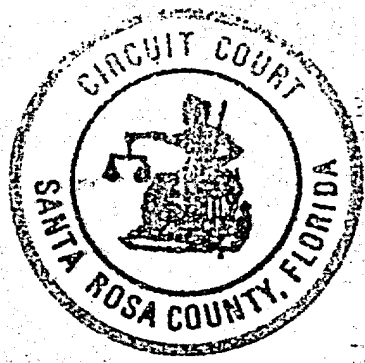


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BOOK 739 PAGE 417  
SANTA ROSA COUNTY, FLA.

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF SAWGRASS AT TIGER POINT, A  
SUBDIVISION LOCATED IN SANTA ROSA COUNTY, STATE OF FLORIDA



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(4/8/85)

SANTA ROSA COUNTY, FLA.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SAWGRASS AT TIGER POINT, A SUBDIVISION LOCATED IN  
SANTA ROSA COUNTY, STATE OF FLORIDA

THIS DECLARATION is made by Sawgrass Developers, a Florida partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant is Owner of the following described property situated in Santa Rosa County, Florida, more particularly described as follows, to-wit:

All Lots in Sawgrass at Tiger Point, in accordance with Plat recorded in Plat Book D, Page 19, of the Public Records of Santa Rosa County, Florida;

and

WHEREAS, Declarant is desirous of developing and selling the foregoing property for residential purposes with certain restrictions and conditions, the same to attach to and run with the land;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purposes of protecting the environment as well as the value and use of, and which shall attach to and run with, the said property and all improvements thereon and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Every grantee of any interest in any lot or real property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not it shall be solely expressed in any such deed or other conveyance, whether or not such deed or other conveyance shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to this Declaration and to all the terms and

conditions hereof and shall be deemed to have assented to all of said terms and conditions.

ARTICLE I

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Definitions

SANTA ROSA COUNTY, FLA.

Section 1. - Association.

"Association" shall mean and refer to Sawgrass at Tiger Point Homeowners Association, Inc., a Florida Corporation not-for-profit, its successors and assigns.

Section 2. - Common Area.

"Common Area" shall mean and refer to all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot by Declarant is the land areas shown on the Plat which are designated as "Private Drive" or "Private Common Area."

Section 3. - Declarant.

"Declarant" shall mean and refer to Sawgrass Developers, a Florida Corporation, its successors and assigns.

Section 4. - Lot.

"Lot" shall mean and refer to any one of Lots 1 through 25 as shown upon the Plat.

Section 5. - Member.

"Member" shall mean and refer to every person or entity holding membership in the Association.

Section 6. - Owner.

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities (including the Declarant), of the fee simple title to any of the above-described property, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. - Plat.

"Plat" shall mean and refer to the subdivision Plat of Sawgrass at Tiger Point, as recorded in Plat Book D, Page 19, of the Public Records of Santa Rosa County, Florida.

Section 8. - Subject Property.

"Subject Property" shall mean and refer to that certain real property hereinbefore described, and the improvements thereto as may hereafter be brought within the jurisdiction of the Association.

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ARTICLE II

SANTA ROSA COUNTY, FLA

Property Rights

Section 1. - Owner's Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area which right and easement shall be appurtenant to and shall pass with the title to any portion of the property, subject to the following provisions:

1. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his portion of the property is unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations;

2. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility (subject to acceptance by such 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, however, unless an instrument agreeing to such dedication or transfer signed by two-thirds of the Owners has been recorded; provided, however, that for a period of one year from date of recording this Declaration, Declarant may, without action of the Association, grant such subsurface utility easements, licenses or the like across, to or under all or any portion of the Common Area which Declarant, in its sole discretion, deems appropriate or necessary for the benefit of any or all Owners.

Section 2. - Delegation of Use.

Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities

to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

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Membership and Voting Rights

SANTA ROSA COUNTY, FLA.

Section 1. - Membership.

Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of his Lot.

Section 2. - Voting Rights.

Except as otherwise expressly provided for herein, each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in any Lot, all such persons shall be Members and the one vote for each such Lot shall be exercised as they determine. In no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV

Assessments

Section 1. - Creation of the Lien and Personal Obligation of Assessments.

The Owner of each Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) a monthly assessment, and (b) any special assessment, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot 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(s) who is the Owner of such Lot at the time when the assessment becomes due.

Section 2. - Purpose of Assessments.

The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents, and for the improvement and maintenance of

the Common Area including but not limited to pool, road, entrance, dock and walkways; and to pay all ad valorem real property taxes upon property owned by it. The Association shall maintain the yard, including all shrubbery and shall mow, trim, and otherwise maintain all lawns in the subdivision unless, after relinquishment of control by the Developer, a vote of 2/3 of the membership of the Association determines to discontinue the maintenance of lawns in the subdivision. The assessments shall be used in part for said yard maintenance.

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Section 3. - Monthly Assessment.

SANTA ROSA COUNTY, FLA

Until January 1, 1986, the maximum assessment shall be \$75.00 per Lot per month.

(a) From and after January 1, 1986, the maximum monthly assessment may be increased each year by not more than 15% above the potential maximum assessment during the previous year without a vote of the membership.

(b) From and after January 1, 1986, the maximum monthly assessment may be increased above 15% of the previous year's potential maximum assessment by a vote of 2/3 of the Lot Owners who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association shall fix the monthly assessment at an amount not in excess of the potential maximum assessment.

(d) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem real property taxes upon any Common Area and shall maintain and repair the Private Drive at all times, and no limitation above shall ever prohibit the Association from increasing the monthly assessment to an amount sufficient to pay such taxes and for such maintenance and repairs.

Section 4. - Special Assessments for Capital Improvements.

In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose



of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, real property owned by the Association or public property adjoining or in the vicinity of the Lots, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

SANTA ROSA COUNTY, FLA.

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Section 5. - Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent by United States Mail, postage prepaid, to all Owners (as of 30 days prior to date of mailing such notice) not less than 10 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast 50% of all the votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be 1/2 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. - Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots, except that the Board of Directors shall have the right to fix a lower monthly assessment for Lots which have not been built upon than for Lots which have been built upon. All assessments shall be payable on a monthly basis unless the Board of Directors determines reasonably that because of the small amount of monthly payments, or for other good and valid reason, it would be of convenience to the Owners to pay on a quarterly, semi-annual or annual basis.

Section 7.- Date of Commencement of Monthly Assessments: Due Date.

The monthly assessments provided for herein shall commence as to all Lots following conveyance of the Common Area, and thereafter otherwise as determined by the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the monthly assessment against each Lot at least 30 days in advance of each annual assessment period. Written notices of changes in the amount of monthly assessments shall be sent to every Owner subject thereto. The due date for payment of monthly assessments shall be the first day of a month. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. There shall be no assessment on Lots not conveyed of record by Declarant, but Declarant shall reasonably maintain, at the expense of Declarant, those Lots not conveyed of record by Declarant.

SANTA ROSA COUNTY, ILL.  
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Section 8. - Effect of Nonpayment of Assessments: Remedies of the Association.

Any annual or special assessment not paid within 30 days after the due date shall bear interest from the due date at the highest legal rate. The Association may, after first giving 10 days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or abandonment of his Lot.

Section 9. - Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer

of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. - Limitation on Association While Controlled by Declarant.

While under control of Declarant the functions of the Association shall be limited to maintenance of the lawns and shrubbery in the yards, the repairing of streets and sidewalks, the payment of any taxes assessed against the Common Area, the procurement and maintenance of insurance if that should be deemed desirable, the repair and maintenance of any other Common Area for improvements thereto, and the employment of personnel necessary to carry out those functions of the Association. No other activity shall be commenced while the Association is under the control of Declarant. After Declarant loses control of the Association, the Association may elect to provide any other services to promote the health, safety, and welfare of the residents of the subdivision. In addition the Association may elect to procure other properties, whether adjacent to the subdivision or not, for recreational or other purposes. Provided, however, that no activity of the Association shall be commenced without approval of 2/3 of the Owners in the subdivision (as heretofore stated, each Lot to have one vote) if the activity shall necessitate more than a nominal expenditure of funds.

Section 11. - Reserve Fund.

The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Area, which fund is to be maintained out of regular assessments for common expenses.

SANTA ROSA COUNTY, FLA  
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Section 12. - Working Capital.

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

Section 13. - Right of Entry.

The Association has a reasonable right of entry upon any Lot to make any emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Subject Property.

ARTICLE V

Architectural and Ground Control

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SANTA ROSA COUNTY, FLA

No building, fence, wall, or any other structure shall be commenced, erected, or maintained upon the Subject Property, nor shall any exterior addition to or changes or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography. In the event the Architectural Control Committee, or a member designated by it, fails to approve or disapprove such plans and specifications within 30 days after plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The plans submitted to the Architectural Control Committee shall, without limitation, show the elevation and other matters above set forth on the front, rear, and both side walls of the structure. No tree or large bush shall be removed or planted without prior approval of the Architectural Control Committee. Until 1/2 of the Lots in this subdivision are sold and transferred of record, the Architectural Control Committee

shall be a person or persons appointed by Declarant. Robert B. Montgomery and John S. Carr are the persons appointed initially by Declarant and they shall act as the Architectural Control Committee until another designation is placed of record by Declarant. After 2/3 of the Lots in the subdivision have been transferred, Declarant shall appoint, two (2) additional persons to serve on the Architectural Control Committee, and those two members shall be Owners of Lots in the Subdivision, said two persons so designated not to be partners in Declarant. After the Architectural Control Committee is increased, no approval required of the Architectural Control Committee shall be made without consent of both Robert B. Montgomery and John S. Carr. Robert B. Montgomery and John S. Carr shall remain members of the Architectural Control Committee until their resignation therefrom.

It is contemplated that all building construction in the subdivision shall be compatible with the first building constructed but that the Architectural Control Committee may, in its discretion, reject any plans submitted to it if it determines, in its discretion, that the design submitted is not compatible with the existing buildings in the subdivision. The Architectural Control Committee will provide a chart and list of colors, and materials for exterior finish as well as roof material. It shall also have a list of plants and shrubbery which is acceptable. Each new structure must have the yard landscaped in a manner acceptable to the Architectural Control Committee and the lawn must be sodded and a sprinkler system installed at the time of construction. Further, there will be no later alteration or change in color or outside appearance without the specific approval of the Architectural Control Committee. In order to minimize the cost and expense of architects and engineers on plans which are later denied by the Architectural Control Committee, Owners of Lots in the subdivision are invited to submit preliminary plans or ideas for them to the Architectural Control Committee, so that Owners will incur as little expense

SANTA ROSA COUNTY, FLA.

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as possible on designs which are found to be unacceptable by the Architectural Control Committee. The Architectural Control Committee shall have the right to charge a modest fee for review of plans submitted in accordance with this Article, such fee reasonably calculated to reimburse the Architectural Control Committee only for its out-of-pocket expenses (including employment of professional advisors).

ARTICLE VI

Entry

There will be an entry gate or other controlled entry as determined by the Association. The Association will determine whether it is accessed by a card or telephone system or otherwise so that Owners of Lots, their families, visitors, delivery personnel, etc. may have access to the subdivision.

ARTICLE VII

Parking

There shall be no on-street parking in the subdivision and all parking shall be in garages except that parking for Owners, their families, friends, invitees and visitors may, on a first come, first served basis, be on any portion of the Common Area which is designated for parking.

ARTICLE VIII

Exterior Maintenance

In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by a 2/3 vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

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SANTA ROSA COUNTY, FLA

Building Setback Lines

SANTA ROSA COUNTY, FLA.

The Architectural Control Committee shall establish setback distances for each Lot and on a case-by-case basis, applying uniform standards in a consistent and nondiscriminatory manner. Simply as a guide, but without fixing setback distances, on many Lots it is anticipated that the front Lot line (front Lot line being that line running along the Private Drive) setback shall be 25 feet; the side Lot line setback will be 5 feet; and a rear Lot line setback determined consistent with the characteristics of the individual Lot. Unless otherwise noted by the Architectural Control Committee, the setback lines determined shall not apply to chimneys, eave overhangs, and patios, but shall apply to decks. Each Owner of a building in the subdivision shall assure that water running off the roof of his building is not to be discharged upon an adjoining Lot.

## ARTICLE X

Prohibited UsesSection 1. - Single Residential Use.

No Lot shall be used except for residential purposes. There will be only one living unit per Lot which shall not exceed 3 stories in height and a private garage for not more than 2 cars and a golf cart. Minimum living area of any residential unit constructed on Lots 7 through 19, inclusive, shall be 2,500 square feet, and on the remaining Lots shall be 2,000 square feet, in both cases exclusive of decks, porches and any interior area of the dwelling which is not heated or cooled.

Section 2. - No Offensive Activities.

No obnoxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done on it that may be or become an annoyance or a nuisance to the neighborhood.

Section 3. - Fences.

Subject to the approval of the Architectural Control Committee, fences may be erected. The Architectural Control Committee shall have complete control in its discretion as to

the style, building material, and height of fences, and may refuse to authorize any fence whatsoever.

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Section 4. - Clotheslines, etc.

SANTA ROSA COUNTY, FLA

No visible outside clotheslines are permitted in the subdivision. The Architectural Control Committee shall have the right to require the Owners of any Lot in the development to screen or enclose outside equipment or personalty stored outside of any dwelling unit, if the Architectural Control Committee in its discretion finds that the presence thereof is inconsistent with the high standards of appearance planned for the development.

Section 5. - Parking.

No automobile, camper or recreational vehicle of any sort, truck, boat, trailer or any other vehicle, trailer or the like, shall be parked on a regular basis on any driveway in the subdivision. That portion of the Common Area near the entry to the subdivision and to be improved by Declarant for parking, is intended for automobile parking only for Owners' friends, invitees and visitors, and not parking by Owners of automobiles, campers, recreational vehicles, trucks, boats, trailers or the like.

Section 6. - Pets.

There shall be no animals in the subdivision except small domestic pets which are normally kept indoors. It is intended that there shall be no outside pets. Fencing pets in a yard is not permitted and will not excuse any Owner from the requirement that pets must reside and stay indoors and only taken out of doors temporarily and then when under leash or complete control of the Owner.

Section 7. - Garage Doors.

Garage doors must remain closed at all times except when automobiles are entering or leaving the garage.

Section 8. - House Number.

After erection of a dwelling unit on any Lot, the Owner shall cause to be displayed such identification of his



premises as may be required by the Association. If the numbering of each unit for identification to be used by the U.S. Post Office is not sufficient for service and emergency personnel to quickly identify each unit, the Association shall design a home identification system to accomplish such quick identification. Regardless of what identification system is required, each Owner shall use the size and type designated by the Association.

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Section 9. - Garbage.

SANTA ROSA COUNTY, FLA.

No garbage, rubbish, trash or other miscellaneous unsightly objects shall be dumped or allowed to remain on any Lot, and all garbage containers shall be concealed from view at all times.

Section 10. - Waiver.

The Architectural Control Committee is granted the right to waive minor violations of these covenants upon written determination by the Committee that the violation waived is minor and does not adversely affect the value of the Lots in the remainder of the development.

ARTICLE XI

General Provisions

Section 1. - Enforcement.

The Association, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any such restrictions, conditions, covenants, reservations, liens or charges shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for the successful enforcement of any restrictions, conditions, covenants or reservations herein contained, or any liens or charges against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the Owner or the Association who initiates such successful

judicial proceedings for the enforcement of said restrictions, conditions, covenants, reservations, liens or charges.

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Section 2. - Severability.

SANTA ROSA COUNTY, FLA.

Invalidation of any one of the restrictions, conditions, covenants, reservations, liens or charges, by judgment or court order, shall in no way affect any other provisions of this Declaration, which shall remain in full force and effect thereafter.

Section 3. - Duration and Amendment.

The restrictions, conditions and covenants of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners for a period of 40 years from the date this Declaration is recorded, unless amended by an instrument signed by 2/3 of the then Owners. After the initial 40-year term, this Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a majority of the then Owners. Any such amendment must be recorded in the Public Records of Santa Rosa County, Florida.

Section 4. - Nonliability of Association.

The Association shall not in any way or manner be held liable to any Owner or any other person or entity for failure to enforce, or for any violation of, the restrictions, conditions, covenants, reservations, liens or charges herein contained by any Owner, other than itself.

Section 5. - Annexation.

Additional residential property or Common Area may be annexed to the Subject Property with the recorded written consent of 2/3 of the then Owners.

Section 6. - Notice.

Unless otherwise expressly provided herein, the requirements of the Association to give any type of notice provided herein may be satisfied by mailing said notice, postage prepaid, to the last mailing address of the Owner as reflected on the records of the Association.

Section 7. - Miscellany.

Any single violation of any provision of this Declaration by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of the restrictions, conditions or covenants ever be interpreted to work a reverter or a forfeiture or title.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 9<sup>th</sup> day of April, 1985.

SAWGRASS DEVELOPERS

BY: John S. Carr  
JOHN S. CARR, Partner

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SANTA ROSA COUNTY, FLA.

WITNESSES:

Margaret Green  
Sam W. Walton

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 1985, by John S. Carr, Partner of Sawgrass Developers, a Florida partnership, on behalf of the partnership.

Sam W. Walton  
NOTARY PUBLIC, State of Florida

My Commission Expires 10/9/87

(Notary Seal)

WITNESSED BY:  
BRETT W. WALTON, OF  
ANUEL SHEPPARD & CONDON  
ATTORNEYS AT LAW  
P.O. DRAWER 1271  
PENSACOLA, FL 32596  
904/433-6581

Our File: S19-254