

This document prepared by:  
Suzanne Blankenship, Esquire  
Coastal Association Law Group, P.L.  
139 E. Government Street  
Pensacola, FL 32502  
(850) 466-3255  
Our File No. 17-30-3525

**CERTIFICATE OF RECORDING AND FILING STATUTORY NOTICE, CHAPTER 712,  
FLORIDA STATUTES, FOR LANDFALL HOMEOWNERS ASSOCIATION, INC.**

**NOTICE OF INTEREST IN  
REAL PROPERTY  
Chapter 712, Florida Statutes**

**LANDFALL HOMEOWNERS ASSOCIATION, INC.  
4037 LANDFALL DRIVE  
PENSACOLA, FLORIDA 32507**

I, Suzanne Blankenship, attorney for Landfall Homeowners Association, Inc. (hereinafter  
“Association”), hereby certify:

1. The following is presented for recording in the Public Records of Escambia County,  
Florida, pursuant to sections 712.05 and 712.06, Florida Statutes, by Alvin Coby, president and  
director, and Rebecca Etfcheid, secretary and director of Landfall Homeowners Association, Inc., on  
behalf of the Association, to preserve and protect an interest in real property from extinguishment  
under the Marketable Record Title Act:

- a. Statutory Notice, Chapter 712, Florida Statutes for Landfall Homeowners  
Association, Inc.; and
- b. Affidavit of Alvin Coby, president and director of Landfall Homeowners  
Association, Inc.

2. The Association is filing and recording this certificate based upon unanimous  
approval of the members of the board of directors of Landfall Homeowners Association, Inc. at its  
March 20, 2018 meeting.

Dated this 26 day of April, 2018.

Witnesses:

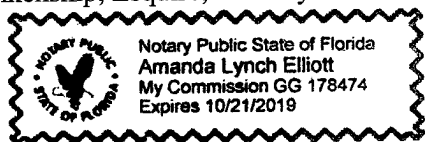
Alodia Arnold  
 Print Name: Alodia Arnold

Amanda Lynch Elliott  
 Print Name: Amanda Lynch Elliott

SUZANNE BLANKENSHIP

STATE OF FLORIDA  
 COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26 day of April, 2018, by Suzanne Blankenship, Esquire, attorney for Landfall Homeowners Association, Inc.



☒ personally known OR  
 \_\_\_\_\_ produced \_\_\_\_\_ as identification

Amanda Lynch Elliott  
 NOTARY PUBLIC  
 Print Name: Amanda Lynch Elliott  
 Commission Number 178474  
 My Commission Expires: 10/21/19

**STATUTORY NOTICE**  
**Chapter 712, Florida Statutes**

**LANDFALL HOMEOWNERS ASSOCIATION, INC.**  
**4037 LANDFALL DRIVE**  
**PENSACOLA, FLORIDA 32507**

**STATEMENT OF MARKETABLE TITLE ACTION**

The Landfall Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions and Restrictions for Landfall, a Subdivision, recorded in Official Records Book 2738, Page 118 of the Public Records of Escambia County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Escambia County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

**DESCRIPTION OF ALL LAND AFFECTED BY NOTICE**

A parcel of land in Sections 18, 19, and 24. Township 3 South, Range 31 West, Escambia County, Florida, containing 42.3191 acres more or less and described as follows: Begin at the intersection of the East line of the said Section 24 with the mean high water line on the north shore of Big Lagoon; thence go N 00°36'19" E along the East line of the said Section 24 a distance of 845.86 feet to a concrete monument at the Southwest corner of the said Section 18; thence go S 89°47'59" E along the South line of the said Section 18 a distance of 330.00 feet; thence go N 00°37'45" W a distance of 1328.75 feet; thence go N 89°51'05" W a distance of 202.76 feet to the Southerly right-of-way line of Gulf Beach Highway (County Road 297, 66' R/W); thence go S 39°59'45" W along the said right-of-way line a distance of 1859.96 feet to an intersection with the North right-of-way line of Bertha Street; thence go S 89°49'54" E along the North right-of-way line of Bertha Street a distance of 91.29 feet to the point of curvature of a circular curve concave to the Southwest, having a radius of 110.00 feet, a central angle of 89°58'00", a chord bearing S 44°50'54" E and a chord distance of 155.52 feet; thence go Southeasterly along the said curve an arc distance of 172.72 feet to a point of tangency; thence go S 00°08'06" W along the East right-of-way line of the said Bertha Street and an extension thereof a distance of 772.84 feet to the mean high water line of Big Lagoon; thence go Easterly along the mean high water line of Big Lagoon a distance of 902 feet more or less to the Point of Beginning; LESS AND EXCEPT

A parcel of land in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, containing 25,886 square feet more or less and described as follows: Commence at a concrete monument at the intersection of the North line of the said Section 24 and the Southerly line of Gulf Beach Highway (County Road 297, a 66' R/W) as shown on the plat of Quinavista, according to plat recorded in Plat Book 2 at Page 68 of the Public Records of said County; thence go S 39°59'45" W along the said right-of-way line a distance of 130.26 feet to an intersection with the Northerly right-of-way line of Bertha Street (60' R/W); thence go S 89°49'54" E along the Northerly right-of-way line of Bertha Street a distance of 91.29 feet to the point of curvature of a circular curve concave to the Southwest, having a radius of


110.00 feet, a central angle of 89°48'00", a chord bearing S 44°50'54" E and a chord distance of 155.52 feet; thence go Southeasterly along the said curve and right-of-way line an arc distance of 172.72 feet to a point of tangency; thence go S 00°08'06" W along the Easterly right-of-way line of Bertha Street and an extension thereof a distance of 499.03 feet to the Point of Beginning of this description; thence go S 89°51'54" E a distance of 130.54 feet to a point on a non-tangent circular curve concave to the Northeast, having a radius of 60.00 feet, a central angle of 54°49'44", a chord bearing S 19°37'01" E, and a chord distance of 55.25 feet; thence go Southeasterly along the said curve an arc distance of 57.42 feet; thence go N 89°51'54" W a distance of 58.95 feet; thence go S 00°08'06" W a distance of 196.17 feet to the mean high water line of Big Lagoon; thence go Southwesterly along the mean high water line of Big Lagoon a distance of 93.83 feet more or less to an intersection with the line bearing S 00°08'06" W from the Point of Beginning; thence go N 00°08'06" E a distance of 273.81 feet more or less to the Point of Beginning.

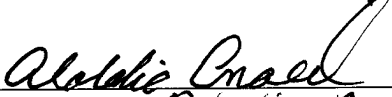
Together with the legal description of Common Area for Landfall Subdivision:

All lands, as designated on the Plat as "Greenbelt," "Common Area," "Private Street," "Parcel A-Retention Pond," and "Parcel E-Lake (Stormwater Retention Area)" and all components of the stormwater management system.

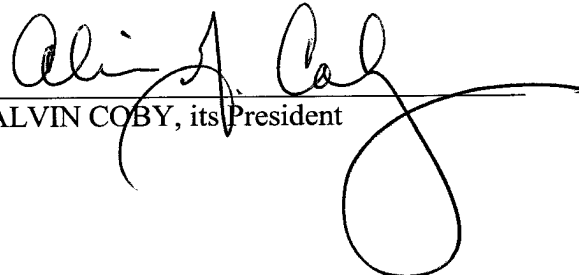
Attached hereto and incorporated herein as Exhibit "A" is a certified copy of that certain Declaration of Covenants, Conditions and Restrictions for Landfall, a Subdivision, recorded in Official Records Book 2738, Page 118 of the Public Records of Escambia County, Florida, to be preserved.

Witnesses:

  
Print Name: Amanda Lynch Elliott

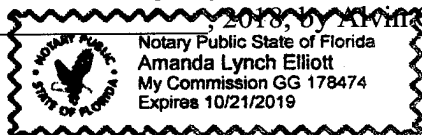
  
Print Name: Alodia Arnold

LANDFALL HOMEOWNERS  
ASSOCIATION, INC.


  
ALVIN COBY, its President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2018, by Alvin Coby, President for Landfall Homeowners Association, Inc.



personally known OR  
✓ produced drivers license identification

  
NOTARY PUBLIC  
Print Name:

Commission Number GG 178474  
My Commission Expires: 10/21/2019

57-7-20

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR LANDFALL, A SUBDIVISION**

THIS DECLARATION, made on the 24th day of July, 1989, by Landfall, a Florida General Partnership, hereinafter referred to as "Declarant,"

**WITNESSETH**

WHEREAS, Declarant is the owner of the fee simple title to the real property located in Escambia County, Florida, and more particularly described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO  
AND INCORPORATED HEREIN BY REFERENCE  
AS IF SET OUT IN FULL HERewith.

NOW THEREFORE, Declarant hereby declares that all of the real 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 said real property and which shall run with the real property and be binding on all parties having any right, title or interest in the described property, or any part thereof, and upon all persons derailing title through the Declarant, and their respective 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 the Landfall Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns. This is the Declaration of Covenants, Conditions and Restrictions to which the Articles of Incorporation and Bylaws of Association make reference.

Section 2. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to all or any portion of any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 4. "Common Areas" shall mean all real property (including any improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All lands, as designated on the Plat as "Greenbelt," "Common Area," "Private Street," "Parcel A-Retention Pond," "Parcel B-Retention Pond," "Parcel C-Retention Pond," and "Parcel E-Lake (Stormwater Retention Area)" and all components of the stormwater management system.

Section 5. "Lot" shall mean and refer to each of the platted lots as shown on the Plat of Landfall, a Subdivision as recorded in Plat Book 14 at Pages 12&12A of the public records of Escambia County, Florida.

Section 6. "Declarant" shall mean and refer to Landfall, a Florida General Partnership, its successors and assigns.

Section 7. "Landfall Maritime Association" shall mean and refer to Landfall Maritime Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 8. "Marina" shall mean those certain marina facilities, improvements, and real property owned by Landfall Maritime Association.

Section 9. "Plat" shall mean and refer to the Plat of the Landfall Subdivision which is recorded in the public records of Escambia County, Florida.

Section 10. "Subdivision" shall mean and refer to Landfall, a Subdivision situated in Escambia County, Florida, according to the Plat.

## ARTICLE II PROPERTY RIGHTS

Section 1. Common Area Easements: Every Owner of every Lot shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to every Lot for the following purposes:

(a) Providing utilities to his Lot. The location of said utilities easement, however, shall be subject to reasonable regulation by the Association and shall not adversely affect any other Lot.

(b) Ingress and egress to and from each Owner's Lot.

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

(d) An easement in favor of Declarant and Association to develop and construct improvements on the Common Areas, as well as to construct improvements on any Lot or portion thereof, and an easement in favor of all Owners other than Declarant to construct improvements upon any Lot or portion thereof; and,

(e) Such other rights and easements as the Association may determine to be suitable for the use and enjoyment of the Owners.

Section 2. Other Easements. The Association shall have the power to grant easements for the ingress and egress to adjoining property owners if the Association deems the granting of said easements to be in the best interests of the Association.

Section 3. Stormwater Management. The Association shall specifically operate and maintain the stormwater management system as permitted by the Florida Department of Environmental Regulation including all lakes, retention areas, retention ponds, filters, culverts and related appurtenances. If Association is dissolved, the property consisting of the stormwater management system shall be conveyed to an appropriate agency of the local government. If the conveyance is not accepted, then the stormwater management system must then be dedicated to a similar non-profit corporation.

A. It is the responsibility of the Association to operate and maintain the stormwater management system.

B. The stormwater management system shall be owned by the Association.

C. The cost of operation and maintenance of the stormwater management system is to be collected and assessed as a common expense by the Association.

OR 500A 2738PC 120

D. Any amendment which would affect the stormwater management system, including the water management portions of the Common Areas, must have the prior approval of the Florida Department of Environmental Regulation.

E. This paragraph of the Declaration of Covenants, Conditions and Restrictions for Landfall, a Subdivision, shall be in effect for twenty-five (25) years and shall be automatically renewed for successive periods of five (5) years thereafter.

Section 4. General. The rights and easements of enjoyment herein created and reserved shall be subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of the Common Areas or any recreational facility situated upon the Common Areas.

(b) The right of the Association to suspend the voting rights and rights to use any of the Common Areas by any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of Association's published rules and regulations.

(c) Subject to the provisions of Article II, Section 3, the right of the Association to dedicate or transfer all or any part of its title to the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association members. No such dedication or transfer shall be effective unless an instrument signed by sixty-seven percent (67%) of each class of such members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association, in accordance with its Articles of Incorporation and By-Laws of the Association, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property, provided that the rights of such mortgagee in the Common Areas shall be subordinate to the rights of Owners hereunder.

(e) The right of Association to expand or bring other properties within the jurisdiction of the Association.

(f) The Declarant expressly reserves the right to construct, at Declarant's cost, a stormwater management system on "Parcel E - Lake (Stormwater Retention Area)," as designated as such on the Plat, to facilitate development of certain additional property owned by Declarant and situated north of the Properties across Gulf Beach Highway. Any such stormwater management system shall be in compliance with any and all regulations as imposed from time to time by the Florida Department of Environmental Regulation.

Section 5. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Areas, to the members of his family, guests, tenants, and contract purchasers who reside on the property.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot 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 (2) classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Declarant (who shall become a Class A member when Declarant's Class B membership ceases as provided hereafter) and shall be entitled to one (1) 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 (1) vote be cast with respect to any Lot.

Class B. Class B member shall be 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 upon 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 January 1, 1993.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot which is owned by said Class B member. The Declarant shall not exercise its voting rights granted to it under this Article in an unreasonable manner nor in such a way as to cause undue hardship upon any Owner.

#### ARTICLE IV COVENANT FOR SUBDIVISION MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, subject to the limitations on Declarant's obligation to pay annual assessments and special assessments as described in Section 11 herein, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments and (2) special assessments for capital improvements, such annual and special assessments to be established and collected as hereinafter provided (any annual assessment due under this Article IV referred to hereinafter as the "annual assessment," and any special assessment due under this Article IV referred to hereinafter as the "special assessment"), (annual assessments and special assessments under this Article IV referred to hereinafter at times collectively as "assessments"). The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

#### Section 2. Purpose of Assessments.

(a) The annual and special assessments levied by the Association under this Article IV shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, their invitees or licensees, and for the improvement and maintenance of the Common Areas, and any improvements situated thereon. The Association shall have the obligation to maintain any Common Areas (including, without limitation, any and all drainage facilities, private streets, structures, holding and retention ponds, and the like, and including specifically, without limitation, the Common Areas, as defined herein,) shall pay all ad valorem property taxes assessed upon them, and shall maintain adequate hazard insurance, liability insurance, and fidelity bond



coverage. The Association shall establish and maintain a reserve account as it determines in good faith is necessary and adequate to make periodic repairs and improvements to any Common Areas, provided however that said reserve account shall include, at a minimum, the sum of \$2,500.00 for purposes of maintaining the private streets and stormwater management system.

(b) The Owner shall be responsible for maintenance and repairing any and all improvements located within his Lot, including, but not limited to painting, repairing, replacing and caring for roofs, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 3. Annual Assessment. Until January 1, 1990, the maximum annual assessment under this Article IV shall be \$200.00 per Lot, and the maximum annual dues, as defined in Article VIII below, shall be \$50.00 per Lot, for a total maximum annual assessment and annual dues amount of \$250.00 per Lot.

(a) From and after January 1, 1990, the maximum annual assessment under this Article IV may be increased each year not more than 25% above the potential maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1990, the maximum annual assessment under this Article IV may be increased above 25% of the previous year's potential maximum assessment by a vote of sixty-seven percent (67%) 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 annual assessment under this Article IV 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 property taxes upon any Common Areas, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 4. Special Assessments for Subdivision Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment under this Article IV for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such special assessment shall have the approval of not less than sixty-seven (67%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under 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 sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another second meeting may be called subject to the same notice requirement, and the required quorum at the second meeting shall be one-half (1/2) of the required quorum at the preceding meeting. If, at this second meeting, the required quorum, as noted above, is not present, another third meeting may be called, subject to the same notice requirement, and the required quorum at this third meeting shall be one-tenth (1/10) of the required quorum at the preceding meeting. No subsequent meetings shall be held more than

sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual assessments and special assessments under this Article IV shall be fixed at a uniform rate for all Lots in the Subdivision.

Section 7. Annual Assessment Periods and Due Date. The annual assessment under this Article IV shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment under this Article IV for each Lot in advance of each annual assessment period (except for the year in which this Declaration is recorded, when the Board of Directors of the Association may fix the amount of the current year's annual assessment at any time prior to December 1). Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence prior to the first day of the first month after this document is recorded in the public records of Escambia County, and shall commence thereafter as determined by the Association. Upon commencement, the Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessment. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for under this Article IV herein by non-use of the Common Areas, or by sale or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages of Record. Any lien of the Association for assessments under this Article IV recorded after the date of recordation of any mortgage shall be subordinate to the mortgage on the Lot. When the mortgagee of a mortgage of record, or other purchaser, of a Lot obtains title to the Lot as a result of foreclosure of the mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association pertaining to such Lot or chargeable to the former owner of such Lot which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessments that is recorded in the public records of Escambia County, Florida, prior to the recording of the foreclosed mortgage, and such subordinate lien shall be extinguished. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot so sold or transferred from the lien of, any assessments thereafter becoming due. All such assessments, together with interest, costs, and attorney's fees, shall, however, continue to be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. Except as hereinabove provided, the sale or transfer of an interest in any Lot shall not affect the assessment lien.

Section 10. Maintenance. In the event an Owner shall fail (after 30 days written notice from the Association, or the Architectural Control Committee, or the Architectural Review Representative, sent United States Mail, postage prepaid) to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion and otherwise satisfactory to the Board of Directors of the Association, the Architectural Control Committee, or the Architectural Review Representative may have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvements erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law (if not paid within 30 days after written demand therefore), as well as reasonable legal fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of the Owner of such Lot at the time such maintenance is performed.

Section 11. Limitations on Declarant's Obligation to Pay Annual Assessments and Special Assessments. Declarant shall be excused from paying annual assessments and special assessments under this Article IV of any nature upon Lots owned by Declarant until such time as Class B membership terminates under Article III, Section 2, above; provided however, Declarant shall be legally bound and hereby guarantees to cover any deficit or shortage that may arise in the budget of Association prior to such time as Class B membership terminates.

#### ARTICLE V ARCHITECTURAL CONTROL

Section 1. No building, fence, sign, wall, mailbox, sidewalks, or other structures or improvements of any nature whatsoever shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same in relation to surrounding structures and topography shall be approved in writing by the Architectural Control Committee, or the Architectural Review Representative, selected by a majority vote of the Architectural Control Committee. Detailed plans and specifications shall be submitted to the Architectural Control Committee, or the Architectural Review Representative in duplicate and written approval or disapproval shall be noted on both sets of plans and specifications or by separate letter. In the event the Architectural Control Committee, or the Architectural Review Representative, shall fail to approve or disapprove such design and location within thirty (30) days after the 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 initial members of the Architectural Control Committee shall be Michael E. Green and James D. Cronley. Michael E. Green and James D. Cronley shall serve as the sole members of the Architectural Control Committee until January 1, 1993, at which time successor members shall be appointed by the Board of Directors of the Association. In no case shall the Architectural Control Committee or the Architectural Review Representative unreasonably impede access to any Lot for the purpose of construction of structures upon any unimproved Lot. In all events, all construction shall conform to the requirements of the County of Escambia and any other requirements imposed by agencies or Boards with jurisdiction, and this Declaration.

Section 2. When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot in a manner that constitutes a violation of

these covenants and restrictions or the building setback lines shown on the recorded Plat, or this Declaration, the Architectural Control Committee, or the Architectural Review Representative may release the Lot, or parts of it, from any part of the covenants and restrictions, or setback lines, that are violated. The Architectural Control Committee, or the Architectural Review Representative, shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion.

All decisions of the Architectural Control Committee shall be by majority vote. It is contemplated that the Properties will be developed as an exclusive family residential subdivision. Accordingly, decisions of the Architectural Control Committee, and the Architectural Review Representative shall be based upon the uniform application of such reasonable but high standards as are consistent with an exclusive single family residential subdivision, such standards to include, among other things, the harmony of external design and location in relation to surrounding structures and topography, the type, kind and character of the buildings, structures and other improvements, and aesthetic qualities in general.

Section 3. Lots 1-19, Block A, Lots 1-10, Block B, Lots 1-17, Block C, and Lots 24-33, Block D, as designated on the Plat, shall comprise the "Landfall Cottage Vernacular District." Within the Landfall Cottage Vernacular District, all exterior conditions of a primary and accessory structure including ancillary elements not for habitation, shall be subject to review and prior approval by the Architectural Control Committee, or the Architectural Review Representative. Such conditions shall include, but not be limited to, satisfactory visible foundation systems, building size, massing, elevations, materials, colors, and required architectural elements. Other exterior building elements subject to prior approval shall include decks, balconies, screened porches, stairs, hand rails, guard rails, doors, and windows, roof type, slope, material, color and eave and fascia conditions. Ancillary elements shall include, but not be limited to, parking areas, walkways, fences, gates, mechanical equipment, mail receptacles, refuse containers, exterior lighting and vegetation. The Architectural Control Committee, or the Architectural Review Representative, may charge any Owner requesting such prior approval under this Section 3 a review fee of \$100.00 per review. The Declarant shall publish Architectural guidelines for the "Landfall Cottage Vernacular District." Should any conflicts arise between this Declaration and the Architectural guidelines, the guidelines shall supersede.

#### ARTICLE VI RESTRICTIONS

Section 1. Single Family Residence Purposes. No Lot in the Subdivision shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one, detached single-family dwelling not to exceed three stories in height and an attached private garage for at least two, except as provided in the Architectural guidelines of the "Landfall Cottage Vernacular District," but not more than three cars. A single-family dwelling may contain an attached servant's quarters. Notwithstanding the above restrictions, upon the express written approval of the Architectural Control Committee, or the Architectural Review Representative, the garage or servant's quarters may be detached.

Section 2. Minimum Square Footage. No one story residential structure shall be erected or placed on any Lot with a ground floor area on the first habitable floor of less than 1,800 square feet, exclusive of open porches, carports or garages. No residential structure with more than one story shall have a ground floor area

(first habitable floor) of less than 1,000 square feet and a total floor area of less than 1,800 square feet, exclusive of open porches, carports and garages.

Section 3. Setback Lines. No residential structure shall be erected on any Lot in the Subdivision which does not conform to the setback lines, if any, drawn on the recorded Plat of Landfall Subdivision. In addition, no dwelling shall be located nearer than twenty-five feet (25') to the front Lot line, no nearer to any side Lot line than ten percent (10%) of the dwelling site as measured at the front building setback line and no nearer than twenty-five feet (25') to the rear Lot line. The foregoing setback limitations may be changed by up to five feet (5') by a written waiver executed by the Architectural Control Committee, or the Architectural Review Representative.

Section 4. Green Belt Area. Within any "Greenbelt," as designated as such on the Plat, no trees of greater than 4 inches in diameter (measured 4 feet from the ground) shall be cut, no dredging, filling, structural improvements, planting or other materials of a temporary or permanent nature shall be placed or permitted to remain by any Owner which might appear unsightly or destroy or adversely affect the natural buffer inherently provided by same or be contrary to any applicable environmental rules or regulations pertaining thereto. Furthermore, before any activities shall be undertaken within a Greenbelt by an Owner, same shall first be approved by the Architectural Control Committee, or the Architectural Review Representative, which approval may require either a no-action letter or permit from any environmental or other agencies typically having jurisdiction with respect to such matters.

#### ARTICLE VII ADDITIONAL RESTRICTIONS

(a) Lot Variances. If one Lot and all or a portion of an adjacent Lot within the subdivision are utilized for one single-family residence, the setbacks required herein shall be measured from the boundary lines of the entire building plot being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent Lots may be utilized as a single family residential building plot, provided that no plot shall contain fewer square feet than the smallest plotted Lot within the subdivision, nor have a width, at the building setback line, of less than eighty feet (80).

(b) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on it that may become an annoyance or nuisance to the Owners of any Lot in the Subdivision.

(c) Landscaping/Enclosures. No fences or walls shall be constructed and no hedges shall be placed until their design construction and location are approved by the Architectural Control Committee, or the Architectural Review Representative. Outside the Landfall Vernacular District, no fence or wall may be constructed and no hedge planted nearer to the front line than the front of the residential structure nor, if a corner Lot, nearer to the side street than the side of the residential structure. Except as to continuance of the requirement for approval by the Architectural Control Committee, or the Architectural Review Representative, this restriction does not apply to any growing fence or hedge which does not exceed four feet (4) in height.

(d) Maintenance. All structures, improvements, yards, drives and landscaping must be diligently and properly maintained so as to secure the aesthetics of an exclusive, first class residential

neighborhood. Failure to so maintain shall be sufficient grounds for a judicial proceeding at law or equity by any Owner to enforce this provision.

(e) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other household pets may be kept. However, no dogs, cats or other household pets may be kept, bred or maintained for any commercial purposes, and may not be kept in such numbers as to be an annoyance or nuisance to other Owners in the Subdivision, and may not be permitted to run at-large.

(f) Dumping. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

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

(h) Utilities. An easement is reserved over and across each Lot in the Subdivision (except those portions on which a residential dwelling is actually constructed) for the purpose of installing, repairing and maintaining or conveying to proper parties for the installation, repair or maintenance of electric power for the Lots in the Subdivision, and easements shown or reserved on the recorded Plat of the Subdivision, if any, are hereby adopted as part of these restrictions.

(i) Drainage. Drainage easements shall not be obstructed in any way that will alter the proper flow of stormwater drainage. The Association shall have the right to keep all drainage facilities clear and open and shall have the express right to enter upon the Lots to accomplish said maintenance, cleaning and opening. The Owner of any Lot may, with prior approval of the Architectural Control Committee, or the Architectural Review Representative, construct a driveway, fence, or similar structure or improvement above any underground drainage easement.

(j) Mineral Exploration. No exploration or drilling for oil, gas or other minerals, and no oil refineries of any kind shall be permitted or allowed on any Lot in the Subdivision.

(k) Environmental Regulation. All federal laws, laws of the State of Florida, Laws of Escambia County and any related rules and regulations of their respective administrative agencies now or hereafter in effect with regard to sewage, disposal, water supply, sanitation, and land use are incorporated herein and made a part hereof.

(l) Pollutants. In the interest of public health and sanitation and in order that the Properties and all other land in the same locality may be benefited by a decrease in hazards of pollution and for protection of water supplies, recreation, wildlife and other public uses of storm drainage facilities, no Owner or occupant of any Lot in the Subdivision shall use such Lot for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system, any refuse, sewage, or other material which might tend to pollute said waters.

(m) Recreational Vehicles. Except as provided for in the Architectural guidelines of the "Landfall Cottage Vernacular District," every residential structure constructed shall contain, at a minimum, a double garage. In addition, each residential structure shall contain adequate storage for the parking and/or storing of automobiles, boats, trailers, campers, motorcycles, motorbikes and all other like vehicles and equipment. No trailer, mobile home, camper, motorbike, motorcycle, motorscooter, boat, boat trailer, house trailer, tractor, or commercial vehicle of any kind, or any

other vehicle, machine, equipment or apparatus other than operating passenger vehicles shall be parked in any driveway or on any Lot in the Subdivision except in a garage or other appropriate storage areas approved in advance by the Architectural Control Committee, or the Architectural Review Representative, and no such non-passenger vehicle shall, at any time, be used as a residence, temporary or permanent.

(n) Enforcement. These covenants may be enforced by any Lot Owner or by the Architectural Control Committee, or the Architectural Review Representative, against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages, and in the event of such enforcement the prevailing party shall be entitled to recover his costs and reasonable attorney's fees from the other party.

(o) Modification/Duration. Any or all of the restrictions herein contained may be annulled, amended or modified at any time by an instrument executed by the then record Owners of sixty-seven percent (67%) or more of the Lots in the Subdivision; provided however, that no amendment shall place an additional burden or restriction on any Lot in the Subdivision covered by these covenants unless the Owner of record of said Lot joins in the amendment. Except as otherwise provided for in Article II, Section 3 (E), these covenants are to run with and bind the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years. Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time within two (2) years after date hereof if doing so is necessary or advisable to accommodate either the FHA, VA, FNMA or the like financing of residential structures within the Subdivision.

Any amendment or modification to this Declaration must be recorded in the public records of Escambia County, Florida.

(p) Invalidation. Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

(q) Additional Property. Declarant, for itself, its successors and assigns, and grantees, hereby reserves a non-exclusive but perpetual ingress and egress access easement over and across "Turquoise Drive," as designated as such on the Plat, for purposes of providing pedestrian and motor vehicular ingress and egress, access, and public utilities to certain real property owned by Declarant adjoining the Properties, which adjoining real property Declarant intends to develop in the future. This right shall remain in full force and effect in perpetuity, unless Declarant executes and records in the public records of Escambia County, Florida, a document which waives and relinquishes such right.

(r) Approval. As long as there is a Class B membership, the following actions will require the prior approval of the FHA, VA, or FNMA: Annexation of additional properties, dedication of Common Areas, and an Amendment of this Declaration of Covenants, Conditions, and Restrictions.

(s) Drainage. No one shall change the contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. The integrity of all swales shall be maintained at all times, and no Owner shall cause any construction upon the swales, including without limitation, construction of any driveway over and across the swales, without the prior approval of

the Architectural Control Committee, or the Architectural Review Representative.

(t) Underground Service Lines. All electric and telephone service lines and wiring for any dwelling or other building erected on a Lot shall be underground.

#### ARTICLE VIII COVENANT FOR MARINA ASSESSMENTS

It is anticipated that the Landfall Maritime Association shall establish a Marina on that certain real property adjoining the Properties and labeled as "Parcel D - Not Included In Plat" on the face of the Plat. All Owners, who are Class A members of the Association, as defined in this Article III, Section 2, shall be Associate Members of Landfall Marina Association, as provided by the By-Laws of the Landfall Maritime Association, as amended from time to time (the "Bylaws of Landfall Maritime Association"). All Class B member Owners are expressly excused from paying annual dues under this Article VIII of any nature until such time as Class B membership terminates under Article III, Section 2.

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each such Class A member Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, as agent for Landfall Maritime Association:

(a) Annual Dues as required by the Landfall Maritime Association under the By-Laws of Landfall Maritime Association (referred to hereinafter as the "annual dues").

The annual dues due Landfall Maritime Association, as described under this Article VIII, together with interest, costs and reasonable attorneys' fees, shall be a charge upon the land of any non-paying Class A member Owner and shall be a continuing lien upon the property against which each such assessment is made. Such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Annual Dues. The annual dues under this Article VIII shall be imposed on all Class A member Owners as determined and published by the Board of Directors of Landfall Maritime Association in accordance with the Bylaws of Landfall Maritime Association. Until January 1, 1990, the maximum annual dues per Lot per year, shall be \$50.00. Annual dues may be increased, subject to the terms and conditions of the Bylaws of Landfall Maritime Association.

Section 3. Effect of Non-Payment of Annual Dues and Remedies of the Association. Any annual dues due Landfall Maritime Association, not paid to Association within thirty (30) days after the due date, shall bear interest from the due date at the rate of eighteen percent (18%) per annum. Either the Landfall Maritime Association or the Association may bring an action at law against the Class A member Owner personally obligated to pay the same, or foreclose the lien against the Lot, and such delinquent Class A member Owner may be expelled from the Marina and his membership in the Marina terminated, as more particularly described in the Bylaws of Landfall Maritime Association. No Class A member Owner may waive or otherwise escape liability for the annual dues provided for herein by non-use of the Common Areas, non-use of the Marina facilities, or sale or abandonment of his Lot.



DR BOOK 27386 130

Section 4. Subordination of the Lien to Mortgages of Record. Any lien of the Association for annual dues under this Article VIII recorded after the date of recordation of any mortgage shall be subordinate to the mortgage on the Lot. When the mortgagee of a mortgage of record, or other purchaser, of a Lot obtains title to the Lot as a result of foreclosure of the mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the annual dues by the Association pertaining to such Lot or chargeable to the former owner of such Lot which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure, unless such annual dues are secured by a claim of lien for assessments that is recorded in the public records of Escambia County, Florida, prior to the recording of the foreclosed mortgage, and such subordinate lien shall be extinguished. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot so sold or transferred from the lien or, any annual dues thereafter becoming due. All such annual dues together with interest, costs, and attorney's fees, shall, however, continue to be the personal obligation of the person who was the Class A Owner of the Lot at the time the annual dues fell due. Except as hereinabove provided, the sale or transfer of an interest in any Lot shall not affect such lien.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this the 24th day of July, 1989.

SIGNED, SEALED and  
delivered in the  
presence of:

LANDFALL, a Florida general  
partnership

Patricia H. H. H. H.  
Jo Lynn Payne

By: Michael Green  
General Partner

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of July, 1989 by Michael Green, as general partner of Landfall, a Florida general partnership, on behalf of the partnership.

Christine Thompson  
Notary Public, State of Florida  
My Commission Expires: Nov 16, 1992

L-declar

Prepared By:  
James S. Campbell  
Beggs & Lane  
P. O. Box 12950  
Pensacola, FL 32576

## EXHIBIT "A"

A parcel of land in Sections 18, 19, and 24, Township 3 South, Range 31 West, Escambia County, Florida, containing 42.3191 acres more or less and described as follows: Begin at the intersection of the East line of the said Section 24 with the mean high water line on the north shore of Big Lagoon; thence go N  $00^{\circ}36'19''$  E along the East line of the said Section 24 a distance of 845.86 feet to a concrete monument at the Southwest corner of the said Section 18; thence go S  $89^{\circ}47'59''$  E along the South line of the said Section 18 a distance of 330.00 feet; thence go N  $00^{\circ}37'45''$  W a distance of 1328.75 feet; thence go N  $89^{\circ}51'05''$  W a distance of 202.76 feet to the Southerly right-of-way line of Gulf Beach Highway (County Road 297, 66' R/W); thence go S  $39^{\circ}59'45''$  W along the said right-of-way line a distance of 1859.96 feet to an intersection with the North right-of-way line of Bertha Street; thence go S  $89^{\circ}49'54''$  E along the North right-of-way line of Bertha Street a distance of 91.29 feet to the point of curvature of a circular curve concave to the Southwest, having a radius of 110.00 feet, a central angle of  $89^{\circ}58'00''$ , a chord bearing S  $44^{\circ}50'54''$  E and a chord distance of 155.52 feet; thence go Southeasterly along the said curve an arc distance of 172.72 feet to a point of tangency; thence go S  $00^{\circ}08'06''$  W along the East right-of-way line of the said Bertha Street and an extension thereof a distance of 772.84 feet to the mean high water line of Big Lagoon; thence go Easterly along the mean high water line of Big Lagoon a distance of 902 feet more or less to the Point of Beginning; LESS AND EXCEPT

A parcel of land in Section 24, Township 3 South, Range 31 West, Escambia County, Florida, containing 25886 square feet more or less and described as follows: Commence at a concrete monument at the intersection of the North line of the said Section 24 and the Southerly line of Gulf Beach Highway (County Road 297, a 66' R/W) as shown on the plat of Quinavista, according to plat recorded in Plat Book 2 at Page 68 of the Public Records of said County; thence go S  $39^{\circ}59'45''$  W along the said right-of-way line a distance of 130.26 feet to an intersection with the Northerly right-of-way line of Bertha Street (60' R/W); thence go S  $89^{\circ}49'54''$  E along the Northerly right-of-way line of Bertha Street a distance of 91.29 feet to the point of curvature of a circular curve concave to the Southwest, having a radius of 110.00 feet, a central angle of  $89^{\circ}58'00''$ , a chord bearing S  $44^{\circ}50'54''$  E and a chord distance of 155.52 feet; thence go Southeasterly along the said curve and right-of-way line an arc distance of 172.72 feet to a point of tangency; thence go S  $00^{\circ}08'06''$  W along the Easterly right-of-way line of Bertha Street and an extension thereof a distance of 499.03 feet to the Point of Beginning of this description; thence go S  $89^{\circ}51'54''$  E a distance of 130.54 feet to a point on a non-tangent circular curve concave to the Northeast, having a radius of 60.00 feet, a central angle of  $54^{\circ}49'44''$ , a chord bearing S  $19^{\circ}37'01''$  E, and a chord distance of 55.25 feet; thence go Southeasterly along the said curve an arc distance of 57.42 feet; thence go N  $89^{\circ}51'54''$  W a distance of 58.95 feet; thence go S  $00^{\circ}08'06''$  W a distance of 196.17 feet to the mean high water line of Big Lagoon; thence go Southwesterly along the mean high water line of Big Lagoon a distance of 93.83 feet more or less to an intersection with the line bearing S  $00^{\circ}08'06''$  W from the Point of Beginning; thence go N  $00^{\circ}08'06''$  E a distance of 273.81 feet more or less to the Point of Beginning.

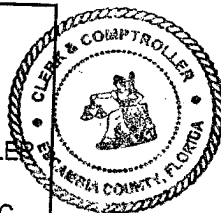
CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL

PAM CHILDERS

CLERK OF THE CIRCUIT COURT & COMPTROLLER

ESCAMBIA COUNTY, FLORIDA

BY: *Kate H. Childers* D.C.  
DATE: 6-11-18



HOLD/HARMLESS AGREEMENT  
DRAINAGE EASEMENT

OR NO: 27386 132

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THIS AGREEMENT, made this 15th day of May, 19 89,

by and between Landfall Homeowner's Association, Inc., a Florida non-profit corporation  
("Association")as Party of the First Part, and  
Escambia County, Florida, as Party of the Second Part,

WITNESSETH:

The party of the First Part does hereby grant unto the Party of the Second Part, a perpetual easement over and across the following described property, situate, lying and being in Escambia County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND  
INCORPORATED HEREIN BY THIS REFERENCE

for the purpose of permitting surface and storm waters to flow over and across the aforesaid property.

The party of the First Part, for itself and assigns, does hereby agree to indemnify and hold the Party of the Second Part harmless and blameless for any and all damage or claims for damage whatsoever that may or might hereinafter be made or incurred by or because of surface or storm waters standing or flowing or which have stood or flowed over and across and through said described property or portion thereof. The Party of the First Part does for itself and assigns, forever release, forego and relinquish all rights to sue, collect or requite the Party of the Second Part from damage or claims for damage whatsoever that may or might be incurred from surface or storm waters standing or flowing or which have stood or flowed over the aforesaid described property or portion thereof of the Party of the First Part, which may or might occur from any change or alteration of surface or storm waters from the adjacent property.

Association, as Party of the First Part, does hereby for itself, its successors and assigns covenant and agree to maintain the easement herein described for a storm water runoff retention basin and shall hold the Party of the Second Part harmless for any expenses involved in the maintenance of said easement for such purpose.

The covenants contained herein shall be construed to be real covenants running with the land and binding on all subsequent owners.

IN WITNESS WHEREOF, the Party of the First Part, in pursuance of due and legal action of its stockholders and Board of Directors has executed these presents, causing its name to be signed by its president

and its corporate seal to be affixed hereto the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: LANDFALL HOMEOWNER'S ASSOCIATION, INC.,  
a Florida non-profit corporation

Its President

(ls)

ATTEST:

Its

(ls)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before the subscriber appeared Michael E. Green

, known to me to be the individual

described by said name, who executed the foregoing instrument, and to be the President

of Landfall Homeowner's Association, Inc., a Florida non-profit corporation

and acknowledged and declared that he as president

of said corporation and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 15th day of May

, 19 89.

NOTARY PUBLIC

My Commission Expires: 1/7/93

OR BOOK 2738M 134

THIS AGREEMENT accepted by Escambia County, Florida, at the meeting of  
the Board of County Commissioners of Escambia County, Florida this

23rd day of May, 1989.

ATTEST:

JOE A. [illegible]  
COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By

Willie J. Junior  
Chairman

This instrument prepared by:

James S. Campbell  
Beggs & Lane  
P. O. Box 12950  
Pensacola, FL 32576

DA 800 2738 135

## EXHIBIT "A"

Parcel A, Parcel B, Parcel C, and Parcel E, all as designated as  
 such on that certain Plat recorded in Plat Book 14 at Pages  
11&11A of the Public Records of Escambia County, Florida.

IN REPLY TO THE  
 OF A PLAT BOOK  
 PLAT BOOK NO. 14

AUG 8 9 56 AM '05

FILED AND RECORDED IN  
 THE PUBLIC RECORDS OF  
 ESCAMBIA CO. FLA. ON

735434

CERTIFIED TO BE A TRUE COPY OF THE  
 ORIGINAL ON FILE IN THIS OFFICE  
 WITNESS MY HAND AND OFFICIAL SEAL  
 PAM CHILDERS  
 CLERK OF THE CIRCUIT COURT & COMPTROLLER  
 ESCAMBIA COUNTY, FLORIDA  
 BY: Kate G. G. D.C.  
 DATE: 6-11-12



THIS INSTRUMENT WAS PREPARED BY:  
VINCE J. WHIBBS, JR. OF

EMMANUEL SHEPPARD & CONDON  
ATTORNEYS AT LAW  
30 SOUTH SPRING STREET  
PENSACOLA, FL 32501

3425M 889

STATE OF FLORIDA

COUNTY OF ESCAMBIA

**AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LANDFALL, A SUBDIVISION LOCATED IN THE  
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LANDFALL is made on this the 19th day of August, 1993, by the undersigned Record Owners of lots in Landfall, a subdivision located in the County of Escambia, State of Florida, as recorded in Plat Book 14, Pages 12-12A of the Public Records of said County.

**W I T N E S S E T H**

WHEREAS, Landfall, a Florida general partnership, was the developer of Landfall, a subdivision located in Escambia County, State of Florida, according to a Plat thereof recorded in Plat Book 14 at Pages 12-12A of the Public Records of said County; and

WHEREAS, Landfall, a Florida general partnership, by virtue of a Declaration of Covenants, Conditions and Restrictions for Landfall recorded in Official Records Book 2738 at Pages 118 of the Public Records of Escambia County (hereafter "Declaration") did encumber and restrict all of the Lots in said subdivision to covenants, conditions and restrictions which run with the land and which are binding on the future grantees of Lots within said subdivision; and

WHEREAS, pursuant to Article VII, Additional Restrictions, (O) Modifications/Duration, the Declaration may be amended by an instrument executed by the then record Owners of sixty-seven percent (67%) or more of the Lots in the Subdivision; and

WHEREAS, West Florida Developers, Inc. has purchased all of the previously unsold Lots from Liberty Bank, successor in interest to Landfall, a Florida general partnership, and desires to assume the position of substitute developer of the subdivision; and

WHEREAS, West Florida Developers, inc. is the current record owner of more than seventy (70) percent of the lots comprising the subdivision and is desirous of amending the Declaration so as to facilitate FHA/VA guaranteed financing of residences constructed or proposed to be constructed within said subdivision.

NOW, THEREFORE, the undersigned, for themselves, their successor and assigns, do hereby amend the Declaration of Covenants, Conditions and Restrictions for Landfall, as follows:

Article I, Section 6 shall be amended to read as follows:

"Declarant" shall mean and refer to Landfall, a Florida general partnership effective with the date of recording the Declaration of Covenants, Conditions and Restrictions for Landfall, and continuing to the date of recording the Amendment to said Declaration. Commencing with the recordation of the Amendment to the Declaration of Covenants, Conditions and Restrictions, "Declarant" shall mean and refer to West Florida Developers, Inc., a Florida corporation.

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
OF ESCAMBIA COUNTY, FLORIDA  
DATE: 6-11-19  
D.C.



3425 890

Article II, Section 4(c) shall be amended to read as follows:

- (c) Subject to the provisions of Article II, Section 3, the right of the Association to dedicate or transfer all or any part of its title to the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association members. Notwithstanding the foregoing, no such dedication or transfer shall be effective unless an instrument signed by sixty-seven percent (67%) of each class of such members agreeing to such dedication or transfer has been recorded, and provided further that no such transfer shall have the effect of restricting and Lot Owner's right of access for ingress or egress.

Article II, Section 4(d) shall be amended to read as follows:

- (d) The right of the Association in accordance with its Articles of Incorporation and Bylaws of the Association to borrow money for the purposes of improving the Common Areas and facilities, and in aid thereof, to mortgage said property, provided that no such mortgage shall be effective unless an instrument signed by sixty-seven percent (67%) of each class of such members consenting to such mortgage has been recorded, and provided further, that the rights of such Mortgagee of the Common Areas shall be subordinate to the rights of Lot Owners hereunder.

Article III, Section 2(b) shall be amended to read as follows:

- (b) On January 1, 1995.

Article IV, Section 3 shall be amended to read as follows:

Section 3. Annual Assessment. Until January 1, 1993, the maximum annual assessment under this Article IV shall be Two Hundred Dollars (\$200) per lot and the maximum annual dues, as defined in Article VIII below shall be Fifty Dollars (\$50) per Lot, for a total maximum assessment and annual dues amount of Two Hundred Fifty Dollars (\$250) per lot.

- (a) From and after January 1, 1993, the maximum annual assessment under this Article IV may be increased each year not more than five percent (5%) above the potential maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1, 1993, the maximum annual assessment under this Article IV may be increased above five percent (5%) of the previous years potential maximum assessment by a vote of sixty-seven percent (67%) of the lot Owners who are voting in person or by proxies at a meeting duly called for this purpose.
- (c) The Board of Directors of the Association shall affix the annual assessment under this Article IV at an amount not in excess of the potential maximum assessment.
- (d) Deleted in its entirety.



3425N 891

Article IV, Section 8 shall be amended to read as follows:

Section 8. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessment provided for under this Article IV herein by nonuse of the Common Areas, or by sale or abandonment of his Lot.

Article IV, 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 Lots shall not effect 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 became 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.

Article IV, Section 11 shall be amended to read as follows:

Section 11. Limitation on Declarant's Obligation to Pay Annual Assessments and Special Assessments. Declarant shall be excused from paying annual assessments and special assessments under this Article IV of any nature upon Lots owned by Declarant until such time as Class B membership terminates under Article III, Section 2 above; provided, however, Declarant shall be legally bound and hereby guarantees to cover any deficit or shortage that may arise in the budget of Association prior to such time as Class B membership terminates. Any amounts due from Declarant to cover any deficit or shortage of the Association shall be considered in all respects as an Assessment as provided in Article IV, Section 1 herein.

Article VII(o) shall have the last sentence amended to read as follows:

Notwithstanding the foregoing, Declarant reserves the right unto itself to amend this Declaration at any time prior to January 1, 1995 if doing so is necessary or advisable to accommodate either the FHA, VA or the like financing of residential structures within the subdivision.

Article VII(r) is amended to read as follows:

- (r) 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 Areas and any Amendment

34257 892

of this Declaration of Covenants, Conditions and Restrictions.

Article VIII, Section 2. Annual Dues. Last sentence shall be amended to read as follows:

Until January 1, 1994, the maximum annual dues per lot per year shall be \$50.00. Annual dues may not be increased by more than five (5) percent of the assessment for the previous year.

Article VIII, Section 3. The first sentence shall be amended to read as follows:

Any annual dues due Landfall Maritime Association, not paid to the Association with thirty (30) days after the due date, shall bear interest from the due date at the rate of six (6) percent per annum.

Article VIII, Section 4 shall be deleted in its entirety and replaces with the following:

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 Lots shall not effect 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 became 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.

IN WITNESS WHEREOF, the undersigned owner of the described lots within the Landfall Subdivision, in pursuance of due and proper action, has executed these presents, as of the date and year first above written.

Signed, Sealed and Delivered  
in the presence of:

WEST FLORIDA DEVELOPERS, INC.  
A Florida Corporation

Richard H. Ogburn  
Richard H. Ogburn

BY: James J. Marks, Jr.  
Its President  
James J. Marks, Jr.

Vince J. Whibbs, Jr.  
Vince J. Whibbs, Jr.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 1993 by James J. Marks Jr., as President of West Florida Developers, Inc., a Florida Corporation, on behalf of such corporation, who personally appeared before me and is personally known to me or who has produced Personally Known (type of identification) as Identification.

Vince J. Whibbs, Jr.  
Notary Public, State of Florida

VINCE J. WHIBBS, JR.  
NOTARY PUBLIC-STATE OF FLORIDA  
COMMISSION EXPIRES APRIL 23, 1997  
COMMISSION # CC273933

25 x 17

25 x 17

3425W 893

JOINDER BY MORTGAGEE

The undersigned, as owner of a Mortgage encumbering portions of Landfall Subdivision, do hereby join and consent to this instrument, intending that by so doing our rights as Mortgagee are subject to the terms and conditions of this Amendment to the Declaration.

Signed, Sealed and Delivered  
in the presence of:

LIBERTY BANK, A Florida Banking  
Corporation

Judy Hardy  
Judy Hardy  
Karen Baer  
Karen Baer

BY: [Signature]  
Its President  
Lonnie M. Gilmore

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of August, 1993, by Lonnie M. Gilmore, as Exec. Vice President of Liberty Bank, a Florida Banking Corporation, on behalf of such corporation, who personally appeared before me and is personally known to me or who has produced (type of identification) as Identification.

Judy G. Hardy  
Notary Public, State of Florida

JUDY G. HARDY  
"Notary Public—State of Florida"  
My Commission Expires November 21, 1993  
AA 713033

clg\vju\landfall\amend.doc

SEP 1 10 13 AM '93  
LIBERTY BANK  
FLORIDA  
61919

**AFFIDAVIT**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned Notary Public, in and for the County and State aforesaid, personally appeared ALVIN COBY, who, being by me first duly sworn, deposes and says:

1. Affiant is a member of the board of directors of Landfall Homeowners Association, Inc. ("Association"). He is over the age of twenty-one, has personal knowledge of the matters set forth herein, and is authorized and competent to testify thereto.

2. Affiant affirms that at least 7 days before the Landfall Homeowner's Association's board of directors' meeting, the Association caused a notice and statement to be mailed or hand-delivered by Suzanne Blankenship to the members of the Association stating the meeting time and place and containing a statement of marketable title action in substantially the form of Section 712.06(1)(b), Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

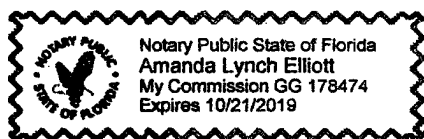
DATED THIS 20<sup>th</sup> DAY OF April, 2018.

LANDFALL HOMEOWNERS  
ASSOCIATION, INC.

Alvin J. Coby  
ALVIN COBY, its President

The foregoing instrument was sworn to and subscribed before me this 20<sup>th</sup> day of April, 2018, by Alvin Coby, president of Landfall Homeowners Association, Inc.

Affiant is personally known to me OR has produced drivers license as identification.



Amanda Lynch Elliott  
(Signature of Notary Public)  
Print Name: Amanda Lynch Elliott  
Notary Public, State of Florida  
Commission Number GG 178474  
My Commission Expires: 10/21/19

1. BALL MICHAEL G & MARILYN F	4025 AZURE WAY	LANDFALL PB 14 P 12
2. JOLLEY KENNETH A	4023 AZURE WAY	LANDFALL PB 14 P 12
3. WILLIAMSON JOSEPH E &	4021 AZURE WAY	LANDFALL PB 14 P 12
4. WILLIAMSON JOSEPH E &	4019 AZURE WAY	LANDFALL PB 14 P 12
5. SORENSEN ALLEN T & BEVERLY A	4017 AZURE WAY	LANDFALL PB 14 P 12
6. ALEXANDER WILLIAM N	4011 AZURE WAY	LANDFALL PB 14 P 12
7. CHIAROLANZA MICHAEL J &	4009 AZURE WAY	LANDFALL PB 14 P 12
8. BRICKEY STEPHEN W &	4007 AZURE WAY	LANDFALL PB 14 P 12
9. ETSCHIED DALE	4040 MOONRAKER DR	LANDFALL PB 14 P 12
10. KOONTZ GEORGE & MARTHA	4044 MOONRAKER DR	LANDFALL PB 14 P 12
11. HAHN KRISTOPHER H	4046 MOONRAKER DR	LANDFALL PB 14 P 12
12. KIRK RICHARD L &	4048 MOONRAKER DR	LANDFALL PB 14 P 12
13. SMB PROPERTIES LLC	4050 MOONRAKER DR	LANDFALL PB 14 P 12
14. BREAUD ALEC	4056 MOONRAKER DR	LANDFALL PB 14 P 12
15. THOMPSON CHARLES M & KELLEY S	4060 MOONRAKER DR	LANDFALL PB 14 P 12
16. HILL JAMES J &	4064 MOONRAKER DR	LANDFALL PB 14 P 12
17. RADFORD CHARLEY AMOS	4066 MOONRAKER DR	LANDFALL PB 14 P 12
18. SLAY KENT R & SUSAN A	4070 MOONRAKER DR	LANDFALL PB 14 P 12
19. CZMUT EDWARD T	4074 MOONRAKER DR	LANDFALL PB 14 P 12
20. BOSSO TERENCE C	4041 MOONRAKER DR	LANDFALL PB 14 P 12
21. SCHARF E JONATHAN &	4043 MOONRAKER DR	LANDFALL PB 14 P 12
22. EZELL JOSEPH M &	4045 MOONRAKER DR	LANDFALL PB 14 P 12
23. COBY ALVIN G &	4047 MOONRAKER DR	LANDFALL PB 14 P 12
24. COBY ALVIN G &	4049 MOONRAKER DR	LANDFALL PB 14 P 12
25. WILLIS LEWIS C &	4034 LANDFALL DR	LANDFALL PB 14 P 12
26. SMITH STUART C & TAMMY M	4032 LANDFALL DR	LANDFALL PB 14 P 12
27. REFF ROGER G & HELGA	4030 LANDFALL DR	LANDFALL PB 14 P 12
28. WENZEL MARK A & JILL N	4028 LANDFALL DR	LANDFALL PB 14 P 12
29. WEIR THOMAS W	4047 LANDFALL DR	LANDFALL PB 14 P 12
30. GEORGE JEFFREY L	4045 LANDFALL DR	LANDFALL PB 14 P 12
31. S M B PROPERTIES LLC	4043 LANDFALL DR	LANDFALL PB 14 P 12
32. DILLARD ROBERT P	4041 LANDFALL DR	LANDFALL PB 14 P 12
33. MCTYEIRE WILLIAM W III	4039 LANDFALL DR	LANDFALL PB 14 P 12
34. MCCORT DANIEL & NANCY	4037 LANDFALL DR	LANDFALL PB 14 P 12
35. ROSS JERRY D & MARY ANN	4035 LANDFALL DR	LANDFALL PB 14 P 12
36. GILL KONRAD W & LEIGH ANN	4033 LANDFALL DR	LANDFALL PB 14 P 12
37. WOODARD JEFFREY & LAURA C	4031 LANDFALL DR	LANDFALL PB 14 P 12
38. WEST FLORIDA DEVELOPERS INC	4029 LANDFALL DR	LANDFALL PB 14 P 12
39. SCHMIDT DONALD &	4015 LANDFALL DR	LANDFALL PB 14 P 12
40. GIORDANO VINCENZO &	4011 LANDFALL DR	LANDFALL PB 14 P 12
41. SCHLAGHECK DAVID R	4009 LANDFALL DR	LANDFALL PB 14 P 12
42. WHITE FROSTIE A	4007 LANDFALL DR	LANDFALL PB 14 P 12
43. MUHL JAMES H JR &	4005 LANDFALL DR	LANDFALL PB 14 P 12

44. MUHL JAMES H JR	4003 LANDFALL DR	LANDFALL PB 14 P 12
45. RAMSEY GARY L	4001 LANDFALL DR	LANDFALL PB 14 P 12
46. LANDERS JUDSON THEODORE &	4001 INDIGO DR	LANDFALL PB 14 P 12
47. LANDERS JUDSON THEODORE &	4003 INDIGO DR	LANDFALL PB 14 P 12
48. COPELAND ROBERT P	4005 INDIGO DR	LANDFALL PB 14 P 12
49. KOEBEL ERIN K	4007 INDIGO DR	LANDFALL PB 14 P 12
50. WOLF CAROLYN V	4015 INDIGO DR	LANDFALL PB 14 P 12
51. KESSLER BERNICE T	4017 INDIGO DR	LANDFALL PB 14 P 12
52. RYBA GAYLE J	4020 TEAL WAY	LANDFALL PB 14 P 12
53. AKERS CARL M	4022 TEAL WAY	LANDFALL PB 14 P 12
54. WARREN WILLIAM C	4024 TEAL WAY	LANDFALL PB 14 P 12
55. DE SANTIS KENT W &	4026 TEAL WAY	LANDFALL PB 14 P 12
56. EVANS ALLEN F &	4028 TEAL WAY	LANDFALL PB 14 P 12
57. TROTTER CHARLES S &	4030 TEAL WAY	LANDFALL PB 14 P 12
58. TAMPARY ANTHONY T JR & STACY M	4032 TEAL WAY	LANDFALL PB 14 P 12
59. VOGHT CATHERINE DENICE &	4041 TEAL WAY	LANDFALL PB 14 P 12
60. FECKO FRANCIS D & R LYNNE	4039 TEAL WAY	LANDFALL PB 14 P 12
61. KINGSMAN KILTON D JR &	4035 TEAL WAY	LANDFALL PB 14 P 12
62. HAMILTON JAMES P III &	4031 TEAL WAY	LANDFALL PB 14 P 12
63. HOLT TIMOTHY	4029 TEAL WAY	LANDFALL PB 14 P 12
64. KOCHERT GARY L & SYLVIA E	4025 TEAL WAY	LANDFALL PB 14 P 12
65. WILSON WILLIAM S &	4023 TEAL WAY	LANDFALL PB 14 P 12
66. WARD THOMAS H	4021 TEAL WAY	LANDFALL PB 14 P 12
67. JEFFCOAT M W JR & KATHIE N	4022 AZURE WAY	LANDFALL PB 14 P 12
68. SORENSEN ALLEN T & BEVERLY A	4020 AZURE WAY	LANDFALL PB 14 P 12
69. PYLE TIMOTHY S & KIMBERLY M	4018 AZURE WAY	LANDFALL PB 14 P 12
70. MCCULLAR DAVID C	4016 AZURE WAY	LANDFALL PB 14 P 12
71. MCCULLAR DAVID C	4014 AZURE WAY	LANDFALL PB 14 P 12
72. WOLD JAMES &	4012 AZURE WAY	LANDFALL PB 14 P 12
73. WALLER CLYDE V & KATHY M	4010 AZURE WAY	LANDFALL PB 14 P 12
74. HAROLD JOHN M & GLENNDA B	4004 AZURE WAY	LANDFALL PB 14 P 12
75. ROSS STEVEN & JANIE	4002 LANDFALL DR	LANDFALL PB 14 P 12
76. PINNEY BRENDA A	4000 LANDFALL DR	LANDFALL PB 14 P 12
77. BUTTS GLENN L	4008 TURQUOISE DR	LANDFALL PB 14 P 12
78. RAGONE MICHAEL G	4006 TURQUOISE DR	LANDFALL PB 14 P 12
79. TAMPARY DOROTHY	4004 TURQUOISE DR	LANDFALL PB 14 P 12
80. FULLER ROBERT W & MARIANNE E	4002 TURQUOISE DR	LANDFALL PB 14 P 12
81. EVANS JOHN ALLEN &	4005 TURQUOISE DR	LANDFALL PB 14 P 12
82. EVANS JOHN ALLEN	4003 TURQUOISE DR	LANDFALL PB 14 P 12
83. VO FRANCIS &	4004 INDIGO DR	LANDFALL PB 14 P 12
84. KERRIGAN DEBORAH L	4006 INDIGO DR	LANDFALL PB 14 P 12
85. SHELL TRAVIS N &	4008 INDIGO DR	LANDFALL PB 14 P 12
86. KELLEY TOMMY D & SHERRIE A	4010 INDIGO DR	LANDFALL PB 14 P 12

87. STANDISH MYLES K & ANGELA M	4012 INDIGO DR	LANDFALL PB 14 P 12
88. SMALL CATHERINE M LIFE EST	4016 INDIGO DR	LANDFALL PB 14 P 12
89. HOFFMAN CHARLES D & THERESA C	4018 INDIGO DR	LANDFALL PB 14 P 12
90. CLARK FRANCIS P LIFE EST	4020 INDIGO DR	LANDFALL PB 14 P 12
91. FOSTER DANIEL A	4022 INDIGO DR	LANDFALL PB 14 P 12
92. HENDERSON JERRY C &	4024 INDIGO DR	LANDFALL PB 14 P 12
93. BARNETT MICHAEL R &	4026 INDIGO DR	LANDFALL PB 14 P 12