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THIS SPACE FOR RECORDER'S USE

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LEEWARD SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("this Declaration") is made this 12 day of February, 2015 by **SIMPATICO AT LEEWARD ESTATES PHASE 1, LLC**, a Florida limited liability company ("Declarant" or "Developer").

WITNESSETH:

WHEREAS, on October 26, 2005, Declarant, as the master developer of that certain project known as Leeward Subdivision, filed that certain Declaration of Covenants, Conditions and Restrictions for Leeward Subdivision ("Original Declaration") in Official Records Book ("ORB") 5762, Page 509, *et seq.*, of the Public Records of Escambia County, Florida ("Public Records"); and

WHEREAS, the Original Declaration was supplemented and amended by the following supplemental declarations (herein so called) recorded in the Public Records:

| <u>Number of Supplemental Declaration</u> | <u>Date of Supplemental Declaration</u> | <u>ORB</u> | <u>Page</u> |
|--|--|-------------------|--------------------|
| First | February 24, 2006 | 5846 | 1782 |
| Second | November 21, 2006 | 6034 | 822 |
| Third | February 11, 2011 | 6688 | 1296 |
| Fourth | September 6, 2013 | 7071 | 1219 |
| Fifth | March 6, 2014 | 7142 | 1549 |

WHEREAS, the Original Declaration, as amended by the above-referenced supplemental declarations, is referred to herein as the "Existing Declaration". Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Existing Declaration; and

WHEREAS, the real property subject to the Existing Declaration is Leeward Subdivision Phase 1 recorded in Plat Book 18 at Page 22-22A of the Public Records and Leeward Subdivision Phase 2A & 2B recorded in Plat Book 18 at Page 27-27A of the Public Records, copies of which are attached hereto as Exhibit "A"; and

WHEREAS, the Existing Declaration provides for the overall development, administration, maintenance and preservation of the real property subject thereto, the operation and maintenance of various common areas and community improvements, and the administration and enforcement of the Existing Declaration and the other governing documents referred to therein; and

WHEREAS, Declarant desires to further amend the Existing Declaration in various respects and to restate it in its entirety as so amended; and

WHEREAS, pursuant to Section 2 of Article VIII of the Existing Declaration, so long as Declarant owns at least one Lot within Leeward Subdivision, Declarant may, in its sole discretion and without any notice to or vote by other Owners, change, modify, or amend any provision of the Existing Declaration in whole or in part by executing a written instrument making such changes and having same duly recorded in the Public Records; and

WHEREAS, Declarant currently owns at least one Lot in Leeward Subdivision; and

WHEREAS, Declarant's Class B membership has not yet converted to a Class A membership, and this Declaration has no material adverse effect upon any material rights of any affected Owner;

NOW, THEREFORE, the Existing Declaration is hereby amended and restated as set forth in this Declaration. This Declaration, the provisions thereof which are for the purpose of protecting the value and desirability of the property subject thereto, shall run with and encumber the title to Leeward Subdivision Phase 1 recorded in Plat Book 18 at Page 22-22A of the Public Records and Leeward Subdivision Phase 2A & 2B recorded in Plat Book 18 at Page 27-27A of the Public Records, copies of which are attached hereto as Exhibit "A", shall govern the development, use, and occupancy of such property, shall govern the administration and enforcement of this Declaration, and shall be binding upon the Association and the present and future Owners of any portion of such property, their respective heirs, successors, successors-in-title, and assigns, and any other person or entity that now or hereafter holds any legal, equitable, or beneficial interest in any portion of such property.

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LEEWARD SUBDIVISION

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LEEWARD SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEEWARD SUBDIVISION SPECIFICALLY AND COMPLETELY SUPERSEDES AND REPLACES ALL PREVIOUSLY RECORDED VERSIONS OF THE DECLARATION AND SUPPLEMENTS AND AMENDMENTS THERETO.

ARTICLE I
DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Developer shall have the ultimate authority to define all terms used herein that are not specifically defined. Capitalized terms, when used in this Declaration, shall have the following meaning:

- 1.1 "ARC" shall mean the Architectural Review Committee established under Article IV for the purpose of establishing, monitoring, and enforcing architectural standards.
- 1.2 "Articles of Incorporation" shall mean the Articles of Incorporation of Leeward Subdivision Homeowners' Association, Inc., as filed with the Secretary of State for the State of Florida, a copy of which is attached hereto as Exhibit "B" and made part hereof by this reference, as the same may be amended from time to time.
- 1.3 "Association" shall both mean and refer to Leeward Subdivision Homeowners' Association, Inc., a not-for-profit corporation organized under the laws of the State of Florida, its successors and assigns.
- 1.4 "Board of Directors" or "Board" shall mean the Board of Directors of the Leeward Subdivision Homeowners' Association, Inc.
- 1.5 "Builder" shall mean any Person who purchases or otherwise acquires title to one (1) or more Lots:
 - (a) For the purpose of constructing a single family residence for later sale to consumers, regardless of whether said Person or any affiliate or contractor thereof is to ultimately perform the construction; or
 - (b) For the purpose of transferring, by sale or otherwise, said Lot(s) to another Person who intends to construct a single family residence for later sale to consumers as described in Section 1.5(a); or
 - (c) For the purposes of resale in the ordinary course of said Person's business.
- 1.6 "Bylaws" shall mean the Amended and Restated Bylaws of the Association, a copy of which is attached hereto as Exhibit "C" and made a part hereof by this reference, as same may be amended from time to time.
- 1.7 "Common Area(s)" shall mean all real property, including all fixtures, improvements, and personal property related to said real property, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of Owners.
- 1.8 "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Leeward Subdivision, as may be further amended from time to time.
- 1.9 "Declarant" and/or "Developer" shall mean and refer to SIMPATICO AT LEEWARD ESTATES PHASE 1, LLC, or any successor or assign who is expressly assigned any of the rights, duties responsibilities and obligations of Developer, as Declarant of this Declaration, pursuant to a recorded instrument executed by the immediately preceding successor, successor-in-title or assign to those rights, duties, responsibilities and obligations, but only to the extent of such assignments.

- 1.10 "Governing Documents" shall mean, collectively, this Declaration, the Articles of Incorporation, Bylaws, Planning and Architectural Design Guidelines, and Rules and Regulations of the Association, as any or all may be amended from time to time.
- 1.11 "Guidelines" shall mean the Planning and Architectural Design Guidelines promulgated by Developer and/or the ARC.
- 1.12 "Landscape Buffer(s)" shall mean all Subdivision walls, fences, gates and vegetative buffers erected by Developer or the Association, including the improvements thereto.
- 1.13 "Lot" shall mean each platted and unplatted lot in the Subdivision, the total number of which may be altered in accordance with the terms of the Governing Documents.
- 1.14 "Member(s)" shall mean a member of the Association. Each Owner is also a Member.
- 1.15 "Owner" shall mean each Person who owns record title to a Lot, excluding those having such title merely as security for performance of an obligation as described in Chapter 697, Florida Statutes.
- 1.16 "Person" shall mean a natural person, a corporation, a partnership, a trust or any other legal entity.
- 1.17 "Rules and Regulations" shall mean the Rules and Regulations of the Association which have been or will be adopted by the Board, as same may be amended from time to time.
- 1.18 "Subdivision" shall mean all of the real property platted as Leeward Subdivision Phases 1, 2A & 2B and such other property as may be subjected to this Declaration regardless of whether the same has been subjected to this Declaration. It is Developer's intent that only a portion of the total Subdivision be made subject to this Declaration at this time and to make additional property subject to this Declaration subsequently in phases.
- 1.19 "Stormwater Management Parcel" means a Common Area and related installations which together comprise a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality discharges from the system.
- 1.20 "Vegetated Natural Buffer(s)" or "VNB(s)" shall mean natural vegetation that shall remain undisturbed for perpetuity. This VNB provides treatment of stormwater runoff.
- 1.21 "Work" shall mean any grading, staking, clearing, excavation, site work, planting or removal of plants, trees, shrubs or other landscaping materials, or construction, installation or material modification or betterment, including painting, of any structures or other improvements on a Lot or the addition of any structures or other improvements visible from the outside of any Lot. A modification or betterment shall be deemed material if it would involve a change to the exterior of any improvements on the Lot or if it would result in an increase or decrease in finished area within any structure on the Lot.

**ARTICLE II
GOVERNANCE OF THE COMMUNITY**

- 2.1 Binding Effect.
 - (a) All property described in Exhibit "A" and any additional property which is made subject to this Declaration in the future by filing one or more Supplemental Declarations in the Public Records shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title or interest in any portion of the Subdivision, as well as the occupants of any Lot and their guests and invitees.

- (b) This Declaration shall be enforceable by Developer, the Association, any Owner and their respective successors and assigns, and, except as the same may be changed, modified or amended as provided for hereafter, this Declaration shall run with and bind the land for a term of twenty (20) years from the date the Original Declaration was recorded, at which time they shall be automatically extended for two (2) successive periods of ten (10) years, unless modified or terminated by a duly recorded written instrument executed in conformance with the requirements described below.
 - (1) So long as Developer owns at least one Lot within the Subdivision, Developer may, in its sole discretion and without any notice to or vote by other Members, change, modify or amend any provision of this Declaration, including but not limited to any covenant, agreement, condition, reservation, restriction, and charge, in whole or in part, by executing a written instrument making such changes and having the same duly recorded in the Public Records.
 - (2) At any time after Developer no longer owns at least one Lot within the Subdivision, the covenants, agreements, conditions, reservations, restrictions, and charges created and established herein may be waived, abandoned, terminated, modified, altered, or changed upon notice to all members of the Association and with the approval of two-thirds (2/3) of the total membership vote.
- (c) The foregoing notwithstanding, any amendments to this Declaration that alter the Stormwater Management Parcels beyond maintenance in its original condition must have the prior approval of Escambia County.
- (d) If any court finally determines that a provision of this Declaration is invalid, in whole or as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

2.2 Conflict. The Governing Documents create a general plan of development for the Subdivision. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, Bylaws, ARC Guidelines, and Rules and Regulations of the Association.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

3.1 General Purposes of Association. The Association is organized for the purpose of providing common services to Owners; owning and maintaining all buildings, structures and other improvements on the Common Areas including signage, landscaping, fencing and lighting; maintaining sidewalks, entrance gates and access systems; maintaining the private drainage easements, VNBS, Common Areas, stormwater management systems; providing enforcement of the Governing Documents; and engaging in activities for the mutual benefit of Owners. The functions of the Association shall be performed by the Board. Provisions relating to the Association and the Board are also set forth in the Articles of Incorporation, Bylaws, Guidelines, and Rules and Regulations, all of which are incorporated by reference herein.

3.2 Lot Owner Membership.

- (a) Every Owner of a Lot shall be a Member of the Association upon acquiring title to the Lot. There shall be a non-refundable capital contribution of \$350.00 per Lot, payable to the Association at the time a Lot is conveyed to its initial Owner.
- (b) Membership shall be appurtenant to and may not be separated from ownership of any Lot. The capital contribution may be increased from year to year after December 31, 2005 in the same manner and amount as annual assessments may be increased pursuant to Article VII.

- 3.3 Classification of Membership. The Association shall have two classes of voting membership:
- (a) Class A. Class A Members shall be all Owners, with the exception of Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
 - (b) Class B. The Class B Member shall be Developer or successor developer(s) or assign(s) and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
 - (1) The date three (3) months after ninety percent (90%) of the Lots in the Subdivision are issued certificates of compliance for the completion of a newly constructed single family residence per Section 4.4(f) and owned by Class A Members other than Builders; or
 - (2) Upon the relinquishment of control by Developer whereupon the then existing Members shall be obligated to elect the Board and assume control of the Association.
- 3.4 Membership Vote. Voting will be allowed by certified written mailed-in ballot on all issues that require a vote by the full Association. The maximum number of votes that may be cast is the sum of all votes held by qualified Class A Members and the Class B Member either present in person, or by proxy at the time the vote is taken at a meeting, or by actual ownership of platted lots if by certified written ballot. The number of votes needed for a quorum on any vote of the Association shall be a minimum of 51% of the sum of all the votes held by qualified Class A Members and the Class B Member for any ballot to be valid. All matters to be voted on by the Association shall require a quorum and shall be decided by a majority of those votes cast by Owners represented by the quorum. Voting shall also be permitted by general or limited proxy at any meeting of the Association.
- 3.5 Voting Qualifications. The Board has the authority to suspend the voting rights of Class A Members as set forth in Article VII. Any person designated in writing by Developer shall be qualified to cast the votes for each Lot owned by the Class B member.

**ARTICLE IV
ARCHITECTURAL REVIEW
AND CONSTRUCTION REQUIREMENTS**

- 4.1 Architectural Review. To further ensure the maintenance of the Subdivision as a residential area of the highest quality and standard and to protect the Subdivision's value and desirability, all Work in the Subdivision is subject to architectural review as follows:
- (a) Developer Review.
 - (1) Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Subdivision, acknowledges that Developer has a substantial interest in ensuring that the improvements within the Subdivision enhance Developer's reputation as a community developer and do not impair Developer's ability to market, sell or lease its property. Therefore, each Owner agrees that no Work shall be commenced on such Owner's Lot unless and until Developer has given its prior written approval for such Work, which approval may be granted or withheld in Developer's sole discretion. In reviewing and acting upon any request for approval, Developer shall be acting in its own interest and shall owe no duty to any other Person.

(2) The rights reserved to Developer under this Article shall continue so long as Developer owns any Lot unless earlier terminated in a written instrument executed by Developer and recorded in the Public Records.

(b) Architectural Review Committee.

(1) Developer may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to an Architectural Review Committee ("the ARC") appointed by Developer, subject to:

- (i) Developer's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and
- (ii) Developer's right to veto any decision of the ARC which Developer determines, in its sole discretion, to be inappropriate or inadvisable for any reason.

So long as Developer has any rights under this Article, the jurisdiction of the ARC shall be limited to such matters as are specifically delegated to it by Developer. Unless and until such time as Developer delegates all or a portion of its reserved rights, the Association shall have no jurisdiction over architectural matters; upon any such delegation, the ARC shall accept and exercise the jurisdiction so delegated in accordance with this Article.

(2) Upon expiration or termination of Developer's rights under this Article, the Association shall assume jurisdiction over architectural matters hereunder and the Association, acting through the ARC, shall be entitled to exercise all powers previously reserved to Developer under this Article; provided, however, in exercising the discretion previously reserved to Developer, the Association and the ARC shall act in the interest of the Members.

(3) Composition. The ARC, if and when appointed, shall consist of three (3) or more members who need not be Owners.

(c) Although certain requirements are specified herein, neither Developer nor the ARC shall be limited to the specific requirements, but rather will have broad discretion when determining whether to approve proposed Work.

4.2 Planning and Architectural Design Guidelines. Developer or the ARC, to the extent that the ARC has jurisdiction hereunder, shall establish Planning and Architectural Design Guidelines ("Guidelines"). The Guidelines may not be contrary to the provisions of this Declaration and shall be consistent with the original architecture, structural, aesthetic and environmental concept of the Subdivision. The Guidelines may be revised or expanded from time to time to take cognizance of new materials, techniques and proposals. The Guidelines are available from the Association.

4.3 Construction Subject to Review.

(a) All dwellings, buildings, structures, landscaping and other improvements to be constructed upon each Lot in the Subdivision are subject to approval. No residence or other structure and no fence, walled utility area, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any Lot in the Subdivision nor shall any addition to or exterior change or alteration be made to any existing residential building or structure, or any other improvement, unless and until building plans and specifications covering the same showing the nature, kind and shape, height, size, materials, floor plans, exterior color schemes, location and orientation of the residence on the Lot and approximate square footage, construction schedule, front, side and rear elevations, and such other information as Developer and/or the ARC shall require, including plans for the grading and landscaping of the Lots showing any changes proposed to be made in the elevation or contours of the land, have been submitted and approved in writing.

- (b) Developer and/or the ARC shall have the right to approve or disapprove any proposed Lot improvement, including but not limited to building, fence, wall, screened enclosure, grading, floor elevation, drainage plan, mailbox, solar energy device, posts, antennas, fountains, decorative building features, landscaping plan, landscape device or object, yard decorations, or other improvement, whether proposed as new construction or additions, modifications or alterations.
- (c) Plans and specifications in regards to topography and finished grade elevation must also be submitted for approval prior to the commencement of any excavation work or activity which will alter the existing topography of the Lot.
- (d) Developer and/or the ARC shall have the absolute and exclusive right to refuse to approve any plans and specifications which are not suitable or desirable in its sole discretion and opinion for any reason, including purely aesthetic reasons. Developer and/or the ARC will not be limited to the specific restrictions and requirements of this Article in making its decision.
- (e) Any modifications to previously approved plans are also subject to approval.

4.4 Procedure.

- (a) Application. Prior to commencing any Work for which review and approval is required under this Article, the application for approval shall be submitted to the reviewing entity—either Developer or the ARC—in such form as may be required by the reviewing entity or the Guidelines. The application shall include two sets of construction plans and specifications and an electronic set of all documents in a suitable format showing all intended construction and alterations on the subject Lot, including but not limited to site plan, tree survey and clearing plan, landscape plan, erosion control plan, sidewalk construction, exterior elevations, paint colors, shingle samples, exterior materials samples, and other descriptions necessary to describe the project. The plans, specifications, and location of all contemplated construction shall be in accordance with the terms hereof, the Guidelines, and with all applicable codes and ordinances of the local governing agency or agencies issuing permits for construction or land alteration in effect at the time of such proposed construction or alteration. Developer and/or the ARC may establish additional procedures for the review of applications.
- (b) Application Fee. Developer and/or the ARC may impose a reasonable application fee to be paid by the applicant at the time of submission for processing the plans.
- (c) Compliance Deposit. Developer and/or the ARC also shall have the right, in its sole discretion, to require an applicant to pay a refundable compliance deposit in an amount to be determined by the reviewing entity to ensure compliance with the terms herein and the terms of the Guidelines with respect to landscaping and right-of-ways. Said deposit shall be held by the Association until the final inspection has been conducted and Owner has been issued a certificate of compliance. The compliance deposit may be used for the cost of measures taken to correct any non-compliance. In the event that the cost of any corrective measures taken exceeds the amount of any deposit paid, Owner shall be liable for reimbursing the Association for said costs in excess of the compliance deposit.
- (d) Notification of Approval. The reviewing entity shall notify Owner, by signed written instrument and within thirty (30) days of receipt of all required evidence, of:
 - (1) The approval of plans; or
 - (2) The disapproval of plans, specifying the segments or features of the plans which are objectionable and suggestions, if any, for curing such objections.

- (e) Completion of Construction. All approved construction and landscaping shall be completed within six (6) months from the date of written approval. Developer and/or the ARC may grant a greater period of time to complete said construction or may grant an extension of said six-month period.
 - (f) Certificate of Compliance. No building or structure shall be occupied until the same is approved for by such governmental agencies which are responsible for regulation of building construction and until it complies with the terms and provisions herein. Upon completion, Developer and/or the ARC shall inspect the Lot and improvements and issue Owner a certificate of compliance acknowledging that said terms and provisions have been met or itemizing any non-compliance. The certificate of compliance shall be delivered to Owner prior to occupancy.
 - (g) Enforcement.
 - (1) Any Work performed in violation of this Article or in a manner inconsistent with the approved plans shall be deemed nonconforming. Upon written request from Developer, the Board, or the ARC, Owner shall, at his own expense, remove any nonconforming structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming Work. Should Owner fail to take such corrective action as specified in the notice of the violation within thirty (30) days after the date of the notice, Developer, the Board, or their designees, in addition to their other enforcement rights, shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass. Upon demand, Owner shall reimburse all costs incurred by any of the foregoing in exercising its rights under this Section. The Association may assess any costs incurred in taking enforcement action under this Section, together with interest as provided in Article VII, against the benefitted Lot as an enforcement assessment.
 - (2) Work deemed nonconforming and any occupancy prior to the issuance of a certificate of compliance shall constitute a violation of the Governing Documents and therefore subject to a fine as set forth in Article VIII.
 - (3) Developer, the Association, the ARC, and the other Owners in the Subdivision shall be entitled to enjoin any construction or modification in violation of these provisions and will be entitled to recover all costs of such action including attorney's fees at trial or on appeal.
 - (4) Failure to strictly enforce these provisions against one Owner as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations by said Owner or any other Owner.
 - (5) Failure of Developer or the ARC to approve or disapprove any Work shall not in any manner waive or otherwise affect the requirement that all future Work must be approved.
- 4.5 Variances. The absolute right of and sole discretion is hereby reserved to Developer to grant variances from the terms and provisions of this Article.
- 4.6 Liability. Neither the Association, the ARC nor Developer will be liable to the applicant or to any other party to ensure that the proposed plans comply with any applicable building codes, for inadequacy or deficiency in the plans resulting in defects in the improvements, or to ensure the construction was done in accordance with the plans.

ARTICLE V
GENERAL RESTRICTIONS; USE AND OCCUPANCY

- 5.1 General Prohibition. No residential dwelling, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on any Lot or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration or applicable governmental regulations, as same may exist or be changed from time to time. All such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Developer and/or the ARC and governmental building code requirements.
- 5.2 Only Residential Purposes. No Lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwellings which may be maintained by Developer only for purposes of the sale of residential dwellings within the Subdivision, and except such construction and sales trailers as may be permitted by Developer and any applicable governmental entity. Other than conducting the sale of residential dwellings, no trade, traffic of business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on within the Subdivision or any part thereof; nor any other activities which may be or which may become an annoyance or a nuisance to any Lot, Owner or property adjacent to the Subdivision.
- 5.3 Single-Family Residential Use. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling, nor may any dwelling be occupied by more than one family. A "mother-in-law" suite may be constructed above a detached garage pending approval from Escambia County. Said suite shall adhere to all Guidelines and standards intended for the construction of dwellings and other buildings and structures. Secondary structures, such as detached garages, with or without a "mother-in-law" suite or similar living or auxiliary space constructed above, if properly approved by Developer and/or the ARC and constructed in compliance with Escambia County's requirements, shall not be subject to the side and rear setback requirements set forth on the face of the plat as recorded in the Public Records, but shall not be constructed closer than five (5) feet from any rear or side property line.
- 5.4 Minimum Square Feet and Height Requirement. The single-family residential dwelling described herein shall contain a minimum of 1600 square feet of total conditioned living area and shall be either one and one half stories or two stories in height. All stories and half stories are defined herein as conditioned and finished living accommodations. A half story is further defined as being located wholly or partly within the roof frame and, at a minimum, shall include at least one dormer and at least one half bathroom, in addition to all other required improvements for a suitable living space.
- 5.5 Subdivision. So long as Developer owns at least one Lot, no Lot shall be subdivided or split, nor shall any contiguous Lots or partial Lots be combined by any means whatsoever, nor shall any of the Lot lines be shifted without the Developer's written approval and the approval of any applicable governmental agency or authority.
- 5.6 Maintenance and Repair. All improvements placed or maintained on a Lot shall at all times be maintained in good condition and repair.
- 5.7 No Temporary Buildings. No tent, shack, trailer, house trailer, garage, or other space shall at any time be used on any Lot as a residence temporarily or permanently. No building or dwelling of a temporary character shall be permitted, except that: buildings necessary for construction or sales taking place in the Subdivision and not intended to be used for living accommodations may be erected and maintained only during the course of construction and sales and after receipt of written approval from Developer.

5.8 Ground Maintenance.

- (a) Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced. Dead or damaged natural vegetation within all VNBs shall be replaced with identical vegetation or as approved.
- (b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Subdivision or to the occupants of any property in the vicinity.
- (c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used for the construction of buildings or structures upon the Lot on which the material is stored.
- (d) All Owners of Lots adjoining Common Areas shall be required to install grass or to landscape to the edge of the Common Area, and to maintain such grass or landscaping, regardless of where the exact boundary line lies between the Lot and the Common Area.
- (e) All sprinkler systems shall be of the low water use variety in accordance with the Guidelines. All sprinkler systems and irrigation systems are to be maintained in good working order at all times and provide regular daily and weekly irrigation to maintain grass, hedges, shrubs, trees, vines and mass plantings on each Lot.

5.9 Fences, Walls, Hedges, Mass Planting of Any Type.

- (a) Fences, walls, hedges or mass planting of any type shall not exceed a height of six (6) feet above the finished graded surface of the grounds upon which it is located and shall not be constructed, planted, placed or maintained upon any Lot without the written consent and approval of Developer and/ or the ARC.
- (b) No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of Developer and/or the ARC.
- (c) No fences, walls, hedges or mass planting of any type shall be built further forward on a Lot than ten (10) feet from the edge of the road right-of-way, and shall not exceed three (3) feet in height, without the written consent and approval of Developer and/or the ARC and as otherwise provided herein. All fences built on the street side of any corner Lot shall have a minimum setback requirement equal to the side setback requirements as provided in Section 5.3. No fence shall be constructed without the written approval and consent of Developer and/or the ARC. The finished side of all fences shall face the exterior of the Lot.
- (d) With respect to any lot adjoining a Common Area, no fence or wall, shall be constructed beyond the building setback line on any such Lot without the written consent and approval of Developer and/or the ARC in accordance with the following guidelines and procedures:
 - (1) An application, including plans and specifications, for the fence must be submitted processed as set forth in Article IV.
 - (2) Developer and/or the ARC shall have the right, in its sole discretion, to approve or disapprove the variance.

- (3) Owner must demonstrate a special safety need for the fence based upon the physical, mental or medical condition of a full time occupant of the Lot. Such condition must be substantially similar to one of the following conditions:
 - (i) An occupant who is under the age of ten (10);
 - (ii) An occupant, regardless of age, who is functioning at a mental level below that of age ten (10), based upon the determination made by an appropriate doctor in writing; or
 - (iii) An occupant who is unable to swim as a result of a physical and/or mental disability as confirmed in writing by an appropriate doctor.
 - (4) The variance shall not be permanent in nature and shall expire upon the termination/elimination of the physical, mental or medical condition forming the basis of the original variance granted, whether by a child reaching the age of ten (10), the sale of the residence to new Owners with no special conditions or otherwise. The fence shall be removed within thirty (30) days of variance expiration.
 - (5) No variances will be granted on the need to fence or protect pets, nor will a variance be granted solely because an occupant has not learned to swim.
 - (6) No variance permitting a solid wall will be granted.
 - (7) No variance permitting a fence exceeding four (4) feet in height will be granted.
 - (e) All fences must be in conformance with all governmental regulatory codes and setback requirements. No fence shall be constructed without the written approval and consent of Developer and/or the ARC.
 - (f) No fence may be constructed of wire, chain link or cyclone style on any Lot.
 - (g) All fences to be constructed in the Subdivision shall be constructed of the picket, board-on-board or shadowbox type, and shall be of uniform design and finish. The type and style shall be approved by Developer and/or the ARC. Prior to construction of a fence or wall on any Lot, Owner must submit for approval a detailed sketch showing the type and location, and confirming the use of the pre-approved style and color of the proposed fence or wall.
- 5.10 Animals, Birds and Fowl. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennel or other commercial animal operation shall be maintained on any Lot. No pet shall be allowed to run loose and uncontrolled within the Subdivision. All pets shall be maintained in a quiet and orderly fashion so as not to disturb other residents of the Subdivision. Pet owners shall comply with all governmental regulations concerning the proper care, maintenance, licensing, and control of their individual pets.
- 5.11 Laundry. No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a rear yard enclosed by a lattice, fence, wall or other screening device. Nothing contained in these Restrictions shall be in conflict with Florida Statutes 163.04 Renewable Energy Sources.
- 5.12 Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that is an annoyance or a nuisance to the residents of adjacent Lot(s). All exterior light fixtures are subject to the approval of Developer and/or the ARC in accordance with Article IV.

- 5.13 Parking. The parking of commercial vehicles, which description for the purposes of this Declaration, shall include trucks (larger than a pick-up truck), tractor-trailers, semi-trailers, and commercial trailers, at any time on driveways, otherwise on said premises, on Common Areas, or on the public streets of said Subdivision, is prohibited except for loading and unloading purposes or when parked entirely within a closed garage permitted to be built under the provisions of these restrictions. Boats, watercraft, campers, travel trailers and similar recreational vehicles may only be placed and kept or stored upon a Lot containing a residence, placed no further forward than 10' behind the front building line of the residence, with landscape or with six (6') foot fence screening so as to make same not visible from the street (including side street in the case of a corner Lot or adjoining Lot), or in a closed garage. Inoperable vehicles or vehicles under repair may only be placed and kept on a Lot in a closed garage.
- 5.14 Private Drainage Easements, Public Utility and Drainage Easements, VNBs, and Common Areas.
- (a) Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot or Common Area, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels and other drainage structures in the easements, or which may otherwise interfere with the intended use of the stormwater management system. It is important that the swales and other drainage areas and drainage system features located within the Subdivision remain undisturbed and properly maintained in order to perform their functions. Lot swales and VNBs required to be located on certain Lots pursuant to the Subdivision construction plans and applicable permits from governing agencies shall be constructed, maintained and repaired by the Association in accordance with said plans and permits.
 - (b) All Owners who adjoin a Common Area shall assist the Association in maintaining that Common Area. No Owner shall disturb or damage a Common Areas. In the event Owner does damage a Common Area, Owner shall be responsible for the repair and restoration thereof within thirty (30) days of written notification from Developer or the Association.
 - (c) Easements for ingress, egress and access are hereby reserved in favor of Developer and the Association over and across the platted utility and drainage easements encumbering all Lots adjacent to Common Areas and VNBs for the purpose of access to said areas for repair and maintenance. Developer and the Association may, without incurring any liability to Owner for trespass or damages, remove any impediments to these access rights, and may levy a special assessment as provided in Article VII for the cost of such removal.
 - (d) VNBs located along the rear property line of some lots shall be left undisturbed in perpetuity, except for limited pruning and/or maintenance. The VNB shall remain fully vegetated and all ground cover shall remain intact.
- 5.15 Excavations. No excavations for stone, gravel, dirt or earth shall be made on any portion of the Subdivision; except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances, and the plans for such excavation must be approved in writing pursuant to Article IV prior to excavation.

- 5.16 Signs. Except for signs permitted by Developer, signs utilized by Developer and Builders to advertise the sale of Lots or dwelling units for sale, and except as otherwise permitted by the Association, no sign of any character shall be displayed or placed upon any Lot, Common Area, or elsewhere except "for rent" or "for sale" signs on individual Lots, which signs may refer only to the particular premises on which displayed. Said signs shall not exceed the normal and customary standard size for the local real estate industry, shall not extend more than four (4) feet above the ground, and shall be limited to one (1) sign per Lot. No signs may be attached in any manner to a tree. Signs must be maintained in good condition. The Association has the authority to remove and dispose of any sign that is improperly displayed or placed or that is in poor condition. No signs may be placed within the roadway right-of-ways or Common Areas.
- 5.17 Refuse. No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot unless temporarily approved by Developer and/or the ARC during construction.
- 5.18 Nuisances. No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 5.19 Preservation of Common Areas, Private Easements and VNBs. No person shall reconstruct, damage or destroy, clear, open, reduce, remove, alter, modify or install any thing or improvement within, over or upon any Common Area or private easement or VNB without first obtaining written approval from Developer and/or the ARC and regulatory agencies. No construction or excavation in the proximity of any of these areas shall be permitted which may substantially impair the stability of the character in said area or intended use of said area.
- 5.20 Wells. No water wells shall be dug on any Lot or anywhere in the Subdivision.
- 5.21 Open Burning. Open burning to reduce solid waste on any Lot is not permitted.
- 5.22 Swimming Pools. A swimming pool may be constructed on a Lot within the appropriate setbacks as long as Developer and/or the ARC and governing agencies have approved the location and materials. Access to a pool from the boundaries of the Lot must be controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall also be approved by Developer and/or the ARC and governing agencies. Swimming pools shall be only in-ground type and shall be constructed of fiberglass, concrete, or concrete materials. The pool deck shall be no higher than twelve (12") inches below the grade level of the first floor house pad.
- 5.23 Right to Inspect. The Board, Developer and/or the ARC may, at any reasonable time or times during periods of construction or alteration and within a reasonable time thereafter, enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither the Board, Developer nor the ARC, nor any of their agents, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.
- 5.24 Antennae, Aerials and Satellite Dishes. All exterior antennas, aerials and satellite dishes shall be placed as unobtrusively as possible on the lot, and screened from view by existing landscaping. Prior approval pursuant to Article IV is required for any antenna that is four feet (4') or more above the roof line or is higher than the distance between the antenna installation and the Lot line.
- 5.25 Games and Play Apparatus. All games and play apparatus remaining outdoors for more than three days shall be located at the rear or side of the dwelling, so as not to be visible from any street. Developer and/or the ARC may make exceptions, which must be in writing, and permit basketball backboards or similar play apparatus that is visible from the street. Any permitted basketball standards shall be constructed of uniform black enamel pole and white backboard and shall be a minimum of 25' from any street.

- 5.26 Oil and Mining Operations. No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.
- 5.27 Water Supply. No individual water supply systems for drinking purposes or household use shall be permitted on any Lot unless approved pursuant to Article IV. This provision, however, shall not preclude installation of any individual water systems for irrigation purposes, provided that such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the applicable governmental agencies, Developer and/or the ARC.
- 5.28 Sewage Disposal. No individual sewage disposal systems shall be permitted on any Lot.
- 5.29 Air Conditioning. No window or wall air conditioning units shall be permitted in any improvements located within the Subdivision. All air conditioning units shall be placed no further forward than ten (10) feet behind the front building line of the residence with landscape or fence screening so as to make same not visible from the street, including side street in the case of a corner Lot.
- 5.30 Tanks. No permanent above ground oil tanks or bottled gas tanks may be placed on Lots containing residences.
- 5.31 Construction Hours. Construction is not allowed from 6:00pm to 8:00am or at all on Sundays and the following holidays: January 1st, 4th of July, Thanksgiving Day, Christmas Day and any other day or holiday as determined by the Association. Additional construction hours may be granted by Developer and/or the ARC in special circumstances, provided that the work involved does not generate excessive noise or additional traffic. Work that is not audible beyond the property would generally not be considered excessive noise.

**ARTICLE VI
PROPERTY RIGHTS AND REQUIREMENTS**

- 6.1 Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot subject to the right of Developer and/or the Association to dedicate or transfer all or any parts of the Common Area(s) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association, provided no such dedication or transfer shall be effective unless:
 - (a) Such dedication or transfer is approved by Developer, so long as Developer owns a Lot, or if Developer no longer owns a Lot, then by a vote of 51% of the Class A Members. Developer, his heirs or assigns must give written approval to transfer all or a portion of the Common Area(s) to any public or private agency; and
 - (b) The approval of such dedication or transfer has been properly recorded.
- 6.2 Owner's Use of Lot. Owner's use of his Lot shall be limited to residential purposes, but nothing herein shall be deemed to prevent Owner from leasing his residence to a single family for the purpose of a residence, subject to this Declaration.
 - (a) All Owners leasing or renting their Lots or homes shall be required to incorporate the following provision in their lease or rental agreements, substantially in the following form: "The Lease Premises are a part of a Subdivision. All persons occupying property in Leeward Subdivision are required to observe the Covenants, Conditions and Restrictions of the Leeward Subdivision Homeowners' Association. Any and all leases or rental agreements, whether written or oral, shall be deemed to contain said provision regardless of whether actually specifically set forth therein. Copies of all Covenants, Conditions and Restrictions are to be obtained from the Landlord."

- (b) In addition, all Owners leasing their residence on their Lot shall provide the Association with a copy of the lease and the names and addresses of all landlords, all tenants, and any Person charged with management of the leased property.
- 6.3 Transfer Procedure; Notice of Conveyance; Estoppel Requirement; Consequence for Non-Compliance. No Owner may transfer their Lot except by complying with the following provisions:
- (a) Transfer of Lot. In order to ensure that proposed purchasers are familiar with the Governing Documents, the Association, at its option, shall have the right to require that any prospective purchaser provide a detailed questionnaire certifying the full name of purchaser, contact information, Lot(s) being purchased, proposed use of the Lot(s) and such other information as the Association may reasonably request. Notwithstanding anything in this Declaration to the contrary, the Association shall have the absolute right to deny approval of any sale without being obligated to purchase the Lot if:
- (1) The sale would result in a violation of the Association's Governing Documents; or
 - (2) Owner or proposed purchaser makes any material misrepresentation on the questionnaire or any documents provided to the Association. A material misrepresentation shall be defined as any false representation or omission which, in the sole judgment of the Association, would influence their decision in regard to whether to approve the sale. If approved to purchase any such Lot, the Association shall provide a certificate of approval certifying that the purchaser has been approved.
- (b) Transfer Fee. The Association shall have the authority to charge a non-refundable \$150.00 screening fee in connection with the approval required for the sale of the Lot. Said fee may be increased by the Board without vote of the Association or amendment of the Declaration from time to time, but shall not exceed the highest fee permitted by law as set forth in the Florida Statutes, as same may be amended from time to time.
- (c) Sale in Violation of this Article. Any purported sale of a Lot in violation of this Article shall be voidable at any time at the election of Developer and the Association, and if either shall so elect, the Owner shall be deemed to have authorized and empowered Developer and/or the Association to institute legal proceedings to void the conveyance. Said Owner shall be liable for all related expenses, including attorney's fees and costs incurred in connection with such proceedings.
- (d) Estoppel Requirement. Prior to any sale, transfer or conveyance of any Lot—excepting only the sale, transfer or conveyance of any Lot pursuant to a mortgage foreclosure—Owner shall request in writing an estoppel certificate stating all assessments and other monies owed to the Association by Owner with respect to the Lot. The estoppel request shall be in a form prescribed by the Association and shall include at the minimum:
- (1) Owner's name and the description of the Lot for which the estoppel is requested;
 - (2) The proposed transferee's name, mailing address and scheduled date of transfer; and
 - (3) The fee for preparation of the estoppel certificate. As of the date of this Declaration, the fee for preparation of the estoppel certificate is \$150.00 for a seven (7) business day turnaround and \$300.00 for a three (3) business day turnaround. The request must be mailed to the Association's mailing address as provided in the official Florida Secretary of State records. The amount of this estoppel fee and the turnaround time periods may be changed from time to time by the Board without vote of the Association or amendment of the Declaration.

- (e) Within fifteen (15) days after completion of any sale, transfer or conveyance, the new Owner shall provide the Association with a copy of the deed of conveyance and a copy of the closing/settlement statement. In the event that Owner fails to timely comply with said requirement, Owner may be sanctioned in accordance with Article VIII.
 - (f) Exceptions.
 - (1) Notwithstanding any provision of this Article to the contrary, Owner shall not be required to obtain a certificate of approval or an estoppel certificate in the following cases:
 - (i) The proposed transfer is to a person or entity who is a "Controlled Affiliate", "Family" member, or "Personal Representative" of such Owner. A "Controlled Affiliate" of an Owner shall mean any entity at least fifty-one percent (51%) of the voting stock or beneficial ownership of which is owned directly by such Owner. Owner's "Family" includes only any person who, at the time of the transfer, is such Owner's spouse, natural or adoptive lineal ancestors or descendants, and trusts for his or her exclusive benefit. An Owner's "Personal Representative" includes only any person who succeeds to such Owner's estate as a result of such Owner's death, legal incompetence, or bankruptcy.
 - (ii) Any transfer pursuant to a mortgage foreclosure sale.
 - (iii) Any other transfer Developer or the Association, in its sole discretion, excepts from the certificate of approval and estoppel certificate requirements.
 - (2) Although an estoppel certificate is not required in the aforementioned instances, the new Owner shall nevertheless be required to provide the Association with a copy of the deed or other instrument of conveyance and settlement statement within fifteen (15) days after completion of any such transfer. Failure to comply with said requirement shall subject Owner to a fine as set forth in Article VIII.
- 6.4 Others' Use. Any Owner may share his right or enjoyment to the Common Area(s) and other facilities with the members of his family, his tenants, or visiting guests, so long as same observe and abide by the Governing Documents.
- 6.5 Damage by Owners, Including Builders. Owner of a Lot, including Builders, shall be responsible for any expense incurred by the Association or Developer to repair or replace vegetation and topography and any structures and other improvements in Common Areas and easements, and in right-of-ways, when such repair or replacement is necessary as a result of the negligent or intentional errors or omissions of Owner, his family, tenants, guests, agents or invitees. This shall specifically include repairs or replacements resulting from the actions of Owner's contractor in constructing any improvements on Owner's Lot. If not paid upon demand, any such expense shall levied as an enforcement assessment to Owner's Lot and shall be due and payable in the same manner as other assessments provided for in this Declaration. Funds from Owner's compliance deposit, as defined in Article IV, may also be used to cover these expenses where appropriate.
- 6.6 Maintenance of Roads and Streets. All roads and related drainage systems will be maintained by the Association.

- 6.7 Maintenance of Operation of Stormwater Management Parcels. The Association shall be responsible for the maintenance, operation and repair of the Stormwater Management Parcels. Maintenance of the Stormwater Management Parcels shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Escambia County Engineering Department or Public Works or by other authorities having jurisdiction. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management Parcels shall be as permitted, or if modified as approved by Escambia County and other authorities having jurisdiction. A copy of the Operation and Maintenance of Stormwater Management System is attached hereto as Exhibit "D". Escambia County and other authorities having jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management Parcel.
- 6.8 Maintenance of Private Drainage Easements. It shall be the duty of the Association to maintain the private drainage easements if said duty is not assumed by any governmental agency pursuant to any dedication agreement. Said duty shall include the obligation to cut grass, cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar actions reasonably necessary to maintain reasonable standards of health, safety and appearance. Drainage flow shall not be obstructed or diverted from drainage easements. Developer may but shall not be required to add drainage for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance and may charge the Association for these costs; provided, however, any maintenance, clearing, grading or cutting of must be as permitted where applicable, or as approved by Escambia County or other authorities having jurisdiction pursuant to a permit modification.
- 6.9 Insurance.
- (a) General Liability. The Association shall be responsible for the issuance and maintenance of a general liability insurance policy covering all of the Subdivision improvements located in all Common Areas and private easements. This liability policy will cover all of the improvements that are the property of the Association and general liability regarding their use. At no time shall coverage be less than a one million dollar general liability policy.
 - (b) Directors and Officers. The Association shall maintain insurance on behalf of all directors and officers of the Association against any liability asserted against the directors and officers and incurred by him or her in any such capacity or arising out of his or her status as such.
 - (c) The policies required herein shall be reviewed on an annual basis to assure that they meet current governmental rules and standards and generally acceptable insurance practices. The insurance must be purchased from an insurance company that is certified to do business in the State of Florida and is in good standing with the Department of Insurance.

**ARTICLE VII
ASSESSMENTS**

- 7.1 Creation of the Lien and Personal Obligation of the Assessments.
- (a) Developer, for each Lot owned, hereby covenants and each Owner of any Lot, by acceptance of a deed thereto—regardless of how title is acquired, including, without limitation, a purchase at a judicial sale—is deemed to covenant and agree to pay to the Association any assessment or charges the Association shall from time to time fix and establish in accordance with terms hereinafter set forth.

- (b) All such assessments authorized herein shall constitute a lien against the Lot against which they are levied until paid. The lien shall also secure payment of all interest, late charges, costs (including court costs) and reasonable attorney's fees. All liens shall be continuing upon the Lot against which each assessment is levied and shall relate back to recording date of the Original Declaration.
 - (c) Each such assessment, together with interest, costs, and reasonable attorney's fees for collection thereof, shall also be the personal obligation of the Owner of the Lot at the time when the assessment fell due until paid.
 - (d) Both annual and special assessments must be fixed at a uniform rate per Lot subject to any assessments and may be collected monthly, quarterly or annually as determined by the Board. However, as to any individual Lot or Owner who has not paid an assessment when due, the amount of the assessment outstanding shall be increased by interest, late charges, costs, fines, damages and attorney's fees, as referenced throughout this Declaration.
 - (e) The Board is authorized to levy assessments as provided in the Governing Documents. All assessments on behalf of the Association shall be levied and collected by the Board.
- 7.2 Purpose of Assessments. The assessments levied by the Association shall be used to fulfill the obligations of the Association.
- 7.3 Maximum Annual Assessment.
- (a) The annual assessment shall be initially \$600.00 dollars per Lot.
 - (b) From and after January 1, 2006, the annual assessment shall be set unilaterally by the Board without the affirmative vote of or confirmation by Members and may be increased each year by up to ten percent (10%) above the maximum allowable assessment for the previous year. Maximum allowable assessments as referred to herein shall be calculated by assuming a cumulative 10% increase per year from and after the year 2006.
 - (c) From and after January 1, 2006, the maximum annual assessment may be increased by more than said ten (10%) percent only by a majority vote of those needed for a quorum of the total membership vote. The vote should be by certified written ballot mailed to each owner 30 days after their receipt of written notification that a vote will be taken on the proposed increase in assessment.
- 7.4 Annual Assessments and Due Dates. The Association shall fix the amount and the due date of the annual assessment. Initially, annual assessments shall be payable in one annual installment, payable when Owner takes title and prorated from that date to the end of the fiscal year. The Association shall notify Owners of each Lot of the amount, the date on which the assessments are payable, and the place of payment.
- 7.5 Date of Commencement of Annual Assessments. The annual assessments for each Lot shall be payable upon conveyance of that Lot to a Class A member, and at the beginning of each fiscal year of the Association thereafter. Builders may become liable for annual or special assessments prior to receiving conveyance of a Lot, as may be provided by contract between Developer and Builders.

- 7.6 Special Assessments. The Association shall have the power to levy a special assessment to pay in whole or in part for the cost of any shortfall in the annual budgeted operating revenues, or for any repair or replacement of an existing capital improvement, or for the construction and/or acquisition of a new capital improvement, without concurrence of Owners unless the cost of such repair, replacement, acquisition and/or construction is major. Major, as referenced herein, shall be defined to mean that the amount of the proposed special assessment per Owner, plus any other special assessments levied during that same fiscal year, exceeds 50% of the then current year's annual assessment. Major capital improvements shall require the special assessment to be approved by a majority of the votes needed for a quorum of the total membership vote. The Association may also levy special assessments without notice to or the concurrence of any Owner to pay for the cost of maintenance or enforcement of this Declaration with regard to any one or more specific Lots, or to pay, or reimburse the payments made by the Association from time to time with regard to, for the benefit or protection of, or to protect the Association's interest in any one or more specific Lots, which such other costs, expenses and payments may include without limitation ad valorem property taxes, insurance premiums and payments made to the holder of any mortgage, lien or encumbrance against any Lot or Lots; and any such special assessment shall be levied against the Owner of such Lot or Lots.
- 7.7 Enforcement Assessments. The Association may levy an enforcement assessment against an Owner's Lot:
- (a) To recover any indebtedness of Owner to the Association arising under any provision of the Governing Documents;
 - (b) To cover any other costs permitted from time to time in this Declaration to be charged and collected as an enforcement assessment.
- 7.8 Developer's Obligation for Assessments. Notwithstanding anything herein to the contrary, as long as Class B Membership exists, as to unoccupied Lots owned by Developer, Developer may elect not to pay the assessments on each such unoccupied Lot. Should Developer elect not to pay the assessments, Developer shall pay all costs incurred by the Association in accomplishment of its purposes set forth herein in excess of the total amount collected by the Association through all assessments, and this payment may be in the form of a loan to the Association from Developer for the payment of current expenses. Developer may at any time revoke this election and place himself in the position of being obligated to pay the full impact of all assessments for each Lot owned by Developer at the time said revocation is presented to the Association.
- 7.9 Effect of Non-Payment of Assessment: Remedies of the Association.
- (a) Any assessment not paid within thirty (30) days after the due date shall accrue an administrative late charge of \$25.00 or five percent (5%) of the amount due, whichever is greater, plus interest beginning 30 days from the due date at the at the highest rate allowed by law until paid.
 - (b) The Association may bring an action against the Owner of the Lot personally for payment of the assessment and may enforce its lien for the assessment by foreclosure or any other means available under the law. The Association may waive payment of late charges and interest on any assessment, and at its sole discretion may waive payment of the assessment under special circumstances. In an action to enforce collection of any assessments, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including those incurred prior to litigation, and costs on appeal.

- (c) The lien will remain in effect until all sums due to the Association have been fully paid and the Association is hereby authorized to take any actions provided in law or equity to collect such sums. Any payment received by the Association shall first be applied to any interest accrued, any outstanding penalties and costs, reasonable attorney's fees incurred in collection, and then to the outstanding assessment. Each such assessment, together with interest, costs, and reasonable attorney's fees for collection thereof shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due until paid.
- (d) No Owner may waive or avoid responsibility for payment of any assessment by not using his Lot or the Common Areas or by disputing the purpose of the assessment or for any reason.
- (e) If Owner is more than ninety (90) days delinquent on a monetary obligation due to the Association, the Board may:
 - (1) Suspend the rights of the Owner, or Owner's tenant, guest, or invitee, to use Common Areas until the monetary obligation is paid in full.
 - (2) Suspend the voting rights of a Lot or Owner until the monetary obligation is paid in full.

7.10 Assumption of Delinquent Assessments By Successors.

- (a) The personal component of the obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successor in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.
- (b) All Lots shall be sold subject to the terms and provisions of the continuing lien described in this paragraph. The Association shall, upon demand, and according to the fee structure and all other provisions of Section 6.3(d) herein, furnish an estoppel certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed estoppel 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.

7.11 Subordination. The lien of the assessments provided for herein shall be superior to all other liens except:

- (a) The liens of all taxes, bonds, assessments, and other governmental levies which by law would be superior; and
- (b) The lien or charge of any first priority mortgage of record made in good faith and for value.

7.12 Transfer. The sale or transfer of any Lot shall not affect any assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of a first priority mortgage given in good faith and for value shall extinguish the lien as to any installments of such assessments due prior to foreclosure, unless otherwise provided by law. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure or conveyance in lieu of foreclosure took place.

- 7.13 Combining Contiguous Lots. Upon approval from Developer, an Owner other than a Builder who annexes contiguous Lots may be allowed to have the contiguous Lots deemed as one (1) Lot for the purposes of assessments. Developer has the sole discretion to make said determination and, in doing so, may, but is not limited to, consider wherein the proposed and/or existing principal residence and auxiliary structures are situated on the Lots. In order to be deemed one (1) Lot for the purposes of assessments, Owner of both Lots shall be one and the same Person, Owner shall have executed and recorded a covenant providing that the subject Lots have been combined and may not be conveyed separately, Owner shall have completed the construction of the single family residence and auxiliary structures and received a certificate of completion from both the appropriate governmental entity and the ARC, and Owner shall have obtained approval to combine the Lots for taxation purposes from the local taxing authority.

**ARTICLE VIII
ENFORCEMENT OF NON-MONETARY VIOLATIONS**

- 8.1 Non-Monetary Violations. In the event a violation—other than for monies unpaid as set forth in Article VII—by any Owner of any provisions of the Governing Documents, the Association shall notify Owner of the violation by written notice, either by certified return receipt mail or posting on the Lot. If the violation is not cured as soon as practicable, and in any event, no later than thirty (30) days after the receipt of the written notice, the Association may, at its option:
- (a) Specific Performance. Commence an action 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 the Governing Documents.
 - (b) Damages. Commence an action to recover damages.
 - (c) Sanctions. For violations that are not cured within said thirty (30) days, the Association may suspend, for a reasonable period of time, the rights of Owner or Owner's tenants, guests or invitees, or both, to use Common Areas and facilities and may levy reasonable fines, not to exceed \$100.00 per violation or \$100.00 per day for a continuing violation, against any Owner or any tenant, guest, or invitee. A fine may be levied on the basis of each day of the continuing violation, with a single notice and opportunity for hearing. The amount of fines shall be determined by the Board and may be amended from time to time without vote of the Members or amendment of this Declaration. The Board shall have the authority to adopt notice and hearing procedures that comply with Florida Statutes Section 720.305. Furthermore, all fines assessed in accordance with the Governing Documents may exceed \$1,000.00 in the aggregate and become a lien against a Lot.
 - (d) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing a building or improvement for which approval from Developer and/or the ARC has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents.
- 8.2 Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorney's fees and disbursements through the appellate level, shall be an enforcement assessment and assessed against the applicable Owner, and shall be due upon written demand by the Association and enforceable as provided in Article VII for unpaid assessments.
- 8.3 Late Fees. Any amount due to Developer or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of \$25.00 and interest at the highest rate allowed by law.

- 8.4 No Waiver. Failure to enforce any right, provision, covenant, condition or restriction herein contained or which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, condition or restriction in the future.
- 8.5 Rights Cumulative. All rights, remedies, and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.
- 8.6 Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests and invitees, and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of Owner, who is responsible for, or connected in any manner with, such parties' presence within the Subdivision. Such Owner shall be liable to the Association for any fine imposed and/or the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid by Owner as an enforcement assessment as provided herein. The failure of Owner to notify any person of the existence of the covenants, conditions, restrictions and other provisions of the Governing Documents shall not in any way act to limit or divest the right to enforcement of these provisions against Owner or such other person.
- 8.7 Certificate as to Default. Upon request by an Owner or mortgagee holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration, including whether all assessments are paid and current.

**ARTICLE IX
RIGHTS RESERVED BY DEVELOPER**

- 9.1 Eminent Domain. INTENTIONALLY OMITTED
- 9.2 Easements for Utilities. Developer reserves a perpetual easement on, over and under all easements within the Subdivision and Common Areas shown on the Subdivision plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigations lines, roadways, natural gas, cable television, and other conveniences or utilities.
- 9.3 Drainage. Drainage flow shall not be obstructed or diverted from drainage easements or Common Areas or from any Lot. All improvements upon any Lot shall be constructed in such a manner as to permit surface drainage to generally continue in the naturally occurring direction and pattern.
- 9.4 Maintenance Easement. Developer and the Association reserve an easement within all designated drainage and utility easements in, on, over, and upon each Lot or Common Area for the sole purpose of preserving, maintaining or improving the easements and Common Areas.
- 9.5 Developer Rights Regarding Temporary Structures, Etc. Developer reserves the right to erect and maintain temporary dwelling, model houses, and/or other structures upon Lots owned by Developer or Developer's assignee and to erect and maintain such commercial and display signs and devices as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of such improvements on the Lots. Nothing contained in these covenants and restrictions shall be construed to restrict the foregoing rights of the Developer.

- 9.6 Further Restrictions, Conditions and Dedications. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot in the Subdivision owned by Developer and on the Common Areas, so long as the easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Common Areas.

**ARTICLE X
GENERAL PROVISIONS**

- 10.1 Mortgage or Conveyance of Common Areas. In addition to any approvals required of Escambia County, any mortgage or conveyance of a Common Area or any portion shall require the approval of at least 51% of the total membership vote.
- 10.2 Future Development Within the Project. Developer reserves to itself the sole and absolute right to determine the timing, method of ownership, and manner of development of any and all phases of the Subdivision and the addition of other property to the Subdivision. In no event shall any provision of this Declaration be construed as imposing upon the Developer any obligation whatsoever to submit to the jurisdiction of the Association or vote of the Members or provisions of this Declaration any additional property, improvements or lots other than those herein described. No consent of the Owners shall be required to add any lands, improvements or portions of additional property to the jurisdiction or ownership of the Association or to subject the same to provisions of this Declaration.
- 10.3 Expandable Association.
- (a) Upon the recordation of this Declaration, the Association shall have as Members all Owners of Lots in that portion of the Subdivision to which this Declaration has been made applicable, and said portion shall be subject to the jurisdiction of the Governing Documents, as amended from time to time.
 - (b) If Developer elects to submit additional property to this Declaration and to the jurisdiction of the Association, the Owners of Lots included therein shall also be members of the Association, and shall enjoy the use of and contribute toward the costs of maintenance, repair and operation of the Common Areas on an equal basis with all other Owners.
 - (c) Any additions of portions of the Subdivision which Developer elects to submit to this Declaration shall be made by filing of record a supplementary declaration of covenants, conditions and restrictions with respect to the additional property, which if applicable shall extend this Declaration to such property.
 - (d) Such supplementary declaration may contain such complementary additions, deletions, and changes to this Declaration as may be required to reflect the different character, if any, of the added properties. In no event, however, shall such supplementary declaration revoke or otherwise modify the covenants, conditions and restrictions established by this Declaration upon the existing subject properties unless properly amended in accordance with the amendment procedures set forth herein.
- 10.4 Notices. Any notice required to be sent to any person pursuant to any provision of this Declaration shall be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his/her last known place of residence, or to such other address as may be furnished to the Association. The effective date of the notice shall be the date of mailing.
- 10.5 No Waiver. The failure of the Association or Developer to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association or Developer to enforce such right, provision, covenant or condition in the future.

- 10.6 Governing Law/Venue. The construction, validity and enforcement of this Declaration shall be determined in accordance with the laws of the State of Florida and the exclusive venue for enforcement of this Declaration shall be Escambia County, Florida.
- 10.7 Assignment. Developer may assign all or any portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed Developer and may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, Declarant has executed this Declaration on this 12th of February, 2015.

DECLARANT:
SIMPATICO AT LEEWARD ESTATES
PHASE I, LLC, a Florida limited liability
company

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: ROLANDO HERNANDEZ

[Signature]
Print Name: Maria Vizcaino

By: [Signature]
Manuel R. Llahues, Managing Member

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 12th day of February, 2015, by Manuel R. Llahues, as President of Leeward Subdivision Homeowners' Association, Inc., who is () personally know to me or (X) produced the following as identification:

DRIVER LICENSE

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC

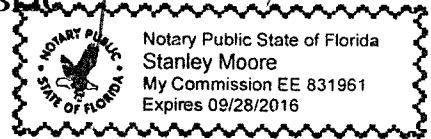
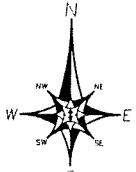


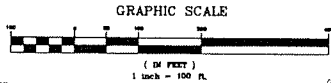
EXHIBIT "A"

LEeward SUBDIVISION PHASE 1

LOCATED IN A PORTION OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA
OCTOBER, 2005

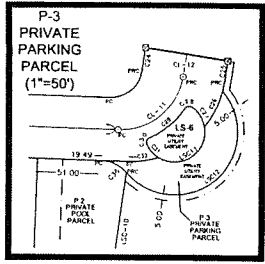
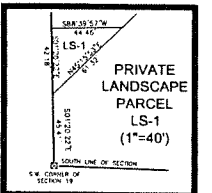
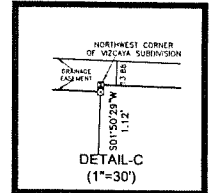
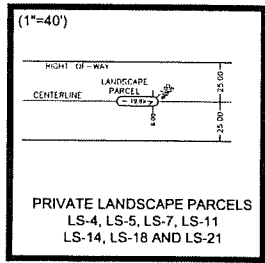
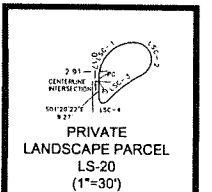
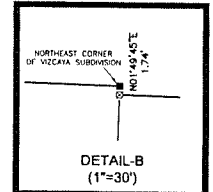
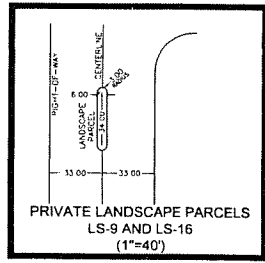
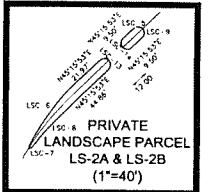
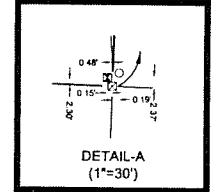
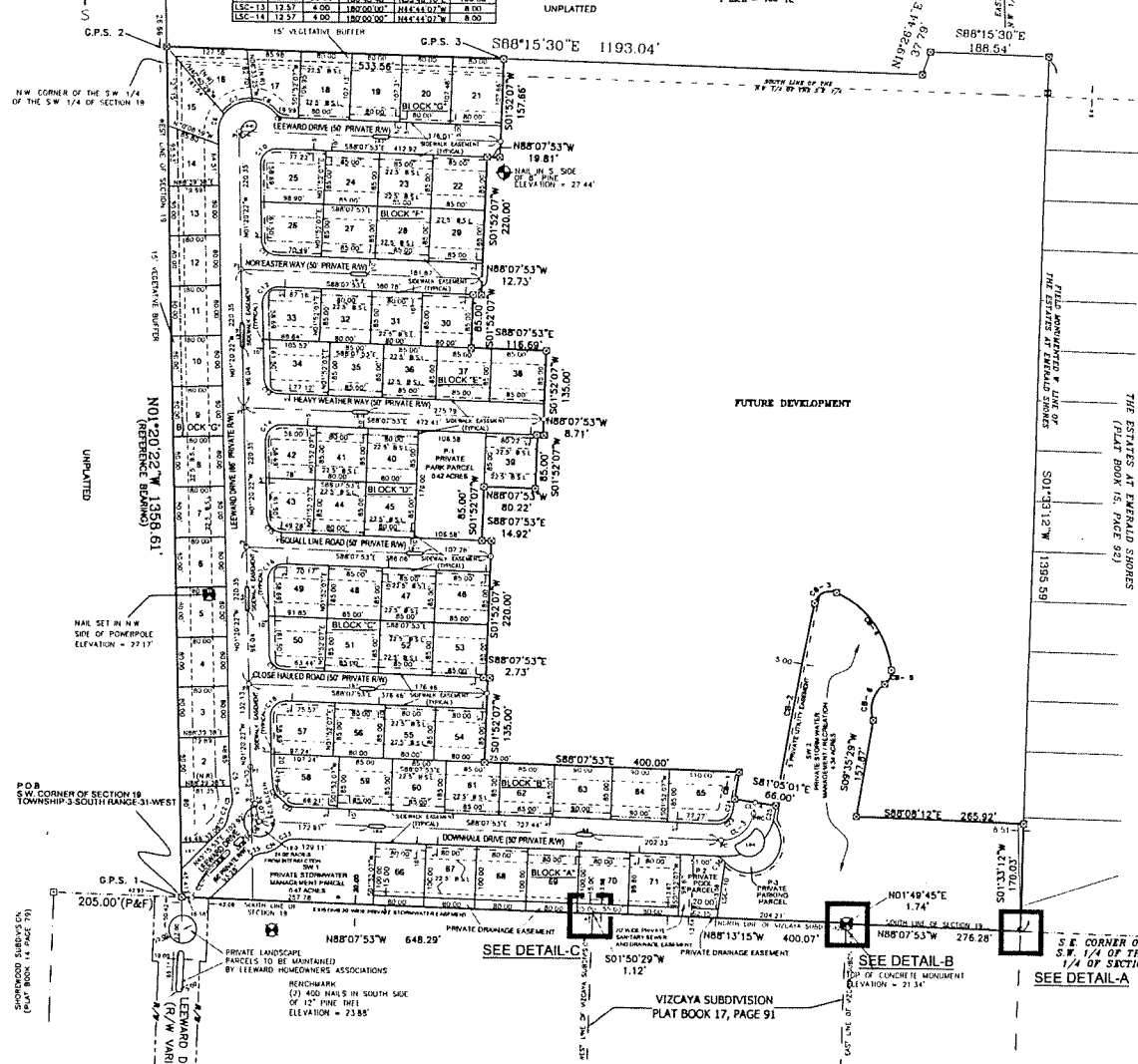


| CURVE | LENGTH | RADIUS | DELTA | BEARING | CHORD |
|-------|--------|--------|-----------|------------|--------|
| LS-1 | 24.74 | 117.00 | 90.0000° | S44.4310°W | 24.97 |
| LS-2 | 21.45 | 8.00 | 151.1430° | N114.243°W | 15.58 |
| LS-3 | 71.30 | 82.00 | 18.4031° | S22.3330°W | 71.21 |
| LS-4 | 4.75 | 2.00 | 132.3765° | N88.1831°E | 5.1 |
| LS-5 | 8.28 | 4.00 | 92.0000° | N88.4107°W | 5.88 |
| LS-6 | 48.80 | 147.00 | 18.0031° | S33.6450°W | 48.87 |
| LS-7 | 3.13 | 1.00 | 180.0000° | S48.3531°E | 2.00 |
| LS-8 | 24.74 | 117.00 | 90.0000° | S44.4310°W | 24.71 |
| LS-9 | 6.28 | 4.00 | 92.0000° | N88.1831°E | 5.88 |
| LS-10 | 80.30 | 80.00 | 90.4761° | S07.3811°W | 80.35 |
| LS-11 | 55.20 | 74.00 | 121.3477° | N52.4810°E | 43.85 |
| LS-12 | 137.75 | 50.00 | 180.4548° | N52.4810°E | 100.00 |
| LS-13 | 17.37 | 4.00 | 180.0000° | N44.4407°W | 8.00 |
| LS-14 | 15.57 | 4.00 | 180.0000° | N44.4407°W | 8.00 |



| CURVE | LENGTH | RADIUS | DELTA | BEARING | CHORD |
|-------|--------|--------|-----------|------------|--------|
| CL-1 | 58.82 | 150.00 | 27.4817° | N33.5244°E | 59.22 |
| CL-2 | 60.83 | 200.00 | 11.3762° | N67.0853°W | 60.72 |
| CL-3 | 73.34 | 50.00 | 83.0710° | N83.1932°E | 63.34 |
| CL-4 | 18.24 | 65.00 | 74.2028° | N68.5033°E | 18.24 |
| CL-5 | 44.20 | 85.00 | 67.5100° | S09.9878°W | 44.20 |
| CL-6 | 330.23 | 454.00 | 125.341° | N10.7174°E | 330.00 |
| CL-7 | 44.84 | 43.00 | 102.4578° | N83.1111°E | 39.08 |
| CL-8 | 158.68 | 150.00 | 102.4571° | S33.5938°E | 151.54 |
| CL-9 | 25.75 | 25.00 | 58.0113° | S24.4512°W | 24.83 |
| CL-8 | 84.74 | 50.00 | 174.1115° | S17.1817°W | 60.51 |

| CURVE | LENGTH | RADIUS | DELTA | BEARING | CHORD |
|-------|--------|--------|-----------|------------|-------|
| C1 | 17.17 | 25.00 | 38.2045° | N22.3020°E | 18.83 |
| C2 | 18.40 | 25.00 | 21.0449° | S12.2232°W | 18.79 |
| C3 | 18.10 | 25.00 | 18.4031° | N22.3330°E | 18.82 |
| C4 | 18.58 | 335.00 | 2.1138° | N82.3141°E | 17.82 |
| C5 | 31.18 | 335.00 | 9.2201° | S04.9121°E | 31.18 |
| C6 | 31.35 | 50.00 | 88.0018° | N44.4417°W | 31.03 |
| C7 | 41.87 | 50.00 | 88.2307° | S84.3028°W | 49.53 |
| C8 | 40.02 | 50.00 | 88.4631° | S44.4407°E | 38.96 |
| C9 | 23.03 | 25.00 | 46.1124° | S84.9211°E | 20.41 |
| C10 | 40.81 | 25.00 | 87.2222° | N44.4407°E | 38.96 |
| C11 | 37.87 | 25.00 | 88.4631° | S44.4407°E | 34.35 |
| C12 | 40.87 | 25.00 | 87.1224° | S44.4407°E | 36.33 |
| C13 | 37.87 | 25.00 | 88.4631° | S44.4407°E | 34.35 |
| C14 | 40.87 | 25.00 | 87.1224° | S44.4407°E | 36.33 |
| C15 | 37.87 | 25.00 | 88.4631° | S44.4407°E | 34.35 |
| C16 | 40.87 | 25.00 | 87.1224° | S44.4407°E | 36.33 |
| C17 | 37.87 | 25.00 | 88.4631° | S44.4407°E | 34.35 |
| C18 | 40.87 | 25.00 | 87.1224° | S44.4407°E | 36.33 |
| C19 | 40.87 | 25.00 | 87.1224° | S44.4407°E | 36.33 |
| C20 | 18.43 | 25.00 | 21.0449° | S12.2232°W | 18.22 |
| C21 | 10.10 | 50.00 | 11.3762° | N67.0853°W | 10.00 |
| C22 | 21.03 | 25.00 | 46.1124° | S84.9211°E | 20.41 |
| C23 | 38.27 | 25.00 | 110.5101° | N52.4810°E | 33.17 |
| C24 | 19.29 | 25.00 | 58.0113° | S24.4512°W | 19.29 |
| C25 | 17.17 | 25.00 | 38.2045° | N22.3020°E | 17.17 |
| C26 | 18.34 | 25.00 | 20.0110° | N24.4811°E | 18.89 |
| C27 | 18.27 | 24.04 | 44.4332° | N32.1853°W | 18.30 |
| C28 | 6.50 | 4.04 | 82.0000° | N88.1831°E | 5.87 |
| C29 | 36.82 | 61.86 | 24.0118° | N51.1071°E | 36.78 |
| C30 | 8.50 | 4.04 | 82.0000° | S21.1115°W | 8.82 |
| C31 | 14.08 | 25.04 | 12.2227° | S12.2232°W | 13.50 |
| C32 | 24.86 | 75.00 | 18.0401° | N22.0081°E | 24.84 |
| C33 | 71.03 | 25.00 | 181.1124° | S87.4628°W | 20.61 |
| C34 | 55.72 | 25.00 | 82.5233° | N48.0011°E | 24.84 |
| C35 | 17.17 | 25.00 | 38.2045° | N22.3020°E | 18.83 |
| C36 | 21.63 | 25.00 | 46.1124° | S84.9211°E | 20.41 |



NW NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
6000 S. W. 11th Street, Pensacola, FL 32506 (904) 438-1002

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND SHALL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK 5762 PAGE(S) 509 PLAT BOOK 18, PAGE 22A

SHEET 2 OF 2



LEEWARD SUBDIVISION PHASE 2A & 2B

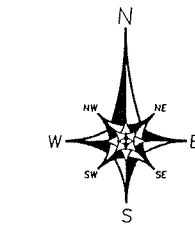
A RECORD PLAT OF
 A SINGLE FAMILY RESIDENTIAL SUBDIVISION
 LOCATED IN A PORTION OF SECTION 19,
 TOWNSHIP 3 SOUTH, RANGE 31 WEST,
 ESCAMBA COUNTY, FLORIDA
 FEBRUARY, 2006

NW NORTHWEST FLORIDA LAND SURVEYING, INC.
 A PROFESSIONAL SERVICE ORGANIZATION
 800 N.W. 11th St., Pensacola, FL 32506 (850) 438-1048



OWNER / DEVELOPER:
 SIMPATICO AT LEEWARD ESTATE
 PHASE 1, LLC
 5041 LEEWARD DRIVE
 PENSACOLA, FLORIDA 32507

| CURVE | LENGTH | RADIUS | DELTA ANGLE | TANGENT | CHORD | CHORD BEARING |
|-------|--------|--------|-------------|---------|--------|---------------|
| CL1 | 42.17 | 23.00 | 87.552° | 37.72 | 37.72 | N01°10'00"W |
| CL2 | 27.00 | 80.00 | 19.471° | 27.00 | 27.00 | S89°32'00"W |
| CL3 | 86.12 | 86.00 | 173.960° | 74.63 | 86.12 | S12°58'00"E |
| CL4 | 80.00 | 80.00 | 90.000° | 56.38 | 56.38 | N01°30'00"E |
| CL5 | 27.00 | 80.00 | 19.471° | 27.00 | 27.00 | S89°32'00"W |
| CL6 | 18.00 | 24.00 | 45.000° | 14.25 | 14.25 | S02°18'00"E |
| CL7 | 27.00 | 80.00 | 19.471° | 27.00 | 27.00 | S89°32'00"W |
| CL8 | 81.00 | 200.00 | 11.263° | 80.73 | 80.73 | N02°01'00"W |
| CL9 | 80.00 | 80.00 | 90.000° | 56.38 | 56.38 | N01°30'00"E |
| CL10 | 88.12 | 200.00 | 10.482° | 87.11 | 88.12 | N01°31'00"W |
| CL11 | 80.00 | 80.00 | 90.000° | 56.38 | 56.38 | N01°30'00"E |
| CL12 | 121.12 | 800.12 | 1.7332° | 120.72 | 121.12 | S11°31'00"W |
| CL13 | 82.12 | 200.00 | 10.202° | 81.22 | 82.12 | N01°30'00"W |
| CL14 | 82.12 | 800.12 | 0.74311° | 81.98 | 82.12 | S11°31'00"W |
| CL15 | 80.00 | 80.00 | 90.000° | 56.38 | 56.38 | N01°30'00"E |
| CL16 | 80.00 | 80.00 | 90.000° | 56.38 | 56.38 | N01°30'00"E |
| CL17 | 100.00 | 800.12 | 0.71322° | 99.47 | 100.00 | S11°31'00"W |
| CL18 | 17.00 | 24.00 | 34.701° | 13.00 | 17.00 | N01°10'00"W |
| CL19 | 40.12 | 40.00 | 74.161° | 35.82 | 40.12 | S12°58'00"E |
| CL20 | 17.00 | 24.00 | 34.701° | 13.00 | 17.00 | N01°10'00"W |
| CL21 | 24.00 | 24.00 | 90.000° | 17.00 | 17.00 | S89°32'00"W |
| CL22 | 37.00 | 80.00 | 23.682° | 35.63 | 37.00 | N04°01'00"E |
| CL23 | 24.12 | 24.00 | 86.311° | 23.82 | 24.12 | N04°01'00"E |
| CL24 | 18.00 | 24.00 | 56.310° | 14.25 | 18.00 | N04°01'00"E |
| CL25 | 18.00 | 24.00 | 56.310° | 14.25 | 18.00 | N04°01'00"E |
| CL26 | 48.12 | 32.00 | 108.111° | 32.00 | 48.12 | S12°58'00"E |
| CL27 | 31.00 | 32.00 | 60.111° | 27.16 | 31.00 | N01°10'00"W |
| CL28 | 80.00 | 80.00 | 90.000° | 56.38 | 80.00 | N01°30'00"E |
| CL29 | 80.00 | 80.00 | 90.000° | 56.38 | 80.00 | N01°30'00"E |
| CL30 | 80.00 | 80.00 | 90.000° | 56.38 | 80.00 | N01°30'00"E |
| CL31 | 80.00 | 80.00 | 90.000° | 56.38 | 80.00 | N01°30'00"E |
| CL32 | 80.00 | 80.00 | 90.000° | 56.38 | 80.00 | N01°30'00"E |
| CL33 | 80.00 | 80.00 | 90.000° | 56.38 | 80.00 | N01°30'00"E |
| CL34 | 80.00 | 80.00 | 90.000° | 56.38 | 80.00 | N01°30'00"E |
| CL35 | 80.00 | 80.00 | 90.000° | 56.38 | 80.00 | N01°30'00"E |
| CL36 | 80.00 | 80.00 | 90.000° | 56.38 | 80.00 | N01°30'00"E |
| CL37 | 80.00 | 80.00 | 90.000° | 56.38 | 80.00 | N01°30'00"E |
| CL38 | 80.00 | 80.00 | 90.000° | 56.38 | 80.00 | N01°30'00"E |
| CL39 | 80.00 | 80.00 | 90.000° | 56.38 | 80.00 | N01°30'00"E |
| CL40 | 80.00 | 80.00 | 90.000° | 56.38 | 80.00 | N01°30'00"E |



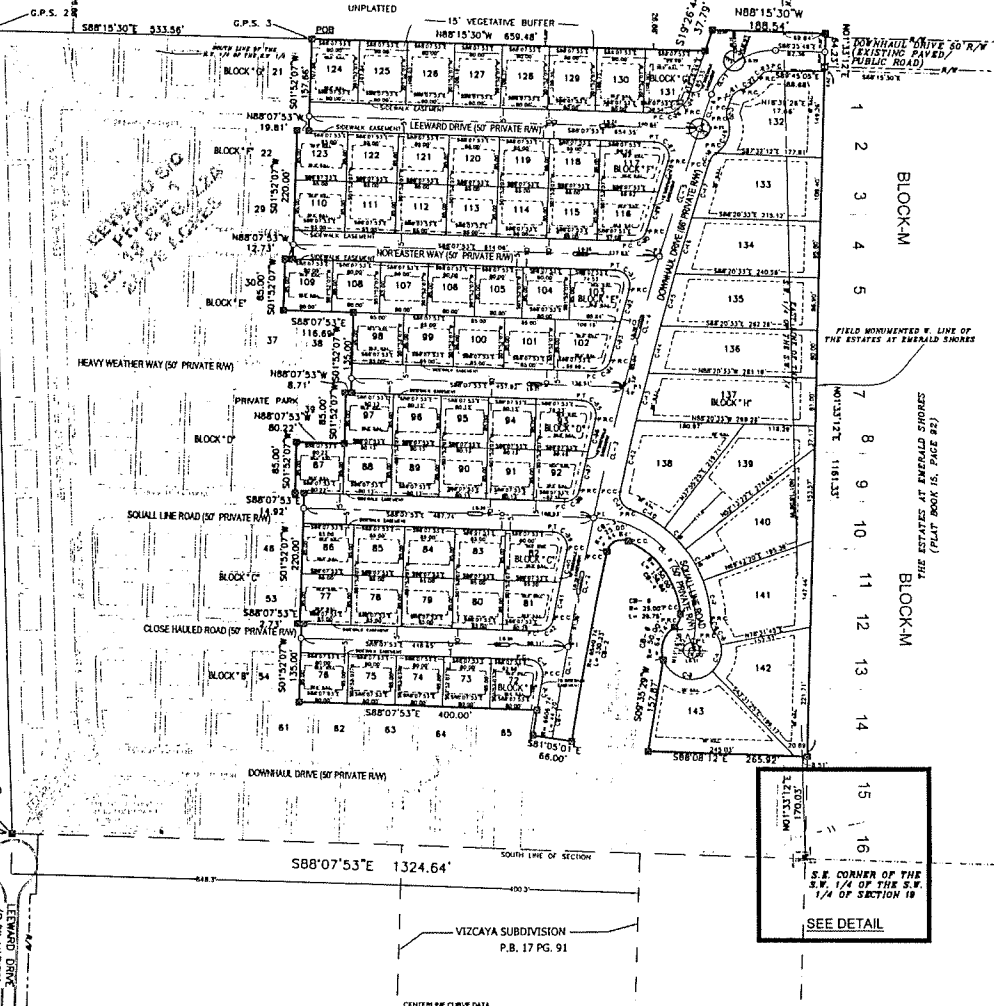
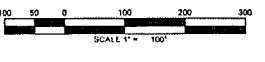
P.O.B. CORNER OF SECTION 18
 TOWNSHIP 3 SOUTH RANGE 31 WEST

G.P.S. 1
 205.00' (P&F)

SHORTWOOD SUBDIVISION
 (PLAT BOOK 14 PAGE 79)

SURVEYOR LEGEND

- BENCHMARK
- HOOD POWER POLE
- OVERHEAD ELECTRIC LINES
- 1/4" CONCRETE MONUMENT 1/4" DIAMETER 1/4" FOUND
- 1/4" CONCRETE MONUMENT 1/4" DIAMETER 1/4" PLACED
- 1/4" CAPPED IRON ROD, 1/4" DIAMETER 1/4" PLACED
- 1/4" IRON PIPE FOUND
- 1/4" CONCRETE MONUMENT 1/4" DIAMETER 1/4" FOUND
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- CENTERLINE CURVE
- LENGTH OF ARC
- PRIVATE LANDSCAPE PARCEL
- MARKER POINT



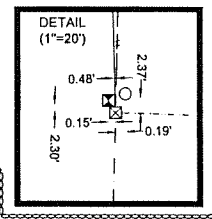
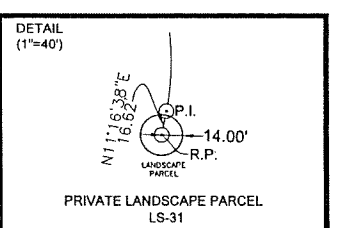
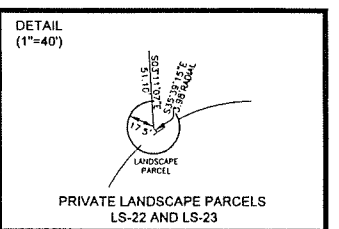
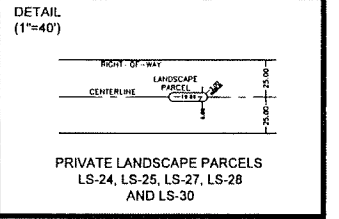
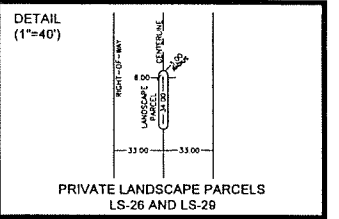
BOUNDARY CURVE DATA

| CURVE | LENGTH | RADIUS | DELTA | BEARING | CHORD BEARING | CHORD DISTANCE |
|-------|--------|---------|----------|-------------|---------------|----------------|
| CB1 | 44.20 | 800.12 | 0.5120° | S08°07'53"E | N89°32'00"W | 44.20 |
| CB2 | 330.27 | 8400.74 | 0.2132° | N01°31'00"E | S89°32'00"W | 330.27 |
| CB3 | 44.84 | 25.00 | 102.614° | N01°31'00"E | S89°32'00"W | 28.98 |
| CB4 | 180.00 | 80.00 | 89.431° | S34°01'45"E | N11°31'00"W | 181.84 |
| CB5 | 24.12 | 24.00 | 86.311° | S12°58'00"E | N04°01'00"E | 24.12 |
| CB6 | 80.00 | 80.00 | 90.000° | S11°31'00"W | N01°30'00"E | 80.00 |

CENTERLINE CURVE DATA

| CURVE | LENGTH | RADIUS | DELTA | BEARING | CHORD BEARING | CHORD DISTANCE |
|-------|--------|---------|----------|-------------|---------------|----------------|
| CL1 | 158.38 | 8125.12 | 0.11220° | N01°30'00"E | S89°32'00"W | 158.38 |
| CL2 | 228.81 | 8125.12 | 0.16437° | N01°30'00"E | S89°32'00"W | 228.81 |
| CL3 | 224.41 | 8125.12 | 0.16217° | N01°31'00"E | S89°32'00"W | 224.41 |
| CL4 | 228.00 | 8125.12 | 0.16414° | N01°31'00"E | S89°32'00"W | 228.00 |
| CL5 | 228.00 | 8125.12 | 0.16414° | N01°31'00"E | S89°32'00"W | 228.00 |
| CL6 | 83.44 | 8125.12 | 0.31131° | N01°30'00"E | S89°32'00"W | 83.44 |
| CL7 | 228.00 | 8125.12 | 0.16414° | N01°30'00"E | S89°32'00"W | 228.00 |
| CL8 | 303.42 | 8125.12 | 0.24331° | S34°01'45"E | N11°31'00"W | 303.42 |

NOTICE:
 THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DESCRIPTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLEMENTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA.



A RECORD PLAT OF

LEEWARD SUBDIVISION PHASE 1

LOCATED IN A PORTION OF SECTION 19,
TOWNSHIP 3 SOUTH, RANGE 31 WEST,
ESCAMBIA COUNTY, FLORIDA
OCTOBER, 2005

NW NORTHWEST FLORIDA LAND SURVEYING, INC.
A PROFESSIONAL SERVICE ORGANIZATION
800 N. W. 16th Avenue, Ft. Lauderdale, FL 33309 (904) 438-1088

DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT ROBERT C. VAIL, PRESIDENT OF SIMPATCO AT LEeward ESTATES PHASE 1, L.L.C., OWNER OF THE LAND HEREIN DESCRIBED AND LEeward SUBDIVISION PHASE 1, JOINED BY FIRST NATIONAL BANK OF FLORIDA, OWNER OF A MORTGAGE ENCUMBERING THE LAND DESCRIBED HEREIN, DO NOT DEDICATE TO THE PUBLIC ANY ROADS, STORM WATER PARCELS, LANDSCAPE PARCELS, SIDEWALK EASEMENTS OR ANY OTHER EASEMENTS AS THEY ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION, AND DO HEREBY AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 10th DAY OF OCTOBER, 2005.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Anna Steadman PRESIDENT OF SIMPATCO AT LEeward ESTATES PHASE 1, L.L.C.
Anna Steadman PRESIDENT OF SIMPATCO AT LEeward ESTATES PHASE 1, L.L.C.
Ernie Lee Magaha CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA
Ernie Lee Magaha CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA
Wanda Joy Wallace SENIOR VICE PRESIDENT FIRST NATIONAL BANK OF FLORIDA

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING,

BEGIN AT A CONCRETE MONUMENT NUMBERED 7277 MARKING THE SOUTHWEST CORNER OF SECTION 19, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO NORTH 01 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 19 A DISTANCE OF 1358.81 FEET TO A PLACED CONCRETE MONUMENT NUMBERED 7277 BEING 20.84 FEET NORTH ALONG SAID WEST LINE FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE GO SOUTH 88 DEGREES 15 MINUTES 30 SECONDS EAST AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 438.00 FEET TO A PLACED CONCRETE MONUMENT NUMBERED 7277; THENCE GO SOUTH 01 DEGREES 52 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 157.88 FEET; THENCE GO NORTH 88 DEGREES 07 MINUTES 33 SECONDS WEST, FOR A DISTANCE OF 18.81 FEET; THENCE GO SOUTH 01 DEGREES 52 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 220.00 FEET; THENCE GO NORTH 88 DEGREES 07 MINUTES 33 SECONDS WEST, FOR A DISTANCE OF 12.73 FEET; THENCE GO SOUTH 01 DEGREES 52 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 83.00 FEET; THENCE GO SOUTH 88 DEGREES 07 MINUTES 33 SECONDS WEST, FOR A DISTANCE OF 114.89 FEET; THENCE GO SOUTH 01 DEGREES 52 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 8.71 FEET; THENCE GO NORTH 88 DEGREES 07 MINUTES 33 SECONDS WEST, FOR A DISTANCE OF 85.00 FEET; THENCE GO SOUTH 01 DEGREES 52 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 80.22 FEET; THENCE GO SOUTH 88 DEGREES 07 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 85.00 FEET; THENCE GO SOUTH 01 DEGREES 52 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 230.00 FEET; THENCE GO SOUTH 88 DEGREES 07 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 14.82 FEET; THENCE GO SOUTH 01 DEGREES 52 MINUTES 07 SECONDS WEST, FOR A DISTANCE OF 135.00 FEET; THENCE GO SOUTH 88 DEGREES 07 MINUTES 33 SECONDS EAST, FOR A DISTANCE OF 40.00 FEET TO THE POINT OF CURVE OF A HIGH TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 88 DEGREES 07 MINUTES 33 SECONDS EAST, A RADIAL DISTANCE OF 4,808.74 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 90 DEGREES 23 MINUTES 00 SECONDS, A DISTANCE OF 44.23 FEET; (A CHORD BEARING OF SOUTH 08 DEGREES 04 MINUTES 29 SECONDS WEST, A CHORD DISTANCE OF 44.20 FEET); THENCE GO SOUTH 81 DEGREES 05 MINUTES 01 SECONDS EAST, FOR A DISTANCE OF 8,840.74 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 02 DEGREES 53 MINUTES 34 SECONDS, A DISTANCE OF 330.23 FEET; (A CHORD BEARING OF NORTH 10 DEGREES 21 MINUTES 48 SECONDS EAST, A CHORD DISTANCE OF 330.20 FEET); TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 102 DEGREES 45 MINUTES 16 SECONDS; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 44.84 FEET; (A CHORD BEARING OF NORTH 83 DEGREES 11 MINUTES 17 SECONDS EAST, A CHORD DISTANCE OF 170.03 FEET); TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 80 DEGREES 40 MINUTES 31 SECONDS; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 158.85 FEET; (A CHORD BEARING OF SOUTH 33 DEGREES 05 MINUTES 45 SECONDS EAST, A CHORD DISTANCE OF 151.54 FEET); TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 59 DEGREES 01 MINUTES 15 SECONDS; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 25.75 FEET; (A CHORD BEARING OF SOUTH 24 DEGREES 45 MINUTES 12 SECONDS WEST, A CHORD DISTANCE OF 24.83 FEET); TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 74 DEGREES 11 MINUTES 15 SECONDS; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 84.74 FEET; (A CHORD BEARING OF SOUTH 17 DEGREES 10 MINUTES 17 SECONDS WEST, A CHORD DISTANCE OF 60.31 FEET); THENCE GO SOUTH ON DEGREES 35 MINUTES 28 SECONDS WEST, FOR A DISTANCE OF 187.87 FEET; THENCE GO SOUTH 88 DEGREES 08 MINUTES 12 SECONDS EAST, FOR A DISTANCE OF 385.82 FEET; THENCE GO SOUTH 01 DEGREES 53 MINUTES 12 SECONDS WEST, FOR A DISTANCE OF 170.03 FEET TO THE POINT OF CURVE OF A HIGH TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 88 DEGREES 07 MINUTES 33 SECONDS WEST, FOR A DISTANCE OF 276.28 FEET TO THE EAST LINE OF SAID VICAYA SUBDIVISION, AS RECORDED IN PLAT BOOK 17 AT PAGE 81, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 01 DEGREES 49 MINUTES 45 SECONDS EAST ALONG SAID EAST LINE OF SAID VICAYA SUBDIVISION FOR A DISTANCE OF 174.74 FEET TO THE NORTHEAST CORNER OF SAID VICAYA SUBDIVISION FOR A DISTANCE OF 400.00 FEET TO THE NORTHEAST CORNER OF SAID VICAYA SUBDIVISION; THENCE GO SOUTH 01 DEGREES 50 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID VICAYA SUBDIVISION A DISTANCE OF 1.12 FEET TO THE ADJACENT SOUTH LINE OF SECTION 19; THENCE GO NORTH 88 DEGREES 07 MINUTES 33 SECONDS WEST ALONG SAID SOUTH LINE OF SECTION 19 FOR A DISTANCE OF 848.28 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES:

- 1. THE BEARINGS AS SHOWN HEREON ARE INTERFERED TO THE ASSUMED BEARING OF NORTH 01 DEGREES 20 MINUTES 22 SECONDS WEST ALONG THE WEST LINE OF THE PROPERTY AS PER DEEDS OF RECORD AND DEDICATED MONUMENTATION.
- 2. THE SURVEY DATA AS SHOWN HEREON IS INTERFERED TO DEEDS OF RECORD, THE RECORD PLAT OF THE ESTATES AT LEeward ESTATES AS RECORDED IN PLAT BOOK 18 AT PAGE 87 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THE RECORD PLAT OF SHORWOOD AS RECORDED IN PLAT BOOK 14 AT PAGE 18 OF SAID PUBLIC RECORDS AND TO EXISTING FIELD MONUMENTATION.
- 3. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
- 4. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY NORTHWEST FLORIDA LAND SURVEYING, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, PROFITS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF THE SUBJECT PROPERTY.
- 5. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE 1, BASE FLOOD ELEVATION N/A, AS DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, (UNINCORPORATED AREAS), COMMUNITY PANEL NUMBER 12033C 032A F, REVISED FEBRUARY 23, 2000.
- 6. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
- 7. ALL BEARINGS AND DISTANCES AS SHOWN HEREON ARE AS PER DESCRIPTION AND FIELD INFORMATION, UNLESS OTHERWISE NOTED.
- 8. THE PLAT AS SHOWN HEREON WAS PREPARED BY NORTHWEST FLORIDA LAND SURVEYING, INC., 800 NORTH "W" STREET, GAINESVILLE, FLORIDA 32601, TELEPHONE: (352) 387-0775, FAX: (352) 373-5616 IS THE ENGINEER OF RECORD, PROFESSIONAL LAND SURVEYOR NO. 3027.
- 9. MARSH R. LEAHY'S, P.E., NO. 58223, FOR VUL ENGINEERING AND ENVIRONMENTAL, INC., 828 N.W. 16TH AVENUE #2, GAINESVILLE, FLORIDA 32601, TELEPHONE: (352) 387-0775, FAX: (352) 373-5616 IS THE ENGINEER OF RECORD.
- 10. THE SURVEY AS SHOWN HEREON COMPLETES WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA.
- 11. THERE MAY BE ADDITIONAL RESTRICTIONS THAT WILL NOT BE RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
- 12. ALL LOT CORNERS, P.B.'S AND P.C.'S WILL BE PLACED IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLAT ACT CHAPTER 177, SECTIONS 177.011-177.151, FLORIDA STATUTES AND MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYORS IN THE STATE OF FLORIDA, RULE 6107-6.
- 13. UTILITY EASEMENTS AS SHOWN HEREON ARE TO INCLUDE CABLE TELEVISION IN ACCORDANCE WITH PLAT ACT CHAPTER 177.09(1)(8).
- 14. ALL SIDEWALKS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- 15. THE PARCELS OF LAND SHOWN HEREON CONTAINS 207.2 ACRES AND IS BEING SUBDIVIDED INTO 71 LOTS.
- 16. THE PROPERTY AS SHOWN HEREON IS OWNED AND BEING DEVELOPED BY SIMPATCO AT LEeward ESTATES PHASE 1 L.L.C., 828 N.W. 16TH AVENUE, GAINESVILLE, FLORIDA 32601.
- 17. ALL DEEDS-2003-A AUTHORIZED A 10% ADMINISTRATIVE VARIANCE FOR THE PROCEEDS FROM AND FROM SETBACKS ON ALL LOTS WITHIN LEeward SUBDIVISION PHASE 1, THE ADMINISTRATIVE VARIANCE WAS GRANTED ON 6/23/03.

COUNTY CLERK'S CERTIFICATE

COUNTY CLERK'S CERTIFICATE
COUNTY OF ESCAMBIA
I, ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLETES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151) OF THE LEGISLATURE OF FLORIDA AND THE SAME WAS FILED FOR RECORD IN PLAT BOOK 18 AT PAGE 87 OF THE PUBLIC RECORDS OF SAID COUNTY ON THIS 10th DAY OF OCTOBER, 2005.
Ernie Lee Magaha
ERNIE LEE MAGAHA

CERTIFICATE OF ATTORNEY:

CERTIFICATE OF ATTORNEY:
I, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE.
Melissa Tapanes Llahues, Esq.
FRONT NAME
SIGN DATE 10-13-05

ACKNOWLEDGMENT OF DEDICATION

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY OF OCTOBER, 2005 BY ROBERT C. VAIL, PRESIDENT OF SIMPATCO AT LEeward PHASE 1, L.L.C., WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES AS SET FORTH HEREIN.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 10th DAY OF OCTOBER, 2005.
Wanda Joy Wallace
SIGNATURE
Wanda Joy Wallace
FRONT NAME
COMMISSION NUMBER
MY COMMISSION EXPIRES

ACKNOWLEDGMENT OF DEDICATION

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY OF OCTOBER, 2005 BY BEN OTIS, SENIOR VICE PRESIDENT OF FIRST NATIONAL BANK OF FLORIDA, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES AS SET FORTH HEREIN.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 10th DAY OF OCTOBER, 2005.
Wanda Joy Wallace
SIGNATURE
Wanda Joy Wallace
FRONT NAME
COMMISSION NUMBER
MY COMMISSION EXPIRES

CERTIFICATE OF APPROVAL

BOARD OF COUNTY COMMISSION OF ESCAMBIA COUNTY
THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AND WAS APPROVED BY SAID BOARD FOR PLACING IN THE PUBLIC RECORDS OF SAID COUNTY, AT THE MEETING HELD ON THE 10th DAY OF OCTOBER, 2005.
APPROVED:

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT ERNIE LEE MAGAHA
Wanda Joy Wallace
COUNTY ENGINEER, DIRECTOR OF ENGINEERING
RICHARD DUANE, P.E.
Rob Working 10/21/05
COUNTY SURVEYOR
ROB WORKING, P.S.M.
Peter Aluotto 10-26-05
DIRECTOR OF PLANNING AND ZONING
PETER ALUOTTO, ACP

TYPICAL BUILDING SETBACKS

- FRONT - 22' 0"
- REAR - 22' 0"
- SIDE - 10% OF LOT WIDTH
- OR 10', WHICHEVER IS LEAST

DENOTES

- - PERMANENT INTERFERENCE MONUMENT
- - PERMANENT CONTROL POINT
- - POINT OF CURVATURE
- - POINT OF INTERSECTION
- - POINT OF TANGENCY
- - POINT OF REVERSE CURVATURE
- - POINT OF BIFURCATION
- - BUILDING SETBACK LINE
- - NON-MONUMENT
- - GLOBAL POSITIONING SATELLITE
- - UNLIMITED
- - SECONDS
- - 4"x4" CONCRETE MONUMENT, MARKED 7277/B, PLACED (P.W.)
- - ALLOY COPPER AND IRON ROD, MARKED 7277/B, PLACED (P.C.P.)
- - 4"x4" CONCRETE MONUMENT, MARKED 4828/B FOUND
- - 4"x4" CONCRETE MONUMENT, UNMARKED 4828/B FOUND
- - 2" IRON PIPE, UNMARKED, FOUND
- - BENCHMARK

STATION PLANE COORDINATES

| STATION | NORTHING | EASTING | LATITUDE | LONGITUDE | SCALE FACTOR | CONVERGENCE |
|---------|---------------|----------------|-----------------|------------------|--------------|-----------------|
| CP-1 | 185521.187711 | 1083118.811111 | 30° 18' 52.285" | 82° 19' 08.010" | 0.9999925 | -01' 28" 30.89" |
| CP-2 | 185521.187711 | 1083118.811111 | 30° 18' 52.285" | 82° 19' 08.010" | 0.9999925 | -01' 28" 30.89" |
| CP-3 | 184852.201811 | 1083263.219111 | 30° 20' 32.295" | 82° 22' 03.288" | 0.9999927 | -01' 28" 27.77" |
| SP-1 | 185521.187711 | 1083258.228111 | 30° 18' 19.284" | 82° 21' 22.2418" | 0.9999925 | -01' 28" 07.08" |

FORMULA TO CONVERT GRID DISTANCE TO GROUND (GEOIDIC) DISTANCE:

$$\text{MEAN SCALE FACTOR (MSF)} = \frac{SE + SW}{2}$$
$$\text{GROUND (GEOIDIC) DISTANCE} = \frac{\text{GRID DISTANCE}}{\text{MSF}}$$

NOTE:

THE COORDINATES AS SHOWN ABOVE WERE ESTABLISHED BY G.P.S. OBSERVATION USING THE ESCAMBIA COUNTY CONTROL MONUMENT EST. 1187. THE COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 USING THE LAURENCE PROJECTION OF T.M. FLORIDA NORTH ZONE.

ENGINEERS CERTIFICATE

I HEREBY CERTIFY THAT I AM THE "ENGINEER" OF RECORD FOR LEeward SUBDIVISION PHASE 1.
Melissa Tapanes Llahues 10-13-2005
MARSH R. LEAHY, P.E., NO. 58223,
FOR VUL ENGINEERING AND ENVIRONMENTAL, INC.,
828 N.W. 16TH AVENUE #2, GAINESVILLE, FLORIDA, 32601,
(352) 387-0775.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET, AND THAT THE SURVEY DATA COMPLETES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT CHAPTER 177, SECTIONS 177.011-177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME, AND THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
Ernie Lee Magaha 10-18-05
ERNIE LEE MAGAHA, P.S.M., NO. 3027
NORTHWEST FLORIDA LAND SURVEYING, INC.
STATE OF FLORIDA CORPORATION NUMBER: 7277



NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SURVEYED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT - THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

EXHIBIT "B"

N05000001322

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

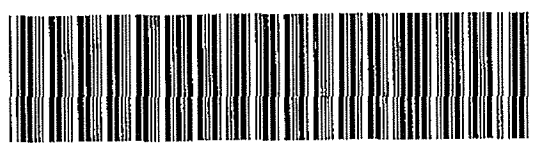
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(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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OFFICE USE ONLY(DOCUMENT #)

LAZARUS CORPORATE FILING SERVICE

3320 S.W. 87 AVENUE

MIAMI, FLORIDA (305)552-5973

OFFICE USE ONLY

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. LEEWARD SUBDIVISION HOMEOWNERS
(Corporation Name) (Document #)
2. ASSOCIATION, INC.
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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 Certificate of Status

| NEW FILINGS | |
|-------------------------------------|-------------------|
| <input type="checkbox"/> | Profit |
| <input checked="" type="checkbox"/> | NonProfit |
| <input type="checkbox"/> | Limited Liability |
| <input type="checkbox"/> | Domestication |
| <input type="checkbox"/> | Other |

| AMENDMENTS | |
|--------------------------|---------------------------------------|
| <input type="checkbox"/> | Amendment |
| <input type="checkbox"/> | Resignation of R.A., Officer/Director |
| <input type="checkbox"/> | Change of Registered Agent |
| <input type="checkbox"/> | Dissolution/Withdrawal |
| <input type="checkbox"/> | Merger |

| OTHER FILINGS | |
|--------------------------|------------------|
| <input type="checkbox"/> | Annual Report |
| <input type="checkbox"/> | Fictitious Name |
| <input type="checkbox"/> | Name Reservation |

| REGISTRATION/QUALIFICATION | |
|----------------------------|---------------------|
| <input type="checkbox"/> | Foreign |
| <input type="checkbox"/> | Limited Partnership |
| <input type="checkbox"/> | Reinstatement |
| <input type="checkbox"/> | Trademark |
| <input type="checkbox"/> | Other |

Examiner's Initials

LEEWARD SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.

The undersigned, acting as incorporator of **LEEWARD SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.**, for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, certifies as follows:

**ARTICLE I
NAME OF CORPORATION**

The name of the corporation shall be **LEEWARD SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.**, hereinafter sometimes referred to as the "Association". The mailing address of this corporation is 4991 Leeward Dr Pensacola, FL 32507.

**ARTICLE II
EFFECTIVE DATE**

The effective date of this corporation shall be as of the date of filing of these Articles of Incorporation with the Secretary of State of the State of Florida.

**ARTICLE III
DEFINITIONS**

All definitions in the DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS for **LEEWARD SUBDIVISION** (the "Declaration") as same shall be recorded in the Public Records of Escambia County, Florida, are incorporated hereby by reference and made a part hereof.

**ARTICLE IV
PURPOSE OF THE ASSOCIATION**

The general nature, objectives and purposes of the Association are as follows:

1. To promote the recreation, health, safety and social welfare of the owners and residents of the Property referred to as **LEEWARD SUBDIVISION** in the Declaration.
2. To own, maintain, repair and insure the "Common Area" as defined in the Declaration.
3. To operate without profit for the sole and exclusive benefit of its Members.
4. To perform all of the functions contemplated of the Association, and undertaken by the Board of Directors of the

Association, in the Declaration.

**ARTICLE V
POWERS AND DUTIES**

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

1. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and as the same may be amended from time to time as therein provided; said Declaration being incorporated herein as if set forth at length.

2. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

3. To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

4. To delegate power or powers where such is deemed in the interest of the Association.

5. To fix, levy, collect and enforce payment by any lawful means, all charges or assessments for the Association pursuant to the terms of the Declaration or By-Laws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Common Area.

6. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing for an all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

7. To establish a budget and to fix assessments to be levied against property located in **LEEWARD SUBDIVISION** in accordance with the Declaration, to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with management companies and such other organizations for the collection of such assessments.

8. To charge recipients for services rendered by the Association and the user for use of the Association Property (which may be owned by the Association or over which the Association has a right of use) when such is deemed appropriate by the Board of Directors of the Association.

9. To pay taxes and other charges, if any, on or against real property owned, accepted or maintained, provided it is part of the Common Area, by the Association.

10. To borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

11. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective without obtaining prior written consent of Developer for so long as Developer owns a Lot or Unit.

12. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area. Annexation of additional properties, mergers and consolidations, mortgaging of Common Areas, dissolution and amendment of the Articles require prior approval of HUD/VA as long as there is a Class "B" Membership.

13. To contract for management of the Association and to delegate in such contract all or any part of the delegable powers and duties of the Association, and to contract for services to be provided the Owners, such as, but not limited to, garbage pickup, security system, including personnel and the manning of a guardhouse, utilities and a master antenna or cable television and/or radio system. All Members of the Association shall be bound by such contracts regardless of whether they desire or use the service.

14. To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the laws of the State of Florida, except as prohibited herein.

**ARTICLE VI
MEMBERSHIP AND VOTING RIGHTS**

1. Every person or entity who is an Owner of an undivided fee interest in any Lot or Unit is entitled to Membership and voting rights in the Association. Membership is appurtenant to and inseparable from ownership of the Lot.

2. The presence at the meeting of Members entitled to cast, or of the proxies entitled to cast, a majority of the votes of the Association shall constitute a quorum for any action.

3. The Association shall have two (2) classes of voting Members:

Class "A". Class "A" Members shall be all those owners as defined in Section 1 of this Article with the exception of the Developer (as long as the Class "B" Membership shall exist, and thereafter, the Developer shall be a Class "A" Member, to the extent it would otherwise qualify). Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interests required by membership by Section 1, which vote shall be cast by a Voting Member on their behalf in accordance with the procedures set forth in the Association's By-Laws.

Class "B ". The Class "B" Member shall be the Developer. The Class "B" Member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time on behalf of the Class "A" Members. The Class "B" Membership (Developer's weighted vote) ceases and converts to Class "A" Membership upon the earlier of the following:

A. Three (3) months after ninety (90%) percent of the Lots (or Units) in **LEEWARD SUBDIVISION** have been sold and conveyed by Developer to Members, or

B. Upon the relinquishment of control by the Developer whereupon the then existing Members shall be obligated to elect the Board of Directors of the Association and to assume control of the Association.

**ARTICLE VII
BOARD OF DIRECTORS**

1. The affairs of the Association shall be managed by a Board of three (3) Directors. The Developer shall have the right to appoint all of the members of the Board of Directors until such time as Class "A" Members assume control of the Association, as provided for in Article VI of these Articles and in Article III of the Declaration.

2. The name and address of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|--------------------------|---|
| <u>Robert C. Vail</u> | <u>928 NW 16th Ave Gainesville, FL 32601</u> |
| <u>Manuel R. Llahues</u> | <u>2539 S. Bayshore Dr #419 Miami, FL 33133</u> |
| <u>Ivan Garcia</u> | <u>411 Greve Rd Pensacola, FL 32507</u> |

3. At such time as the Members of the Association are permitted to elect Directors, any Director elected by the Class A Members, may be removed from the Board with or without cause, by a majority vote of all Members of the Association entitled to vote. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve the unexpired term of his predecessor.

4. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed and

substituted by Developer, at its sole option and discretion.

5. Notwithstanding anything herein to the contrary, the Developer shall be entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the Lots (or Units)

**ARTICLE VIII
SUBSCRIBERS**

The subscribers to these Articles of Incorporation are the persons herein named to act as Members of the first Board of Directors of the corporation, the names of which subscribers and their respective post office addresses are more particularly set forth in Article VII.

**ARTICLE IX
OFFICERS**

The officers of the Corporation who shall serve until the first election under these Articles of Incorporation are:

| | |
|--------------------------|----------------|
| <u>Manuel R. Llahues</u> | PRESIDENT |
| <u>Robert C. Vail</u> | VICE-PRESIDENT |
| <u>Ivan Garcia</u> | SECRETARY |
| <u>Ivan Garcia</u> | TREASURER |

**ARTICLE X
DURATION**

The Association shall have perpetual existence.

**ARTICLE XI
BY-LAWS**

The Board of Directors shall adopt By-Laws consistent with these Articles. Thereafter, such By-Laws may be altered or rescinded only in the manner provided in the said By-Laws.

**ARTICLE XII
AMENDMENTS**

These Articles shall be amended in the following manner:

1. The Articles of Incorporation may be altered, amended or repealed by resolution of the Board of Directors and with the approval of at least two-thirds (2/3) of the Lot Owners. No amendment affecting the Developer, its successors or assigns, as Developer of **LEEWARD SUBDIVISION** shall be effective without the prior written consent of the Developer or its successors or assigns.

2. Filing. The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President or by its Secretary or Assistant Secretary and acknowledged by one of the

officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the Members.

Such Articles of Amendment shall be filed, along with, the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of State of Florida.

**ARTICLE XIII
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The association shall and does hereby agree to indemnify, defend and hold harmless every Director and every officer, their heirs, personal representatives, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association, including reasonable attorneys' fees through all appeals, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other indemnification rights to which such Director or officer may be entitled, by law or otherwise.

**ARTICLE XIV
AUTHORITY TO CONTRACT**

No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board of Directors thereof which authorized the contract or the transaction, or solely because of his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

**ARTICLE XV
ELECTION OF OFFICERS**

The Board of Directors shall elect the President, Secretary and Treasurer; and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors may determine. The President shall be elected from among the members of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible.

**ARTICLE XVI
DISSOLUTION**

Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property, if any, contributed to the Association without receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to the Class B Member, unless it refuses to accept the conveyance (in whole or in part).

2. Dedication to any applicable municipal or other governmental authority or to a nonprofit organization with similar purposes of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

3. Remaining assets shall be distributed among the members subject to the limitation set forth below, as tenants in common, each member's share of the assets to be determined in accordance with its voting rights.

4. Upon expiration of the term of the Declaration, the Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of any appropriate decrees as set forth in Chapter 617 of the Florida Statutes, or statute of similar import, and approved by two-thirds (2/3) of all votes entitled to be cast by the Members of the Association entitled to vote thereon.

ARTICLE XVII
REGISTERED AGENT

The initial Registered Agent for this corporation shall be Juan E. Figueroa, ESQ., and the initial Registered Agent's office shall be located at 7050 SW 86th Avenue Miami, FL 33143.

The mailing address of the corporation shall be 4991 Leeward Dr Pensacola, FL 32507

The name and street address of the incorporator is: Ivan Garcia 411 Greve Rd Pensacola, FL 32507

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 14th day of January, 2003. IG

Ivan Garcia
Ivan Garcia

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 14th day of January, 2003 by Ivan Garcia, or who is personally known to me, and who did (did not) take an oath.

Laurie Strobo Laurie Strobo
Notary Public
State of Florida at Large

My Commission expires:

Commission Number: LAURIE STROBO
Notary Public - State of Florida
My Commission Expires June 24, 2008
Commission No. DD 332377

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been named as registered agent for **LEEWARD SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.**, at the place designated in said Articles of Incorporation, I, hereby agree to accept service of process for said corporation and to comply with any and all statutes relative to the complete and proper performance of the duties of registered agent.

Jan E. Fifer
Registered Agent

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EXHIBIT "C"

AMENDED AND RESTATED
BYLAWS OF LEEWARD SUBDIVISION HOMEOWNERS' ASSOCIATION, INC.

THIS AMENDED AND RESTATED BYLAWS OF LEEWARD SUBDIVISION SPECIFICALLY AND COMPLETELY SUPERSEDES AND REPLACES ALL PREVIOUSLY EXECUTED VERSIONS OF THE BYLAWS AND AMENDMENTS THERETO.

ARTICLE I
DEFINITIONS

- 1.1 Terms defined in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Leeward Subdivision, recorded in the Public Records, have the same meanings in these Bylaws as ascribed thereto in the Declaration.

ARTICLE II
NAME AND PLACE

- 2.1 The name of the corporation is Leeward Subdivision Homeowners' Association, Inc. The principal office of the Association will be located in Escambia County, Florida, but meetings of Members and the Board may be held at such places either within or outside the State of Florida as may be designated by the Board and/or required by the Association's affairs.

ARTICLE III
MEETINGS OF MEMBERS

- 3.1 Annual Meeting. The annual meeting of the Association membership will be held at the office of the Association or at such other place in the State of Florida as may be designated by the Board or the President of the Association. The annual meeting will be held in January of each year unless otherwise determined by the Board.
- 3.2 Special Meetings. Unless specifically provided otherwise herein or in the Declaration, special meetings of the membership will be held when directed by the President or the Board or when requested in writing by Members holding a majority of the votes having the right to vote at such meeting. The call for such meetings will be issued by the Secretary.
- 3.3 First Meeting. The first meeting of the Members, whether an annual or a special meeting, shall be held within thirty (30) days after the date upon which Developer's Class B membership has converted to Class A membership.
- 3.4 Notice of Meetings.
- (a) Written notice of each meeting of Members shall be given by the Secretary or other Person authorized to call the meeting and delivered to each Member of record entitled to vote at such meeting not less than ten (10) days nor more than sixty (60) days prior to the date on which the meeting is to take place, by either personal delivery, electronically transmitting to the address Member supplied to the Association for the purpose of receiving notice, or mailing a copy of such notice to the Member's last address appearing on the records of the Association or supplied by such Member to the Association for the purpose of receiving notice. Said notice will specify the day, hour, and place of the meeting and, in the case of a special meeting, the purpose of the meeting. In the case of an emergency, said notice shall be sufficient if delivered four (4) days prior to the date on which the meeting is to take place.

- (b) **Waivers of Notice.** Whenever any notice is required to be given to any Member under these Bylaws, the Articles of Incorporation, or the Florida Business Not-for-Profit Corporation Act, a written waiver of notice, signed anytime by the Member entitled to notice shall be equivalent to giving notice. Attendance by a Member entitled to vote at a meeting, in person or by proxy, shall constitute a waiver of notice of the meeting, except when the member attends a meeting solely for the purpose, expressed at the beginning of the meeting, of objecting to the transaction of any business because the meeting is not lawfully called or convened.
- 3.5 **Quorum and Voting.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, 51% of the votes of the Association shall constitute a quorum. If a quorum is present, the affirmative vote of a majority of the shares entitled to vote on the matter is the act of the Members unless otherwise provided by law. After a quorum has been established at a Members' meeting, a withdrawal of Members that reduces the number of Members entitled to vote at the meeting below the number required for a quorum does not affect the validity of an adjournment of the meeting or an action taken at the meeting prior to the Members' withdrawal.
- 3.6 **Proxies.** At all meetings of Members, a Member may vote either in person or by proxy executed in writing by the Member or his duly authorized attorney-in-fact. All proxies will be in writing and filed with the Secretary. Proxies will be revocable, and the proxy of any Owner will automatically terminate on conveyance of a Lot.
- 3.7 **Fixing Record Date.** For the purpose of determining the Members for any purpose, the Board may fix a record date, which shall be not more than sixty days before the date on which the action requiring the determination is to be taken. If the purpose is to determine the Members entitled to vote at a meeting, the record date shall be at least ten days before the date on which the action is to be taken. If no record date is fixed for the determination of Members, the date on which notice of the meeting is delivered or the date on which the Board adopts a resolution authorizing the action that would require a determination of Members shall be the record date.

**ARTICLE IV
BOARD OF DIRECTORS**

- 4.1 **Number.** The affairs of the Association will be managed by a board of three (3) directors.
- 4.2 **Board During Class B Membership.** So long as there is a Class B membership of the Association, control of the Board shall be vested in Developer and Developer shall appoint all directors. Directors appointed by Developer need not be Owners and shall serve indefinitely at Developer's pleasure.
- 4.3 **Qualifications.** After termination of Class B membership, each director will be an Owner or, if an Owner is a corporation, partnership, trust, or limited liability company, a director may be an officer, partner, or beneficiary of such Owner. If a director no longer meets such qualifications during the term, he or she will cease to be a director and his or her place on the Board will be deemed vacant.
- 4.4 **Terms.** At their first annual meeting, the Members will elect 1 director for a term of 1 year, 1 director for a term of two (2) years, and one (1) director for a term of three (3) years. At each annual meeting thereafter, the members will elect one (1) director for a term of three (3) years. At the expiration of any term, any director may be re-elected.
- 4.5 **Removal and Appointment of Successor.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation, or removal of a director, a successor will be selected by the remaining members of the Board and will serve for the unexpired term of the predecessor.

- 4.6 Compensation. The Association shall not compensate a director for acting as such. The Association may reimburse any director for expenses incurred on the Association's behalf if approved by a majority of the other directors. In addition, nothing herein shall prohibit the Association from compensating a director for services or supplies he or she furnishes to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association. The foregoing also applies to any entity with which a director is affiliated.
- 4.7 Action Taken Without a Meeting. The directors shall have any right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.
- 4.8 Nomination and Election.
- (a) Nomination. Nominations for election to the Board will be made from the floor at any annual meeting of the Members.
 - (b) Election. Election to the Board will be by secret written ballot unless unanimously waived by all Members present. At such election, the Members or their proxies may cast, for each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Persons receiving the largest number of votes will be elected.
- 4.9 Meetings.
- (a) In General. Regular meetings of the Board shall be held at such times, at such place and hour as may be fixed, from time to time, by resolution of the Board. All meetings of the Board will be open to all members and, except in an emergency as provided below, notices of all meetings will be posted in a conspicuous place in the Subdivision at least 48 hours prior to the meeting. However, members will not be entitled to vote or participate in any other way.
 - (b) Special Meetings. Special meetings of the Board will be held upon call by the President or a majority of the Board. Unless the Board determines an emergency to exist, notice will be given to each director at least 48 hours prior to the special meeting. In the event of an emergency, the Board will give notice as is reasonable under the circumstances.
 - (c) Quorum. A majority of the directors present in person, by proxy, or by telephone conference will constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present will constitute an act or decision of the Board.
- 4.10 Powers of the Board. The Board shall have the powers reasonably necessary to operate and maintain the Association, including but not limited to, the power to:
- (a) Adopt and publish rules and regulations governing the use of the Common Areas, including the personal conduct of the Members and their guests thereon, and to establish penalties for infractions of such rules and regulations;
 - (b) Suspend the voting rights and right to use of the Common Areas of any Member and such Member's family, guests, and tenants during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;
 - (c) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws;
 - (d) Declare the office of a member of the Board to be vacant in the event that such member is absent from 3 consecutive regular meetings of the Board;
 - (e) Appoint committees as necessary; and
 - (f) Employ a manager, independent contractors, and other such employees as deemed necessary, and to prescribe their duties and delegate any or all of the delegable duties and functions of the Association and/or its officers.

- 4.11 Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:
- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting, or at any special meeting at which such statement is requested in writing by a majority of the members entitled to vote thereat;
 - (b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
 - (c) As more fully provided in the Declaration:
 - (1) Determine the manner in which assessments are paid at least 30 days in advance of each assessment period;
 - (2) Send written notice of each assessment to every Owner subject thereto at least 30 days in advance of each annual assessment period;
 - (3) Foreclose the lien against any Lot for which assessments are not paid within 30 days after the due date, or bring an action at law against the Owner personally obligated to pay the same;
 - (4) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth the status of payment of assessments which will constitute conclusive evidence of such payment and for which the Board may impose a reasonable charge;
 - (d) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;
 - (e) Cause the Common Areas to be maintained; and
 - (f) Perform all other duties and responsibilities provided in the Declaration.

ARTICLE V OFFICERS

- 5.1 Enumeration of Officers. The officers of the Association will be a president, who shall be elected from among the members of the Board, and a vice president, secretary, treasurer, and such other officers as the Board may from time to time by resolution create. No officers other than the president need be a member of the Board.
- 5.2 Officers During Class B Membership. So long as there is a Class B membership, Developer shall appoint all officers of the Association and said officers will serve at Developer's pleasure.
- 5.3 After termination of Class B membership, the election of officers will take place at the first meeting of the Board following each annual meeting of the Members.
- 5.4 Term. The officers of the Association will be elected annually by the Board. Each will hold office for a term of one year unless he or she sooner resigns or is removed or otherwise disqualified to serve.
- 5.5 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board from time to time may determine.
- 5.6 Resignation and Removal. Any officer may be removed from office by the Board at any time, with or without cause. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.
- 5.7 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill such vacancy will serve for the unexpired term of the officer replaced.
- 5.8 Multiple Offices. The same person can simultaneously hold more than one office, so long as the duties of which are not incompatible.

- 5.9 Duties. The duties of the officers are as follows:
- (a) President. The president will preside at all meetings of the Board, see that orders and resolutions of the Board are carried out, sign all leases, mortgages, deeds, and other instruments, and cosign all checks and promissory notes.
 - (b) Vice President. The vice president will act in the place of the president in the event of the president's absence, inability, or refusal to act and exercise and discharge such other duties as may be required by the Board.
 - (c) Secretary. The secretary will record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it to all papers so requiring, serve notice of meetings of the Board and Members, keep appropriate current records showing the Members of the Association together with their addresses, and perform such other duties as may be required by the Board or by law.
 - (d) Treasurer. The treasurer will receive and deposit in appropriate bank accounts all funds of the Association and disburse such funds as directed by resolution of the Board, sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a certified public accountant at the completion of the fiscal year, and prepare an annual budget and statement of income and expenditures, a copy of which will be delivered to each Member, and a report on which will be given at the regular annual meeting of the Members.

**ARTICLE VI
AVAILABILITY OF BOOKS AND RECORDS FOR INSPECTION**

- 6.1 The books and records of the Association will be subject to inspection by any Member upon reasonable notice to the custodian of said books and records and at a time and place designated by the custodian. Copies of requested documents shall be made available for sale at a reasonable price determined by the Association.

**ARTICLE VII
SEAL**

- 7.1 The Association shall have a corporate seal bearing the name of the Association and the word "seal" inscribed on it, and may be a facsimile, engraved, printed, or an impression seal.

**ARTICLE VIII
FISCAL YEAR**

- 8.1 The fiscal year of the Association will be the calendar year, except that the first fiscal period will begin on the date of incorporation and will end on December 31st of the year of incorporation.

**ARTICLE IX
AMENDMENTS**

- 9.1 These Bylaws may be amended by vote of a majority of the Board.

**ARTICLE X
CONFLICTS**

- 10.1 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. CERTIFICATION PAGE FOLLOWS]


CERTIFICATION

I, the undersigned, do and hereby certify:

That I am the duly appointed and acting President of Leeward Subdivision Homeowners' Association, Inc., a Florida not-for-profit corporation.

That the foregoing Amended and Restated Bylaws constitute the current Bylaws of said Association, as duly amended and restated in their entirety by unanimous written consent of the Board on the 12th day of February, 2015.

WITNESS my hand this 12th day of February, 2015.



By: Manuel R. Llahues, President

EXHIBIT "D"

LEEWARD SUBDIVISION, PENSACOLA, FL, 32507 OPERATION AND MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM

INTRODUCTION

Leeward Subdivision is served by a stormwater runoff collection system comprised of inlets connected by storm piping and swales. The gravity collection system will route all stormwater runoff into two stormwater management basins that are constructed within the project limits (Basin No. 1A and No. 1B) to provide treatment and attenuation of stormwater runoff. These components comprise the Stormwater Management System for the project, designed to meet or exceed all current applicable standards and regulations.

The collection system and stormwater management basins, including all outfall structures located within the project limits, will be owned and maintained by the Leeward Subdivision Homeowners Association.

OPERATION OF STORMWATER MANAGEMENT SYSTEM

The Stormwater Management System does not require operation.

MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM

General

This Maintenance Plan provides general guidelines for the maintenance of the Stormwater Management System. Additional methods and activities may be required to maintain the System components functioning as intended.

Regular Inspections and Maintenance

The stormwater management system shall be inspected monthly and after any significant rainfall event or storms with heavy winds.

1. Inlets and Outfall Structures: Remove any accumulated debris and sediment. Maintain inlet throats, grates, weirs and orifices unobstructed. Damaged grates, pollution control baffles and orifices shall be repaired if damaged or in poor condition. Inspect all visible exterior and interior surfaces of concrete structures for damage, including cracking and spalling; promptly seek the advice of a qualified professional to repair the damage.
2. Pipes: Piping system shall be flushed a minimum of three (3) times per a year in the months of May, July and September, or more frequently as identified during monthly inspections, to remove accumulated sediments, obstructions and blockages. Inspect all visible exterior and interior surfaces of pipes for damage, including cracking and spalling of concrete surfaces; promptly seek the advice of a qualified professional to repair the damage.
3. Ditches, Ponds and Stormwater Management Basins: Inspect for accumulated silt or debris, and for evidence of erosion. Remove accumulated sediment and repair and replant eroded areas.

Erosion Control

All eroded areas identified during monthly inspections shall be promptly filled with ubiquitous sand material and regraded to the intended elevation and slope. Damaged areas shall be

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planted using the intended plant material. Where necessary due to concentrated gullies or large areas of erosion, a qualified professional shall be contracted to evaluate the problem and affect repairs.

Weed and Brush Control

Ditches, swales and stormwater management basins shall be mowed periodically. At a minimum, mowing shall be performed at least three (3) times per year in the months of May, July and September and more frequently during the growing season.

Mowing contractor shall be clearly instructed to assure removal of all clippings and mowed material and to maintain drainage inlets and structures free of these materials. Periodic inspections and more frequent maintenance shall be performed to maintain side slopes and bottoms fully grassed and free from weeds, brush and similar undesired vegetation.

Landscaping

All landscaping shall be properly maintained. Xeriscaping principles shall be employed for all new landscaping work. Irrigation systems, where applicable, shall be maintained in proper working order.

New Vegetation

Bare areas exposed because of dying vegetation or erosion or covered by sedimentation shall be repaired and replanted with the intended vegetation and in a manner consistent with xeriscaping principles.

Sod, where applicable, shall be placed over all exposed areas that are not to be landscaped. Stagger joints between strips of sod; provide snug joints in regular patterns; roll or tamp sod immediately after placement; peg sod strips where required on steep slopes (sod shall not be lapped).

Seeding and mulching may be utilized in lieu of sod, but it is not recommended.

CONTINUING OBLIGATION

Failure of the Leeward Subdivision Homeowners Association, Inc. to comply with these requirements to continually maintain all approved elements of the private stormwater management basins, Basins 1A and 1B respectively, as shown on the Construction Drawings for the subdivision shall constitute a violation of County ordinances subject to enforcement and penalties.