book ___, at Page ___ of the public records of said Escambia County, Florida, herein sometimes referred to as the "Subdivision".

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, 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 Russell Bayou Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Declarant owns additional acreage adjacent to the Subdivision and contemplates developing at least a portion as a sequentially numbered residential subdivision to be known as Russell Bayou at Innerarity Island, Phase 2, with similar covenants, conditions and restrictions applicable to it. Notwithstanding anything herein contained to the contrary, nothing

contained herein is intended to, nor shall it in any way imply, infer or be interpreted that any property owned by the Declarant other than the Subdivision which is the subject matter hereof, is burdened by the terms and conditions of this Declaration.

Section 4. "Lot" shall mean and refer to any numbered lot as illustrated and shown on the plat of Russell Bayou at Innerarity Island, Phase 1, as recorded in the public records of Escambia County, Florida.

Section 5. "Building Site" shall mean any one lot or those fractional parts of adjacent lots or one or more lots and all or a portion of an adjacent lot within the subdivision, which are more particularly described and defined in Section 19 of Article VIII of this Declaration, which is or are utilized for one single family residential purpose.

Section 6. "Home" or "dwelling" shall mean and refer to any building situated upon a Lot or Building Site and which is designed and intended for use and occupancy as a residence by a single family.

Section 7. "Living Unit" shall mean and refer to a Lot or Building Site and the Home constructed thereon.

Section 8. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

Section 9. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association and/ or which the Association members have the right to use and enjoy, if any, and also all rights of easement and license and shall include any and all other property shown on the recorded plat of Russell Bayou at Innerarity Island, Phase 1, but with the exception of and excluding the platted lots and parcels.

Section 10. "Declarant" shall mean initially and refer to Russell Bayou Corporation, a Florida Corporation, and its successors, assigns, and designees. The term "Declarant" shall not include any person, excluding Declarant, who purchases a Lot or Building Site, provided, however, a subsequent owner of a portion of the Properties may be specifically assigned a portion of the rights held by Russell Bayou Corporation as Declarant hereunder, and such assignee shall be deemed a Declarant but limited to only exercise such rights of Declarant as Russell Bayou Corporation specifically assigned with respect to the portion of the Properties identified in the assignment. If, however, such purchaser is specifically assigned all of the rights held by Russell Bayou Corporation as Declarant hereunder, such assignee shall be deemed the Declarant and may exercise all the rights of Declarant hereunder. Any full or partial assignment of Declarant's rights shall be by an express written assignment recorded in the public records of Escambia County, Florida, specifically setting forth the description of the rights assigned and the specific property of assignee to which the assigned rights apply. Any partial assignment may be made on a non-exclusive basis and in the event of a dispute between Russell Bayou Corporation (and its successors or assigns of full Declarant's rights hereunder), and any assignee of a portion of Declarant's rights hereunder, the exercise of rights by Russell Bayou Corporation as Declarant hereunder (and its successors or assigns of full Declarant's rights) shall be controlling.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment, Access, Use and Encroachment. Every Owner shall have a right and easement of enjoyment, access, use and encroachment as herein provided, and each Lot covered by this Declaration is hereby declared to be subject to such easements of enjoyment, access, use and encroachment as herein provided, and such rights shall be appurtenant to and a restriction on and shall pass with the title to every Lot, subject to the provisions set forth in Section 2 below, to-wit:

(a) Storm water runoff from roofs or other structures from one building site to another building site in accordance with the natural flow of the storm water.

(b) Repair and maintenance to any exterior wall, fence, roof, eave, utility line, or the like, or landscaping, on any one building site as may reasonably require temporary entry and access to or from an adjoining building site.

Section 2. Regulation of Owner's Rights Created Pursuant to Section 1. The Owner's Easements of Enjoyment, Access, Use and Encroachment shall be subject to the following restrictions:

(a) the right of the Association to suspend the enjoyment rights of any Owner, up to the maximum extent permitted by applicable law, for any period during which any assessment remains unpaid, or for any infraction of any of the Association's published rules and regulations, as amended from time to time;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by two-thirds of the members.

(c) the right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said property, provided that the rights of such mortgagee in the common area shall be subordinate to the rights of owners hereunder;

(d) the right of the Association to manage and operate the common area in accordance with such rules and regulations as it may determine, including, but not limited to, rules and regulations relating to parking.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants or contract purchasers who may reside in a Living Unit.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot or Building Site within the Properties shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Building Site.

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 or Building Site owned. When more than one person owns an interest in any Lot or Building Site, all such persons shall be members. The vote for such Lot or Building Site shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Living Unit.

Class B. The Class B member(s) shall be the Declarant, and shall be entitled to nine votes for each Lot owned. The Class B membership shall cease and shall be converted to Class A membership upon the transfer of the control of the Association as set forth in Section 3 below.

Section 3. Transfer of Control of the Association. Transfer of control of the Association from Declarant to the Members of the Association other than Declarant shall occur in accordance with applicable Florida law pertaining to and regulating the operation of homeowners associations, in effect as of the date of the execution of this Declaration (currently Section 617.307, Florida Statutes). In the event applicable Florida law does not regulate such transfer of control, the Members other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors upon the earlier of the following: (i) three months after 90% of all Lots which may ultimately be operated by the Association have been conveyed to third parties; or (ii) upon the recording of an instrument in the public records of the County stating that Declarant has relinquished its right to elect a majority of the members of the Board of Directors.

The Declarant is entitled to elect at least one member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least 5% of the Lots in the subdivision. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the subdivision, hereby covenants, and each Owner of any Lot/Building Site, but excluding the Declarant, 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; (2) special assessments; and (3) assessments for the Association's proportionate share of necessary special assessments with respect to repairs or reconstruction of the Gateway, the Causeway, or Innerarity Point Road, as required by the Agreement dated October 25, 2000, between Innerarity Island Development Corporation, Russell Bayou Corporation, and Innerarity Island Association, Inc., which pertains to the foregoing, which proportionate share is initially 21.65%, but which may change from time to time in accordance with the terms of the Agreement. Such assessments are 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 his successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes:

(a) To promote the recreation, health, safety, and welfare of the residents.

(b) For the improvement and maintenance of the Common Area.

(c) For the maintenance, repair and replacement of the streets, roads and drives within the subdivision.

(d) For the operation and maintenance required by that certain Conservation Easement Deed previously granted to the State of Florida Department of Environmental Proection, dated December 1, 1999, and recorded in Official Records Book 4498, at Page 0247 of the public records of Escambia County, Florida, and for the long-term maintenance for all aspects of the storm water management system within the subdivision, including, if any, roadside swells, retention ponds, and the western retention wall.

(e) For the maintenance, repair and replacement of the tennis court and pool that are intended to be constructed within Russell Bayou at Innerarity Island, Phase 2, if constructed, in proportion with the number of lots within Russell Bayou at Innerarity Island, Phase 1, in relation to all of the lots or building sites that will ultimately be under the management of the Association, and that have use rights and easements with respect to the tennis court and pool.

(f) For paying any and all ad valorem real property taxes that may be assessed against any property owned by the Association, if any.

(g) For paying the Association's proportionate share of the annual maintenance and annual reserves with respect to the maintenance, repair and/or reconstruction of the Gateway, the Causeway, and Innerarity Point Road in accordance with the provisions of the Agreement pertaining to the foregoing, dated October 25, 2000, between Innerarity Island Development Corporation, Russell Bayou Corporation, and Innerarity Island Association, Inc. The proportionate share is initially 21.65%, but may change from time to time in accordance with the terms of the Agreement.

The Association shall have the obligation to provide all of the maintenance as hereinabove referenced and for which assessments are to be levied, and to maintain all common areas and common elements, all streets and roads and drives, and such portions of lots and improvements thereto as may be determined by the Association as necessary and desirable for landscaping and/or entranceway use, such as maintaining any signs and lighting at the entranceway, if any. The assessments shall also be used to maintain and operate the street lights within the subdivision, if any; to maintain and care for the common landscaping; for maintaining the entranceway and appurtenant landscaping; and to maintain the landscaping along

the entrance road that extends to Innerarity Island Road, and any entrance sign or wall at the entrance to the subdivision. The maintenance shall include any automatic sprinkler system and associated water bills, if any, and any Gulf Power Company electric meter or meters and associated electric bill which may operate the sprinkler systems and which may operate any lights at the entrance to the subdivision, or any street lighting within the subdivision, if any.

Section 3. Maximum Annual Assessments. Commencing as of March 1, 2002, the maximum annual assessment shall be Eight Hundred and no/100 Dollars ($800.00) per Lot or Building Site per year, (prorated from date of closing of sale).

(a) From and after March 1, 2002, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after March 1, 2002, the maximum annual assessment may be increased above twenty-five percent (25%) of the maximum assessment for the previous year by a vote of sixty percent (60%) 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. Each annual year shall commence on the first day of March of that year and terminate on the last day of February of the following year.

Section 4. Special Assessments. 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 necessary maintenance, construction, reconstruction, repair or replacement that is the responsibility of the Association and that cannot be covered by the regular annual assessments, provided that any such special assessment shall have the assent of 60% 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 and 4 shall be sent to all members not less than 30 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 sixty percent (60%) 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, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. 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 or Building Sites and may be collected on an annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot/Building Site at such time as is fixed by

the Board of Directors, but in no event, no earlier than the date of the conveyance by the Declarant. 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 the annual assessment against each Lot or Building Site at least 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 or Building Site 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 12% 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. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Living Unit.

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 encumbering any Lot, parcel or Living Unit within the subdivision. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Living Unit 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 Living Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Approval. No residential structure, building, fence, wall, mailbox, driveway, pool, landscaping or other structure or improvement of any nature whatsoever shall be commenced, erected, placed, altered or maintained upon any Lot, 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, color, other specifications, and location of the same shall have been submitted to and approved in writing as to the quality of workmanship and material, as to the harmony of exterior design with the requirements of this Declaration and with existing and surrounding structures, and as to the location with respect to topography and finished grade and full compliance with the easements, restrictions, covenants and conditions of this Declaration. Submittal and approval shall be to and by the Architectural Control Committee composed of one (1) or more representatives appointed as herein provided. In the event said committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, or in any event, if no action to enjoin the construction has been commenced prior to completion of the construction specified in the submission, approval will not be required and this Article will be deemed to have been fully complied with. All decisions of the Architectural Control

Committee or Representative 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 exterior design (including roof style, pitch, material and color), chimney, exterior siding (material and color), windows and trim, shutters (color and style), doors, exterior lighting, garage doors, location in relation to surrounding structures and topography, the type, kind and character of building, structure and other improvements, and aesthetic qualities in general. The Architectural Control Committee or Representative may, from time to time, promulgate "Architectural Guidelines", and prospective owners should inquire of same by contacting the Architectural Control Committee or Representative.

Section 2. Architectural Control Committee. The Architectural Control Committee shall be composed of one or more representatives of Declarant and any one (1) member of the committee may act for the committee. Upon the death or resignation of a member of the committee, the remaining member shall have full authority to designate successor members. The members of the Architectural Control Committee shall not be entitled to any compensation for services performed pursuant to this Declaration, provided, however, the Architectural Control Committee or Representative shall have the right to charge a reasonable and necessary fee for review of plans and specifications, and any inspections during construction. Any such fee shall be used by the Architectural Control Committee or Representative for reimbursement for out-of-pocket expenses, including employment of any professional advisors, and for any inspections during construction. At any time after the closing of the sale of one hundred percent of the lots or building sites within the subdivision by Declarant, the Association shall have the authority to appoint a committee or designate a representative to exercise the power, duties and responsibilities hereinabove set forth and shall have the power through a duly recorded written instrument to withdraw from or restore to the Architectural Control Committee or Representative any powers or duties.

Section 3. Granting of Variances. When a building or other structure has been erected or its construction substantially advanced and the building is located on any lot or building site in a manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded plat, or if the committee, in its sole discretion, determines that a variance is desirable in order to best accommodate the location of a planned building on a particular lot, or where a variance is needed in order to save a desirable tree, the committee may release the lot or building site, or parts of it, from any part of the covenants and restrictions, square foot/dwelling size requirements, or setback lines, that are violated. The committee shall not give such a release except for a violation that it determines to be nonmaterial, in its sole discretion, or in order to save a desirable tree. Marshall O. Colley, as the initial architectural control representative, or his successor, is hereby vested with the right to waive violations or proposed violations of these restrictions, by written instrument, upon his determination that the violation or proposed violation is compatible and harmonious with the surrounding development and is not detrimental to the value, utility, or enjoyment of the other lots in the immediate vicinity, and does not constitute any hazard and does not have any adverse affect, and in this regard, his decision shall be considered final and binding. Neither the Board of Directors of the Association, nor the Architectural Control Committee, nor any of the respective members, shall in any way be liable or be held

liable to any Owner, the Association, or any other person or entity resulting from its exercise of the discretionary authorities conferred by this Section.

Section 4. Inspection During Construction and Prior to Occupancy. The Architectural Control Committee or Representative shall have the right to inspect the Owner's property and improvements during construction and prior to occupancy to insure construction in accordance with the construction plans submitted and approved. Failure of an Owner to comply with the provisions of this Article or failure of an Owner to carry out construction in accordance with the provisions of this Article shall subject such Owner to the sanctions as herein provided.

ARTICLE VI

DUTY TO CLEAR A LOT IF OWNER ELECTS NOT TO REBUILD AFTER DESTRUCTION

In the event of damage to or destruction of any Home on the Properties by fire, windstorm, water, or other cause whatsoever, and the Owner elects not to rebuild the Home, then the Owner shall be required to clear the Lot or Building Site within a reasonable time after the damage or destruction to the Home. The Owner shall be required to maintain the Lot or Building Site in a clean and presentable manner, free from all trash and rubble, and to maintain the Lot or Building Site so that it is in harmony with the surrounding property. Subject to priority in favor of any mortgagee under a mortgagee clause, all insurance proceeds for loss or damage to any Home or any other improvement upon any Lot or Building Site shall, in the event that the Owner elects not to rebuild or repair, be held for the benefit of the Association to assure the levelling of the damaged or destroyed Home and the clearing of the Lot or Building Site. The Association created hereunder shall have a lien on all such insurance proceeds, regardless of whether it is named as having such in the insurance policy, subordinate only to the claim of any mortgagee under a mortgage clause, to enforce the intent of the foregoing provision.

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. Failure by the Association 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.

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

Section 3. Term and Amendments. 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 automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot or Building Site Owners, and thereafter by an instrument signed by not less than two-thirds (2/3) of the Lot or Building Site Owners, provided, however, that Article V can only be amended by one hundred percent of the Lot or Building Site Owners as long as the Declarant owns any Lot, Building Site or dwelling within the

subdivision. Any amendment must be recorded.

ARTICLE VIII

RESTRICTIONS AS TO USE,
OCCUPANCY AND APPEARANCE

Section 1. General. All of the Lots/Building Sites shall be used and occupied as single family residences and no structures shall be erected, altered, placed or permitted to remain other than one single family dwelling having either an attached or detached two or three car garage, and such dwelling shall not exceed three stories in height. The first living floor level shall be at least at the minimum construction level required under federal regulations and local ordinances for flood insurance purposes. No building, fence or other structure, except as placed on each Lot/Building Site by the Declarant, shall be erected or placed on any such Lot, except in accordance with the provisions of this Declaration. No alteration to the exterior (appearance) of any Home, Lot, building, fence, or other structure shall be made without the written permission of the Association or the Architectural Control Committee or Representative. Each Owner shall be responsible for his/her own exterior maintenance, landscaping, and maintenance of the landscaping, and such must be done so that it does not interfere with the adjoining Lot Owners, and must be consistent with these Restrictions, and harmonious with the surrounding improvements.

Section 2. Building Setback Requirements. The front, rear and side setback requirements shall be as set forth on the face of the recorded plat of Russell Bayou at Innerarity Island, Phase 1, as recorded in the public records of Escambia County, Florida, provided, however, that the Architectural Control Committee may, if it determines that a variance will not diminish the value of other property in the subdivision, waive or reduce the setback requirements for any particular Lot or Building Site. Eaves or other overhangs and chimneys shall not be considered a part of a building for the purpose of setback compliance.

Section 3. Dwelling Size. Exclusive of storage rooms, porches and garages, no dwelling shall be erected on any of the following Lots having a heated and cooled living area less than the following minimums:

(a) For Lots 1 through 12, inclusive, Block A, the minimum is 2200 square feet.

(b) For Lots 13 through 20, inclusive, Block A, the minimum is 2200 square feet.

(c) For Lots 21 through 31, inclusive, Block A, the minimum is 2200 square feet.

(d) For Lots 1 through 8, inclusive, Block B, the minimum is 1800 square feet.

(e) For Lots 9 and 10, Block B, the minimum is 2200 square feet.

(f) For Lots 1 through 8, inclusive, Block C, the minimum is 2200 square feet.

No dwelling with more than one story of living area shall have a first floor living area of less than 1800 square feet. However, the minimum square footage required in this paragraph may be increased at Declarant's option by means of deed restrictions,

which restrictions shall not affect any other lot or building site within the subdivision. For purposes of determining heated and cooled living area, porches (other than glass-enclosed porches), garages, and storage areas shall not be included.

Section 4. Fences. All fences to be constructed on any lot or building site must be approved by the Architectural Control Committee prior to construction. No fence or wall shall be constructed and no hedge shall be planted nearer the front lot line of any building site than the back of the residential dwelling. This restriction does not apply to any growing fence, hedge or architectural wall which does not exceed three feet in height. Any fence or fences so erected must be constructed of wood, brick, or wrought iron, and shall be no higher than six and one-half feet. Metal chain link or similar type utility fences are prohibited. There is excepted from this restriction any fences that are required by either FHA or VA to be constructed and maintained around easement areas.

Section 5. Temporary Structure. No structure of a temporary nature (trailer, shack, tent or other building) shall be moved to, placed upon or used on any Lot at any time, either temporarily or permanently, excepting, however, that during periods of construction, contractors shall be permitted a single storage shed on each separate construction site.

Section 6. Building Condition, General Appearance, Nuisance, and Health Regulations. All premises shall be maintained in good repair, shall be clean and sanitary at all times, and no nuisance and no violation of the rules and regulations of the State Board of Health or any governmental agency shall be permitted.

Section 7. Noxious and Offensive Trade. No noxious or offensive trade or activity shall be carried out upon the Properties nor shall anything be done thereon which may or may become an annoyance to the other Owners. Floodlights, bells, telephones, music, number or noise level of pets, air pollutants, etc. shall not be such as to constitute a nuisance to or impair the enjoyment of neighboring lots or building sites.

Section 8. Signs. No professional, commercial or other signs of any nature shall be erected or maintained on any Lot or Home by any Owner except with the written permission and direction of the Association, or except as may be required by legal proceedings, it being understood that the Association will not grant permission unless reasonably necessary to avert serious hardship to an Owner. However, an Owner may place a professionally made "For Rent" or "For Sale" sign no larger than three square feet in size on the Lot. This restriction is not applicable to the Declarant during any such period of time that Declarant owns any Lot and is offering any said Lot, Home or Living Unit for sale.

Section 9. Clothes Lines and Trash Receptacles. No outside clothes line or other items detrimental to the appearance of the Properties shall be permitted on any Lot. All personal garbage and trash receptacles furnished by the Escambia County Utilities Authority must be hidden from view, except on garbage pickup days.

Section 10. Animals. No livestock, animals, chickens or fowl of any kind shall be permitted except for dogs, cats, and birds owned as personal pets. Dogs, cats and birds shall not be kept in such number as to be an annoyance to other Owners of Lots. In addition, no dogs, cats or birds shall be permitted on the Properties except inside a Home or fenced-in area, without being on a leash and under the immediate control of a responsible indivi-

dual. All such pets must be walked in appropriate areas, and owners of such pets must clean up after their pets. If any such pet owner fails to properly clean up after his pet, then the Association shall perform such service and shall bill the pet owner accordingly. The Association shall have the right to adopt and enforce such additional pet regulations as are reasonably necessary to insure that such pets are not and do not become a nuisance.

Section 11. No Lot shall at any time be used for the purpose of any trade, business, manufacture or public amusement.

Section 12. Nuisances. No nuisances shall be allowed upon the Properties, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Properties by its residents. All parts of the Properties shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit clothes, towels, or other items of personal property to be hung, draped or otherwise displayed on the patio for the purpose of drying or for any other purpose in a manner which would allow said clothing, towel or other personal property to be viewed by any other person occupying or using the Properties. No Owner shall erect, maintain or use a clothes line. No Owner shall permit any noise to originate from his Home that would be an annoyance or nuisance to occupants of adjoining Lots, including, but not limited to, radios, record players, stereos, televisions, electronic equipment, musical instruments or equipment, singing, barking of dogs, and meowing of cats.

Section 13. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Properties shall be the same as the responsibility for the maintenance and repair of the property concerned.

Section 14. Leasing. Entire Living Units may be rented provided that the Living Unit is used only as a residence; that the lease or rental period is for not less than thirty consecutive days; that the Living Unit is occupied by only one family having no more members than the Living Unit is designed to accommodate; and provided that such use by the tenant or tenants does not create a nuisance. An Owner may lease or rent his own Living Unit himself to any lessee provided that he furnishes the Association with the names of all the tenants. All lessees are subject to the provisions of the Declaration and the By-Laws and failure to comply with said provisions shall be a default under any lease of any Living Unit whether so stated in said lease. All of the foregoing may be enforced by the Association.

Section 15. Garages Required/Parking. Every residential dwelling constructed on a lot or building site in the subdivision shall contain or be accompanied by either an attached or detached garage adequate for the parking and/or storing of automobiles, boats, trailers, campers, motorcycles, motorbikes, and all other like vehicles and equipment. No trailer, mobile home, camper, motorbike, motorcycle, motor scooter, boat, boat trailer, housetrailer, truck, tractor or commercial vehicle of any kind, or any other vehicle, machine, equipment or apparatus other than operating passenger automobiles and operating passenger vans shall be parked or stored in any driveway or on any lot or building site in the subdivision so as to be visible from the street or to the other residents in the subdivision. All such vehicles, machines,

equipment and apparatus shall be parked or stored in a garage or on the rear of the lot or building site and screened by a six foot wooden fence so as not to be visible from the street or adjacent subdivision lots or building sites. No such vehicles, machines, equipment or apparatus shall be parked or stored in the street right-of-way abutting any lot or building site except when such are in actual use.

Section 16. No Television Antennas/Restriction on Satellite Dishes. No television antenna of any kind shall be permitted to be erected or to be located or to remain on any lot or building site at any time. No television satellite dish shall be erected, located or permitted to remain on any lot or building site within the subdivision unless written permission is granted by the Architectural Control Committee or Representative. If written approval is given, the satellite dish must be located in the rear yard behind the residence; it must be no closer to the side lot line than the side of the dwelling; and be no closer to the front lot line than the rear of the dwelling.

Section 17. Maintenance of Living Units and Landscaping. Each Owner shall maintain the appearance of his or her lot or building site and home in high quality condition, and will provide and maintain landscaping on the lot or building site and on all easements and utility boxes located thereon. Grass, flowers and shrubbery must be kept in an orderly fashion. No bamboo hedges, plant material or hedges (excluding trees), exceeding three feet in height shall be allowed within the required front setback area. A default by any owner with respect to proper maintenance shall entitle the Association, at its option, to undertake such maintenance or repair, and the Association shall be entitled to assess the owner for all costs incurred by the Association in causing such maintenance or repair. All assessments under this provision shall be enforced by filing a lien or liens in the same manner as for an assessment lien authorized by Article IV.

Section 18. Sewage and Drainage Control. The use of privies, septic tanks and cesspools for the disposal of sewage is prohibited. The use of outdoor toilets is prohibited. No activities shall be permitted that discharge pollutants into the surface drainage system.

Section 19. Adjoining Lots. If one or more lots, or one lot and all or a portion of an adjacent lot, or two or more fractional parts of adjoining lots, within the subdivision, are utilized for one single family residential purposes, the setback requirements herein shall be measured from the boundary line of the entire building site or plot being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent lots may be utilized as a single family residential building site or plot, provided that no such building site or plot shall contain fewer square feet than the smallest plotted lot within the subdivision nor have a width, at the building setback line, of less than the width, at the building setback line, of the smallest plotted lot within the subdivision.

Section 20. Reservation of Easement. An easement is reserved over and across each lot in the subdivision (except those portions on which a residential dwelling is actually constructed) for the purpose of installing, repairing and maintaining or conveying to proper parties for the installation, repair or maintenance of electric power for the lots or building sites in the subdivision, and easements shown or reserved on the recorded plat of the subdivision, if any, are hereby adopted as part of these restrictions.

Section 21. Sodding of Yard. With respect to each lot or building site on which a residential dwelling is constructed, it is required that at the time of initial construction, that the front and side yards be sodded and that the sodding be properly and perpetually maintained. With respect to each corner lot or building site on which a residential dwelling is constructed, it is required that at the time of initial construction, that in addition to the other required sodding, it is required that the side yard be completely sodded and that the sodding be properly and perpetually maintained. The sodding and maintenance requirements shall extend all the way to the road right-of-way pavement.

Section 22. Underground Utilities. All electrical power lines, telephone lines, and cable television lines shall be underground. Provided, however, that until such time as underground cable television is installed for the subdivision, temporary overhead cable television lines extending from Innerarity Island Road will be permissable, but must be removed as soon as the underground cable is available in the subdivision.

Section 23. Regulations. Reasonable regulations concerning the use of the Properties may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Owners and residents on the Properties upon request.

Section 24. Detached Garages. In the event that a detached garage is constructed on any lot or building site, it shall be of a type of construction which shall be architecturally consistent with the main residence to be constructed. Any detached garage must be constructed and located on a lot or building site within the same building setback lines as provided for a residential dwelling, unless a written waiver and approval for an alternative location is granted by the Architectural Control Committee.

Section 25. Mailboxes. All mailboxes placed, erected or constructed on any lot or building site in the subdivision shall be set in brick or framed in wood and shall be similar in design and style to the residential dwelling situated on said lot or building site.

Section 26. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the developer to contour each building lot or site to provide a continuous drainage pattern from lot to lot within the subdivision. These drainage patterns shall not be altered.

Section 27. At the time of the construction of any residential dwelling on any lot or building site, each owner and/or builder must maintain an industrial waste container on said lot or building site for use in the disposing of building debris and trash. Each such lot or building site shall be maintained as free of building waste and rubble as is reasonably possible.

Section 28. Waiver. Should any of these covenants impose a particularly unfair, unjust or substantial hardship upon any Owners, they may petition the Association in writing to seek a modification or waiver of the covenant requirements. At any time seventy-five percent (75%) of the Owners of the Lots under the jurisdiction of the Association may by written instrument duly recorded in the public records of Escambia County, Florida,modify or waive the requirements contained in these restrictions in this Article VIII. These covenants and restrictions are to run with the land and shall be a part of all deeds and contracts of conveyance

for any and all Lots and shall be binding on all parties and persons claiming under them.

Section 29. Proviso. Provided, however, that until Declarant has completed all of the contemplated improvements and closed the sale of all of the Lots and/or Living Units, neither the Owners nor the Association nor the use of the Properties shall interfere with the completion of the contemplated improvements and the sale of the Lots and/or Living Units by Declarant. Declarant may make such use of the unsold Lots and common areas as may facilitate such completion and sale of Lots and/or Living Units, including but not limited to maintenance of a sales office, the showing of the Properties and the display of signs. The sales office, the furniture and furnishings in all model units, signs and all items pertaining to sales shall not be common elements and shall remain the property of the Declarant. The Declarant shall have the absolute right to rent or lease unsold Living Units as long as any such rental or lease is for a minimum term of thirty days.

Section 30. Each Owner of a Living Unit shall be responsible for keeping his garage door shut at all times, except for those periods of time when the Owner is actually entering or exiting the garage.

Section 31. Controlled Entry. The Declarant, at its sole option and discretion, may provide an entry gate or other controlled entry. The Declarant will determine whether the controlled entry is accessed by a card, key, telephone system, or otherwise, so that owners of Lots and Building Sites, and their families, guests, invitees, licensees, and delivery personnel may have access to the subdivision.

ARTICLE IX

ENVIRONMENTAL AND CONSERVATION RESTRICTIONS AND EASEMENTS

Section 1. The rear 30 feet of each Lot in the Subdivision, except for Lots 1 through 8, inclusive, of Block B, is designated as a greenway or greenbelt area and must be left in its natural state and be undisturbed, and with no manmade alterations or clearing to be allowed.

Section 2. All vegetated natural buffers shall remain undisturbed in perpetuity, and the existing storm water retaining wall must remain and be maintained in its existing condition.

Section 3. No Lot shall be increased in size by filling in of any wetlands, body of water, creek or any waterway located thereon or on which it may abut. Additionally, during and following construction of any residence or other improvement with any proximity at all to any wetland, the following shall be observed: (a) Any wetland areas or water bodies which might be affected by reason of such construction shall be protected from any erosion, sedimentation, siltation, scouring, excess turbidity and dewatering; (b) all disturbed upland areas shall be stabilized during and after construction so as to prevent any erosion, sedimentation, siltation, or scouring; and (c) there shall be no storage or stockpiling of tools, materials, etc. within wetlands or along water bodies, and any cleared vegetation, excess materials, trash, garbage, and any type of debris shall be kept from (or, if inadvertently located in the same, promptly removed) wetlands and water bodies at all times.

In addition to the setback requirements as outlined in Section 2 of Article VIII of these Covenants and Restrictions,

Section 2 of Article VIII of these Covenants and Restrictions, there will be no activity within the jurisdictional wetlands on any lot, if any. All jurisdictional wetlands upon each lot, if any, are indicated by the retaining wall which runs along said jurisdictional line. These areas are restricted so that they must remain in a perpetual natural state with no man made alterations or clearing to be allowed, except for such alterations and/or clearing as may be required in permits issued by appropriate State and Federal permitting authorities. Under no conditions will there be any construction of porches, decks, gazebos or extensions of pilings into any wetland jurisdictional area, without a permit from the appropriate governing governmental agency.

ARTICLE X

FHA/VA APPROVAL

As long as there is a Class B membership, and there is FHA or VA financing within the subdivision, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of any of the Common Area, if any, and amendment of this Declaration of Covenants, Conditions and Restrictions except for such amendments as are entered into or consented to by the Owners of all Lots affected by the amendment.

IN WITNESS WHEREOF, this Declaration has been executed effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Sign: _____
Print: RUSSELL T. WEAVER

Sign: _____
Print: JEFF MOORE

RUSSELL BAYOU CORPORATION,
a Florida Corporation

By: _____
Marshall O. Colley
Its President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

31ST The foregoing instrument was acknowledged before me this _____ day of MAY, 2001, by Marshall O. Colley, President of Russell Bayou Corporation, a Florida Corporation, on behalf of the corporation. He is personally known to me or produced a Florida drivers license as identification, and did not take an oath.

_____
Notary Public, State of Florida at Large
Print Name: JEFF MOORE
My Commission Expires: 7/27/2003

JEFF MOORE
My Comm Exp. 7/27/2003
No. CC 858474
[X] Personally Known [ ] Other I.D

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EXHIBIT "A"
DESCRIPTION FOR RUSSELL BAYOU AT INNERARITY ISLAND PHASE 1
PAGE 1 OF 3

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA ENGINEERING AND SURVEYING INC.;
COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, BLOCK "A", NORTH SHORE, A SUBDIVISION OF A PORTION OF THE WEST HALF OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, BEING A PORTION OF THE JUAN INNERARITY GRANT AS RECORDED IN PLAT BOOK 9 AT PAGE 88 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE GO SOUTH 28 DEGREES 44 MINUTES 30 SECONDS EAST A DISTANCE OF 60.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF INNERARITY ROAD (60'R/W); THENCE GO NORTH 61 DEGREES 15 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 263.75 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1011.84 FEET (DELTA = 01 DEGREES 08 MINUTES 21 SECONDS, CHORD DISTANCE = 20.11 FEET, CHORD BEARING = NORTH 61 DEGREES 49 MINUTES 41 SECONDS EAST) FOR AN ARC DISTANCE OF 20.12 FEET TO THE NORTHEAST CORNER OF LOT 6 BLOCK "D" THE COVE, A SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, BEING A PORTION OF THE JUAN INNERARITY GRANT AS RECORDED IN PLAT BOOK 9 AT PAGE 97 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE HAVING A RADIUS OF 1011.84 FEET (DELTA = 51 DEGREES 06 MINUTES 11 SECONDS, CHORD DISTANCE = 872.86 FEET, CHORD BEARING = NORTH 87 DEGREES 56 MINUTES 55 SECONDS EAST) FOR AN ARC DISTANCE OF 902.47 FEET TO THE POINT OF TANGENCY; THENCE GO SOUTH 66 DEGREES 30 MINUTES 00 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 934.99 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF INNERARITY POINT ROAD (60' R/W) GO SOUTH 20 DEGREES 01 MINUTES 41 SECONDS WEST A DISTANCE OF 110.20 FEET; THENCE GO NORTH 66 DEGREES 30 MINUTES 00 SECONDS WEST A DISTANCE OF 603.84 FEET; THENCE GO SOUTH 17 DEGREES 11 MINUTES 38 SECONDS WEST A DISTANCE OF 209.92 FEET; THENCE GO SOUTH 59 DEGREES 45 MINUTES 59 SECONDS WEST A DISTANCE OF 79.69 FEET; THENCE GO SOUTH 16 DEGREES 00 MINUTES 52 SECONDS WEST A DISTANCE OF 30.21 FEET; THENCE GO SOUTH 55 DEGREES 01 MINUTES 49 SECONDS WEST A DISTANCE OF 38.79 FEET TO THE MEAN HIGH WATER LINE OF KEES BAYOU HAVING AN ESTABLISHED ELEVATION OF 0.98 FEET (NGVD 29); THENCE GO ALONG THE MEAN HIGH WATER LINE OF KEES BAYOU FOR THE NEXT 9 CALLS; THENCE GO SOUTH 54 DEGREES 19 MINUTES 19 SECONDS EAST A DISTANCE OF 5.58 FEET; THENCE GO SOUTH 39 DEGREES 28 MINUTES 58 SECONDS EAST A DISTANCE OF 37.49 FEET; THENCE GO SOUTH 08 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF

100.86 FEET; THENCE GO SOUTH 46 DEGREES 45 MINUTES 20 SECONDS EAST A DISTANCE OF 116.11 FEET; THENCE GO SOUTH 44 DEGREES 20 MINUTES 27 SECONDS EAST A DISTANCE OF 82.58 FEET; THENCE GO SOUTH 27 DEGREES 55 MINUTES 32 SECONDS EAST A DISTANCE OF 98.92 FEET; THENCE SOUTH 03 DEGREES 48 MINUTES 26 SECONDS EAST A DISTANCE OF 13.06 FEET; THENCE GO SOUTH 22 DEGREES 06 MINUTES 14 SECONDS WEST A DISTANCE OF 81.74 FEET; THENCE GO SOUTH 07 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 125.87 FEET; THENCE GO SOUTH 61 DEGREES 52 MINUTES 43 SECONDS WEST A DISTANCE OF 86.22 FEET; THENCE GO NORTH 71 DEGREES 40 MINUTES 19 SECONDS WEST A DISTANCE OF 142.52 FEET TO A POINT ON A CURVE BEING CONCAVE WESTERLY; THENCE GO SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 290.00 FEET, (DELTA= 03 DEGREES 17 MINUTES 37 SECONDS, CHORD DISTANCE = 16.67 FEET, CHORD BEARING = SOUTH 16 DEGREES 03 MINUTES 15 SECONDS WEST) FOR AN ARC DISTANCE OF 16.67 FEET; THENCE GO NORTH 72 DEGREES 17 MINUTES 56 SECONDS WEST A DISTANCE OF 50.00 FEET; THENCE GO SOUTH 17 DEGREES 42 MINUTES 04 SECONDS WEST A DISTANCE OF 16.80 FEET; THENCE GO NORTH 86 DEGREES 40 MINUTES 46 SECONDS WEST A DISTANCE OF 140.16 FEET; THENCE GO NORTH 80 DEGREES 46 MINUTES 45 SECONDS WEST A DISTANCE OF 384.80 FEET; THENCE GO NORTH 44 DEGREES 14 MINUTES 28 SECONDS WEST A DISTANCE OF 115.19 FEET; THENCE GO SOUTH 58 DEGREES 09 MINUTES 12 SECONDS WEST A DISTANCE OF 98.76 FEET; THENCE GO SOUTH 73 DEGREES 04 MINUTES 17 SECONDS WEST A DISTANCE OF 137.10 FEET; THENCE GO NORTH 38 DEGREES 37 MINUTES 20 SECONDS EAST A DISTANCE OF 96.12 FEET; THENCE GO NORTH 48 DEGREES 03 MINUTES 52 SECONDS EAST A DISTANCE OF 64.78 FEET; THENCE GO NORTH 41 DEGREES 01 MINUTES 34 SECONDS EAST A DISTANCE OF 62.37 FEET; THENCE GO NORTH 38 DEGREES 56 MINUTES 12 SECONDS EAST A DISTANCE OF 23.38 FEET; THENCE GO SOUTH 79 DEGREES 26 MINUTES 51 SECONDS WEST A DISTANCE OF 32.25 FEET; THENCE GO SOUTH 41 DEGREES 30 MINUTES 04 SECONDS WEST A DISTANCE OF 53.55 FEET; THENCE GO SOUTH 47 DEGREES 33 MINUTES 19 SECONDS WEST A DISTANCE OF 73.05 FEET; THENCE GO SOUTH 38 DEGREES 42 MINUTES 39 SECONDS WEST A DISTANCE OF 100.39 FEET; THENCE GO NORTH 63 DEGREES 31 MINUTES 09 SECONDS WEST A DISTANCE OF 27.96 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK "E" OF THE AFORESAID SUBDIVISION, THE COVE, AS RECORDED IN PLAT BOOK 9, PAGE 97); THENCE GO ALONG THE EASTERLY LINE OF THE COVE (PLAT BOOK 9, PAGE 97) FOR THE NEXT 10 CALLS; THENCE GO NORTH 12 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 100.00 FEET; THENCE GO NORTH 39 DEGREES 48 MINUTES 10 SECONDS EAST A DISTANCE OF 100.00 FEET; THENCE GO NORTH 39 DEGREES 36 MINUTES 22 SECONDS EAST A DISTANCE OF 105.78 FEET; THENCE GO NORTH 30 DEGREES 21 MINUTES 47 SECONDS EAST A DISTANCE OF 122.50 FEET; THENCE GO NORTH 15 DEGREES 54 MINUTES 20 SECONDS EAST A DISTANCE OF 122.52 FEET; THENCE GO NORTH 00 DEGREES 11 MINUTES 20 SECONDS EAST A DISTANCE OF 120.26 FEET; THENCE GO NORTH 20

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Escambia County, Florida
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DEGREES 54 MINUTES 50 SECONDS WEST A DISTANCE OF 118.50 FEET; THENCE GO NORTH 49 DEGREES 10 MINUTES 54 SECONDS WEST A DISTANCE OF 176.20 FEET; THENCE GO NORTH 30 DEGREES 27 MINUTES 30 SECONDS WEST A DISTANCE OF 57.46 FEET; THENCE GO NORTH 28 DEGREES 44 MINUTES 30 SECONDS WEST A DISTANCE OF 139.85 FEET TO THE **POINT OF BEGINNING**. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 25.60 ACRES.

RCD Jun 07, 2001 04:18 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-850579