

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by D. F. CHILDERS, d/b/a D. F. CHILDERS GENERAL CONTRACTOR, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the present owner of the following described property in Escambia County, Florida:

A parcel of land in Section 27, Township 3 South, Range 12 West, Escambia County, Florida, described as follows: Commence at the intersection of the mean high water line of Old River and the Northeastly line of Lot 144 of Gulf Beach Subdivision, as recorded in Plat Book 4, Page 52 of the Public Records of Escambia County for the Point of Beginning; thence go Southeasterly along said Northeastly line of Lot 144 for 364 feet, more or less, to the Northwestly right-of-way line of River Road (66' R/W); thence deflecting 90° right go Southwestly along said Northwestly right-of-way line for 200.00 feet; thence deflecting 90° right go Northwestly for 441 feet, more or less, to the mean high water line of Old River; thence meander North-easterly along said mean high water line to the Point of Beginning.

NOW, THEREFORE, Declarant hereby declares that its interest in all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in said property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to RIVERBEND TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

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

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

Section 4. "Common Area" shall mean such real property as controlled by the Association for the common use and enjoyment of the owners and more particularly described in Exhibit "A" attached hereto.

Section 5. "Parcel" shall mean and refer to each plot of land associated with each townhome unit constructed upon the above-described property. It is contemplated by Developer that eleven (11) townhome units will be constructed upon said property.

Section 6. "Declarant" shall mean and refer to D. F. CHILDERS, a/b/a D. F. CHILDERS GENERAL CONTRACTOR, his successors, heirs and assigns.

ARTICLE II. PROPERTY RIGHTS

Section 1. Owner's Easements of Maintenance and Enjoyment. Every Owner shall have a right to use any property which may be controlled by the Association for access, maintenance, services, or other use, and said right shall be appurtenant to and shall pass with the ownership of said parcel.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas, if any, to the members of his family, his friends, his tenants or contract purchasers who reside on the property.

Section 3. Easements. There is granted to each unit owner, including the Declarant, an easement over, across and/or under each parcel (unit lot) for the following purposes:

(a) Storm water runoff from roofs or other structures.

(b) Any eave or other overhanging structure providing such structure shall not exceed two (2) feet beyond the common dividing line between owner's lots.

(c) Repair and maintenance to any exterior wall, party or dividing wall, eave, column or the like as may reasonably require temporary use of such adjoining owner's lot.

(d) Use, maintenance and repair of underground electrical lines, television cable, septic tank lines and septic tanks and telephone lines serving each owner's lot.

(e) Ingress and egress to each unit.

Use and exercise of such easement for any of the purposes stated above shall not result in costs and/or expenses to the owner over whose property the easement is being exercised unless for some reason the exercise directly benefits such lot owner. Additionally, in exercising said easement, only such portion of the subject property that is required to accomplish one or more of the above-stated purposes shall be encumbered and subjected to the easement created herein. In particular, the easement for ingress and egress shall be limited to those portions of the property over which sidewalks are constructed, if any.

Notwithstanding anything contained in these restrictions either expressed or implied to the contrary, the use of any easement herein granted or reserved shall be subject to reasonable rules and regulations which shall be promulgated from time to time by the Association.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a townhome (Lot) which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on April 1, 1985.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each townhome owned within the properties, hereby covenants, and each Owner of any townhome by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, if any, shall be a charge on the Owner's interest in the land and improvements and shall be a continuing lien on said interest in the land and improvements against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in ownership of any interest in said property unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the health, safety and welfare of the owners and residents in the Properties, for the improvement and maintenance of the

exterior of the homes situated upon the Properties including but not limited to exterior painting and roof repairs and/or replacement, and for improvement and maintenance of the parking areas and grounds, and for reasonable administrative costs. It is contemplated at this time that each townhome yard area will be left in its natural state without structures or other improvements being constructed or installed thereon. As to each townhome yard area, no construction or other improvement may be erected thereon without the written approval of all townhome owners, including fencing between units other than fences installed by the Developer. A master television antenna may be installed by the Association if approved by the Board of Directors. No outside antenna shall be allowed.

Each Owner shall be required to carry fire, windstorm and extended coverage insurance and to maintain the same in effect at all times with coverage sufficient to replace his unit in case of casualty. In the event of damage from fire, windstorm or other casualty, each Owner shall apply the funds due from said Owner's insurance to the proper repair or replacement of the unit and roof with quality materials and workmanship at least equal to or superior to that initially installed, and of a similar or identical type of roofing, if possible. Said insurance coverage may be purchased by the Association if approved by all Owners in the form of a master policy with unit Owners then providing coverage for only the contents of their units.

Section 3. Maximum Annual Assessment. There shall be no assessment until April 1, 1984

Commencing 1984, the maximum monthly assessment shall be \$ 48.00 per townhome. The assessment is due and payable monthly (1/12th of annual assessment) in advance on or before the 1st of each month. The maximum annual assessment is \$576.00.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any repair or replacement not covered by the annual assessments or by the insurance provided in Section 2 above. Any such assessment must have the consent of two thirds (2/3rds) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called

for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast seventy-five percent (75%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the ownership.

Section 6. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the respective due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the ownership interest of the Owner in the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or by abandonment of the property.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage-holder. Sale or conveyance of any parcel shall not affect the assessment lien thereon. However, the sale, transfer or conveyance of any parcel pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

ARTICLE V. ARCHITECTURAL CONTROL

No modification or deviation from the original color scheme, modification or change or alteration to the exterior of the improvements or any other alteration visible from the outside shall be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. It is the intent to this article that the external appearances of the homes remain uniform, that fences, other than those initially constructed, will not be permitted except in exceptional circumstances and that only minor changes, if any, will be approved. Failure of the Board or the committee to approve the request for changes within thirty (30) days after submission of the request shall be deemed to constitute a rejection of the request.

ARTICLE VI. USE RESTRICTIONS

Section 1. No townhome and land shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on the subject property other than the eleven (11) townhomes originally constructed by Declarant.

Section 2. Townhomes are to be kept in a neat and orderly manner. No noxious or offensive activity shall be carried on upon any parcel nor shall anything be done thereon

which may be or become an annoyance or nuisance to the neighborhood.

Section 3. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence, either temporary or permanently.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel except that one (1) dog, or one (1) cat may be permitted (but not both).

Section 5. No house trailer, camper, dune buggy, nor any other type vehicle except a family-type automobile, shall be parked or maintained on any permanent-type basis on the right-of-way or in front of any parcel.

Section 6. Party Walls. The following special covenants, restrictions and easements shall apply to all parcels in said subdivision:

(a) Dividing walls of adjoining residences erected on the premises described herein shall be common walls or party walls, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of maintaining each party wall shall be borne equally by the Owners on either side of said wall. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

(c) In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then Owners shall, at joint and equal expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction.

(d) Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party walls shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.

(e) That each party shall permit the quiet enjoyment of the adjoining party in the party walls and will permit or commit no damage or destruction of the said party wall or of the foundation supporting the same and at all times shall give and grant to each adjoining party the right of full lateral support to the adjoining party's individually demised premises.

(f) That neither party to said party wall shall have the right of entry through the party wall into the premises of the adjoining party, either directly or indirectly.

(g) That this party wall covenant and agreement shall inure to the benefit of and apply to any existing or subsequent mortgage holder on the premises described herein.

(h) The rights and obligations set forth herein for the Owners of common walls or party walls shall also apply to any roofs, foundations or other portions of the structure that shall be necessarily used or enjoyed by the Owners of adjacent dwellings.

ARTICLE VII. DUTY TO REBUILD OR REPAIR AND INSURANCE COVERAGE

Section 1. Each lot owner shall at his expense provide casualty insurance in an amount equal to the maximum insurable replacement value (excluding foundation and excavation costs) of all improvements located on his lot, such coverage to afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on each owner's lots, including but not limited to vandalism and malicious mischief. Additionally, each owner shall provide public liability in such amounts and with such coverages as shall be required by the Association Board of Directors with cross-liability endorsements to cover liabilities of the owners as a group to an individual owner, and such other insurance as the Association Board of Directors may from time to time determine to be desirable. Each owner covenants to keep on file with the Association copies of the required policy(ies). If an owner shall fail to produce the copies of policy(ies) or other evidence of coverage satisfactory to the Association, then the Association may purchase the required coverages and the related premiums shall be considered a special assessment upon the premises of such owner.

Section 2. In the event of damage to or destruction of any improvements located within the lots from fire, windstorm, water or any other cause whatsoever, the owner shall, within a reasonable time, cause said improvements to be repaired or rebuilt so as to place the same in as good and tenable condition as existed before the event causing such damage or destruction; failure to do so shall constitute a breach of these covenants. All insurance proceeds for loss or damage to any unit or any other improvement upon any lot shall be used to assure the repair or rebuilding of any such improvements.

Section 3. The Association created hereunder shall have a lien on all such insurance proceeds, regardless of whether it is named in any insurance policy, to enforce the intent of the foregoing provision.

Section 4. Authority to Purchase; Named Insured. The Association shall purchase such insurance on the Common Area and its improvements as the Board of Directors may from time to time determine to be prudent and desirable and the insurance premiums so purchased shall be considered a common maintenance expense to be assessed equally against each lot.

ARTICLE VIII. GENERAL PROVISIONS

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 4. Each dwelling Owner shall, from time to time allow the Association to paint the exterior of each dwelling and make roof repairs as needed. Such maintenance and painting shall be done in accordance with the original exterior scheme and color and shall not be in a manner so as to disrupt the harmonious blending of the dwelling units.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions. This condition will apply only should the Veterans Administration and/or the Federal Housing Administration have a mortgage interest in and to all or a portion of the above-described property.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this _____ day of _____, 1984.

Signed, sealed and delivered
in the presence of:

D. F. CHILDERS, d/b/a D. F.
CHILDERS GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this
_____ day of _____, 1984, by D. F. CHILDERS.

Notary Public
My commission expires: _____

Prepared by:
THOMAS G. VAN MATRE, JR., of
Taylor & Van Matre, P.A.
4300 Bayou Boulevard, Suite 16
Pensacola, Florida 32503

Amendment To Declaration of Covenants,
Conditions And Restrictions

WHEREAS, RIVERBEND TOWNHOMES HOMEOWNERS ASSOCIATION, caused to be recorded of record that certain Declaration of Covenants, Conditions and Restrictions, dated April 13, 1984, recorded in Public Records of Escambia County, Florida, in book 1898 and page 480, and

WHEREAS pursuant to Article VI11 Section 3 over 75% of the owners having an interest in such covenants wish to amend them, and

WHEREAS , a resolution adopting this Amendment has been approved by over 75% of the owners in this Association, and

WHEREAS , a copy of this resolution is attached :

NOW THEREFORE, the above premises considered , said covenants, conditions and restrictions recorded in the public records of Escambia County, Florida in book 1898 and page 480 are hereby amended as follows :

Article VI Section 1 - The following language will be added :
In order to insure that the dwelling units shall not be used primarily as short term rental properties, no dwelling may be rented for a period of less than 12 months.

IN WITNESS WHEREOF , The Secretary/Treasurer of Riverbend Townhome Homeowners Association confirms the adoption of this amendment pursuant to the terms of the covenants in question.

Riverbend Townhouse Homeowners Association

By: Charles Story
Charles Story Secretary/Treasurer

Resolution to Amend Covenants of Riverbend
Townhouse Homeowners Association

The following owners agree to amend the Covenants of Riverbend
Townhouse Homeowners Association as recorded in the public records
of Escambia County on April 13, 1984, and found in book 1898 beginning
on page 480. The amendment will be to Article V1 Section 1. The
following language will be added :

In order to insure that the dwelling units shall not be used
primarily as short term transient rental properties , no dwelling
unit may be leased for a period of less than 12 months.

Linda Moore

Linda Moore

Ken McGehee

Ken McGehee

Greg Petrie

Greg Petrie

Charles Story

Charles Story

Mike Bolin

Mike Bolin

John Walters

John Walters

Sally Rogers

Sally Rogers

Wynne Barksdale

Wynne Barksdale

Rebecca Girot

Rebecca Girot

February 18, 2006