

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
CARRINGTON**

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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR CARRINGTON**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This Declaration of Covenants, Conditions, Restrictions and Easements for Carrington ("Declaration") is made on this 14th day of March, 2016, by THOMAS HOME CORPORATION, a Florida corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of over fifty percent (50%) of the Lots (defined below) in Carrington (defined below);

WHEREAS, Declarant intends, but is not required, to develop additional phases of Carrington and upon completion of each phase may subject such phase to this Declaration by recording an amendment in the public records;

WHEREAS, the Lots within Carrington will be used for single-family dwellings. The utility easements within Carrington will be used by the various utility providers to furnish services to the neighborhood, and the Common Property (defined below) will be transferred to a non-profit Florida corporation formed or to be formed by Declarant, which corporation will own such areas for the benefit of the homeowners in Carrington;

WHEREAS, certain parcels described as Private Golf Course Parcels "E," "F" and "J" and Private Park Parcels "C," "D," "H" and "K" on the plat recorded in Plat Book 18, at Pages 95-95F (the "Private Parcels") may, in the sole discretion of the Private Parcels Owner (defined below), be utilized to construct a golf course, but may also be utilized for any other legal purpose including further residential development;

NOW THEREFORE, Declarant hereby establishes this Declaration, which will run with the land and be binding on and inure to the benefit of every owner of property within Carrington.

**ARTICLE I
DEFINITIONS**

The following definitions apply wherever the capitalized terms appear in this Declaration. Both the singular and the plural version of the defined term shall be deemed to be included. Additional terms also may be defined the first time they appear.

1.1 "Additional Property" means any and all property that is adjacent to or abuts to any portion of the Land whether or not there is an existing or proposed road that lies between the

adjacent or abutting properties, and shall include, but not be limited to, the property described in Exhibit "B."

1.2 "Additional Property Owner" means Elandras, LLC, a Florida limited liability company, its successors and assigns.

1.3 "Articles" means the Articles of Incorporation of the Association, filed with the Secretary of State of Florida, as amended from time to time.

1.4 "Assessments" means, collectively, the following charges:

(a) "General Assessment" means the amount charged to each Member to meet the Association's annual budgeted expenses.

(b) "Individual Lot Assessment" means the amount charged to a Member's individual Lot for any charges particular to that Lot.

(c) "Special Assessment" means a charge to each Member for capital improvements or emergency expenses.

(d) "Golf Course Assessment" means the amount charged to each Member annually to assist in the costs associated with the ordinary maintenance, repair and upkeep of the Golf Course Parcels.

1.5 "Association" means the Carrington Phase I Owners' Association, Inc., a Florida non-profit corporation, its successors and assigns, formed or to be formed by Declarant.

1.6 "Board" means the Board of Directors of the Association.

1.7 "Bylaws" means the Bylaws of the Association.

1.8 "Carrington" refers to Carrington Phase I, as described in the attached Exhibit "A," the plat of which is recorded in Plat Book 18, at Pages 95-95F of the public records of Escambia County, and to any land later made subject to this Declaration, from time to time.

1.9 "Common Property" means those tracts of land that are (i) conveyed to the Association and designated in the deed as Common Area or Common Property; (ii) labeled as a Common Area on the Plat; or (iii) dedicated to the Association on the Plat. The term "Common Property" also means any personal property appurtenant to any real property owned by the Association or acquired by the Association if the personal property is designated as such in the bill of sale or other instrument conveying it. "Common Property" does not mean any area that is (i) dedicated in the plat to Escambia County or other party other than the Association; or (ii) sold to the Association unless the deed specifically designates the property as Common Area or Common Property. Neither the Golf Course Parcels (defined below) nor the Private Park Parcels (defined below) is Common Property and shall not become Common Property unless and until

deeded to the Association. The Association shall be deemed to accept any deed conveying any portion or all of the Golf Course Parcels and the Private Park Parcels.

1.10 "Declarant" means Thomas Home Corporation, a Florida corporation, its successors and assigns. Declarant may also be an Owner. The various rights of Declarant under this Declaration may be separated and assigned to different parties and, if so assigned, each assignee will be considered "Declarant" as to the specific rights so assigned. Declarant may collaterally assign its rights as Declarant by mortgage or other instrument, and such assignees may elect to either exercise the assigned rights or designate another party to exercise such rights if such assignees succeed to Declarant's interest in Carrington or any portion thereof.

1.11 "Declarant's Lender" shall mean and refer to a lender holding a mortgage made by Declarant and encumbering Carrington. It may also mean a lender holding a mortgage on the Additional Property.

1.12 "Declaration" means this Declaration of Covenants, Conditions, Restrictions, and Easements for Carrington and all supplements and amendments to this Declaration.

1.13 "Drainage System" means all drainage rights-of-way, lakes, ponds, water management tracts, drainage facilities, conservation districts, conservation areas, and buffer zones, within the Subdivision, as shown on the Plat. The "Drainage System" also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use or reuse water; (ii) prevent or reduce flooding, over drainage, environmental degradation and water pollution, or otherwise affect the quantity and quality of discharge from the Subdivision.

1.14 "Golf Course Parcels" means those Private Golf Course Parcels "E", "F" and "J" as shown on the Plat (defined below), together with any of the Additional Property that collectively may be developed as an eighteen (18) hole golf course within Carrington, but may also instead be utilized for any other legal purpose including, but not limited to, further residential development. The Golf Course Parcels may or may not be developed as a golf course at the sole discretion of the Private Parcels Owner (defined below). None of the Golf Course Parcels shall be considered Common Property within Carrington.

1.15 "Lot" means any lot shown on the Plat along with any improvements constructed on the Lot. The following are not considered to be Lots: any and all portions dedicated to the public on any Plat and any and all Common Property.

1.16 "Member" means a member of the Association. Each Owner is also a Member. There are two classes of Members as further defined in Section 6.2 below.

1.17 "Mortgagee" means any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes, but is not limited to, a bank, a savings and loan association, a mortgage lending company, an insurance company, a credit union, and the Federal National Mortgage Association or similar agency.

1.18 "Owner" means the record owner, whether that be one or more persons or entities, of (i) the fee simple title to any Lot, or (ii) a life estate in any Lot. "Owner" does not mean a Mortgagee.

1.19 "Private Parcels" means the Golf Course Parcels and the Private Park Parcels (defined below) as shown on the Plat, together with any of the Additional Property. Private Parcels shall also mean any property within the Plat labeled "Unplatted."

1.20 "Private Parcels Owner" means the owner of the Private Parcels which is, as of the date of this Declaration, Elandras, LLC, a Florida limited liability company, its successors and/or assigns.

1.21 "Private Park Parcels" means Private Park Parcels "C," "D," "H" and "K" as shown on the Plat, together with any of the Additional Property which may be utilized for any other legal purpose including, but not limited to, further residential development. The Private Park Parcels "C," "D," "H" and "K" may be developed in any legal manner at the sole discretion of the Private Parcels Owner. The Private Park Parcels shall not be considered Common Property within Carrington unless one or more of such parcels is deeded to the Association by the Private Parcels Owner. The Association shall be deemed to have accepted any deed by the Private Parcels Owner to the Association.

1.22 "Plat" means the plat of Carrington Phase I and the plats of any additional land annexed to and made part of Carrington, from time to time.

1.23 "Private Drainage Easement" means and refers to all real property (including improvements) encumbered with an easement for stormwater drainage as reflected on the Plat. A Private Drainage Easement shall be maintained by the owner of the encumbered property.

1.24 "Public Records" means and refers to the Official Records of Escambia County, Florida.

1.25 "Rules" means the rules governing the use of the Common Property originally enacted by Declarant and revised from time to time by the Board. The procedures regarding the Rules are set forth in Paragraph 4.6.

1.26 "Subdivision" refers to Carrington Phase I, the plat of which is recorded in the public records of Escambia County, and to any land later made subject to this Declaration, from time to time.

1.27 "Turnover" refers to the point in time in which the control of the Association is transferred to the Class A Members, being three (3) months after all phases of Carrington have been completed and made subject to this Declaration, and 90% of the Lots within all phases of Carrington have been conveyed to Members other than the Class B Member. The phrase "all phases of Carrington" means any additional phases developed or to be developed by Declarant in the future upon the Additional Property or any properties adjoining such Additional Property and the Subdivision.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

This article describes the real property of which Carrington will initially be comprised, and provides the method by which Additional Property may be added.

2.1 Initial Property. The property initially subject to this Declaration consists of the property referenced in Exhibit "A" to this Declaration, less and except any and all portions dedicated to the public on the Plat.

2.2 Annexation of Additional Property.

(a) Parties Authorized to Annex Property. Additional Property may be annexed by the following parties:

(i) By Declarant. Unless waived by recorded instrument, Declarant will have the right, but not the obligation, from time to time in its sole discretion, to annex any property to Carrington, if such property is adjacent to or abuts any property shown on the Plat. In determining whether the property to be annexed is adjacent to or abuts the property shown on the Plat, Declarant may disregard any roads that are situated between the property shown on the Plat and the property to be annexed.

(ii) By Association. Additional Property may be annexed to Carrington by the Association, but only after the termination of the Class B Membership.

(b) Procedure. The party effecting the annexation shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed by either Declarant, its assigns, or the president of the Association. The Supplemental Declaration shall contain the legal description of the property being annexed. The Supplemental Declaration may contain special provisions applicable to the property being annexed. These special provisions may limit the applicability of specific covenants, restrictions, and easements contained in this Declaration to the annexed property or may impose additional or different covenants, conditions, or restrictions to reflect the different character of the property being annexed. The party making the Supplemental Declaration will have sole discretion to determine the special provisions to be contained in the Supplemental Declaration; however, no special provisions may be included that exempt the owners of the property being annexed from equitably sharing in any common expense of the Subdivision. Upon recording the Supplemental Declaration, the annexed property will become part of Carrington.

2.3 Specific Group and Subgroup Use Restrictions. If the Private Parcels Owner, its successors or its assigns exercises its right to construct a golf course within Carrington, it will record in the Public Records a separate instrument in the future specifically applicable to the use and costs relating to the use of the golf course, which, when so recorded, shall also apply to all Lots therein specified. In the event of any conflict in use restrictions between the provisions of

this Declaration and the provisions of such separate instrument, the provisions of the separate instrument shall control.

**ARTICLE III
USE OF PROPERTY; ARCHITECTURAL REVIEW AND
CONSTRUCTION REQUIREMENTS**

To ensure that the homes and accessory buildings within the Subdivision are harmonious, Declarant will create an architectural review committee to approve all construction. Although certain requirements are specified herein, the Architectural Review Committee will not be limited to the specific requirements but rather will have broad discretion.

3.1 Architectural Review Committee.

(a) Composition. The Architectural Review Committee will consist of a single person or a committee of persons selected by Declarant. Declarant may temporarily delegate this right to appoint members or may assign this right by written instrument recorded in the Public Records. Members of the Architectural Review Committee will serve at the pleasure of the entity entitled to select the members and may be replaced at any time. If Declarant (or assignee) fails to appoint at least one person to the Architectural Review Committee and such vacancy continues for thirty (30) days after the Association gives written notice to Declarant (or assignee) of such vacancy, the Association will have the right to appoint the members of the Architectural Review Committee until such time as Declarant (or assignee) exercises its right of appointment. Once Declarant has sold all of the Lots in the Subdivision, Declarant will assign its rights to appoint members of the Architectural Review Committee to the Association. Meetings of the Architectural Review Committee will be held in accordance with §720.303, Florida Statutes, as amended.

(b) Professional Advisor. The Architectural Review Committee may employ one or more architects or land planners to advise the Architectural Review Committee. Each advisor may sit on the Architectural Review Committee as either a voting or nonvoting member, at the discretion of the other members of the Architectural Review Committee. At the discretion of the Architectural Review Committee, the advisor may be paid a reasonable fee derived from application fees or payable by the Association from the General Assessment.

3.2 Architectural Review Procedure.

(a) Construction Subject to Review. All construction, improvements, remodeling, or modification on or to a Lot, except interior alterations not affecting the external appearance of the Lot or improvements on a Lot, must be approved in advance by the Architectural Review Committee. This specifically includes, but is not limited to, painting or other alteration of a building (including doors, windows, and trim); replacement of roof or other parts of a building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels, or other devices; construction of fountains, swimming pools, whirlpools, or other pools; installation of playground equipment exceeding eighteen feet

in length or ten feet in height; construction of privacy walls or other fences or gates; addition of gazebos, pergolas, awnings, flower boxes, shelves, statues, or other outdoor ornamentation; addition of window coverings; installation of a well; and initial landscaping and any material alteration of landscaping. This right is general and is not limited to the specific items listed in this paragraph or in Paragraph 3.4. Construction effected by or on behalf of Declarant will not be subject to approval by the Architectural Review Committee.

(b) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all proposed clearing and landscaping; (ii) elevations of all proposed improvements; (iii) a lot survey showing current improvements; and/or (iv) such other items as the Architectural Review Committee requires. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with the submitted plans. Any modification to the approved plans must also be reviewed and approved by the Architectural Review Committee. The Architectural Review Committee may enact additional guidelines to supplement or modify the provisions set forth herein (the "Architectural Guidelines"). When such guidelines are enacted, they shall have the same authority as if included specifically herein. If any part of this Declaration conflicts with the Architectural Guidelines, the Declaration shall control. The Architectural Review Committee has the exclusive authority to amend the Architectural Guidelines by a majority vote of the members of the Architectural Review Committee.

(c) Basis for Decision. The Architectural Review Committee, in making its decisions, may consider purely aesthetic matters that in the sole opinion of the Architectural Review Committee will affect the desirability or suitability of the construction. The Architectural Review Committee will not be limited to the specific restrictions and requirements of this Article in making its decision.

(d) Application Fee; Deposit. The Architectural Review Committee may establish procedures for the review of applications, and impose a reasonable fee to be paid by the applicant for any costs incurred by the Architectural Review Committee in the review of applications, and may require such fee to be paid in full prior to review of any application. The Architectural Review Committee also may require an applicant to post a security deposit to ensure that all work is affected only in accordance with the approved plans. The Architectural Review Committee may retain the security deposit until all work has been completed in accordance with the approved plans.

(e) Notification of Approval. The Architectural Review Committee must notify an applicant in writing of its decision within sixty (60) days of receiving a completed application. If approval or disapproval is not given within sixty (60) days after submission of a completed application, the application will be deemed approved unless the applicant agrees to an extension.

(f) Approval of Builder. Builders must be approved in writing by the Architectural Review Committee before commencing building in the Subdivision. Approval of a Builder is in the sole and absolute discretion of the Architectural Review Committee. A "Builder" for purposes of this Declaration is an individual or company licensed by the State of

Florida to build residences in this State. An Owner may not act as his own builder unless the Owner meets the definition of "Builder" as set forth in this section. Builders must agree to build in accordance with the plans and specifications approved by the Architectural Review Committee, and the Architectural Guidelines. The Architectural Review Committee may require, in its sole and absolute discretion, a Builder to post a deposit with the Association to ensure that all work is affected only in accordance with the approved plans and the Architectural Guidelines. The Architectural Review Committee may determine, in its sole discretion, whether to hold all or a portion of said deposit as non-refundable to the Builder.

(g) Enforcement. If any construction or modification is undertaken that has not been approved or that deviates substantially from the approved plans, the Association may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorney fees at trial or on appeal. Any such action also shall determine entitlement to any retained security deposit. Additionally, at such time as Declarant (and its affiliates) owns no Lots within Carrington, each Owner and the Association will have the right to enforce these provisions. So long as Declarant owns one or more Lots, it shall, in its sole and absolute discretion, have the right to require the Association to enforce any part of this Declaration. The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

(h) Severability. If any term or provision, or any portion thereof, of this Declaration, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Section 3.2 shall not be affected thereby, and each term and provision of this Section 3.2 shall be valid and be enforced to the fullest extent permitted by law.

(i) Variances. The Architectural Review Committee shall have the authority within its sole discretion to waive in writing violations of any of the provisions of this Article III and/or grant deviations or variances, including violations of setback lines on the Plat or as set forth herein, it being understood that the Architectural Review Committee has no authority to waive or grant variances as to any violations of Escambia County ordinances. Deviations or variances shall only be granted when it is demonstrated by the Owner or other person requesting same that doing so will not impact adversely upon the aesthetic qualities of the proposed improvements, the Lot upon which same is located and the Subdivision as a whole, and, that same is consistent with a first class single family residential subdivision. Neither the Architectural Review Committee nor any of its members shall in any way or manner be held liable to any Owner, the Association, or any other person or entity for its good faith exercise of the discretionary authorities conferred by this Article.

3.3 Liability. The Architectural Review Committee, Declarant and the Association will not be liable to the applicant or to any other party to ensure that the proposed plans comply with any applicable building codes, for inadequacy or deficiency in the plans resulting in defects in the improvements, for drainage problems resulting from construction of improvements, or to ensure the construction was done in accordance with the plans. Notwithstanding the foregoing, in the event any action, proceeding or claim is made or brought against the Architectural Review

Committee, the Association shall indemnify, hold harmless and defend the members of the Architectural Review Committee against such action, proceeding or claim.

3.4 Specific Restrictions. The following restrictions shall apply to the Lots. However, the Architectural Review Committee will not be limited to these items when reviewing plans and will have broad discretion in the interpretation of these restrictions. In the event of a violation of these restrictions, the Architectural Review Committee shall have the right to impose a fine for each day the violation exists. The Architectural Review Committee may, in its sole and absolute discretion, waive in writing violations of any of the provisions of this Section 3.4, and/or grant deviations or variances. However, the waiver of a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

(a) Residential Building. No building may be erected, placed or permitted to remain on any Lot other than one single-family dwelling, a garage, and, if approved in writing by the Architectural Review Committee, accessory buildings such as a shed, playhouse or pool house that does not furnish residential accommodations. All buildings on a Lot shall be constructed as to be the same in style and color.

(b) Building Restriction Lines. No dwelling shall be located nearer to the streets or adjacent Lots than the applicable building setback requirements on the applicable Plat. The Architectural Review Committee may grant variances provided such actions are in accordance with the rules and regulations as set forth by Escambia County.

(c) Minimum Floor Space. Each dwelling located on a Lot greater than 110 feet in width (as measured from the road contiguous with the Lot) shall have a minimum floor area of 3,000 square feet. Each dwelling on a Lot between 85 and 110 feet wide shall have a minimum floor area of 2,400 square feet. Each dwelling located on a Lot less than 85 feet wide shall have a minimum floor area of 1,800 square feet. "Floor area" means enclosed livable floor area and does not include garages, porches (open or with screened enclosures), terraces or patios, and shall be measured from the outside of the exterior walls of the dwelling.

(d) Garage. Each dwelling must have an enclosed garage to accommodate at least two and not more than four cars, the design of which must be approved by the Architectural Review Committee. No carports will be permitted. No garage may be enclosed permanently or converted to another use without the substitution of another garage on the Lot meeting the requirements of this Declaration as approved by the Architectural Review Committee. All garage doors must be approved by the Architectural Review Committee. Garage doors must be kept closed except when opened for routine cleaning and maintenance not to exceed four (4) hours in duration or to permit persons or vehicles to enter and exit from a garage.

(e) Driveways. All Lots must have a paved driveway of stable and permanent construction extending from the adjacent street to the dwelling. All driveways must be concrete, brick pavers, stamped concrete or stone. The materials, design and location of the driveway shall be subject to approval by the Architectural Review Committee. Driveways on Meeting Street are strictly prohibited.

(f) Exterior Color and Materials; Exterior Maintenance. The color and materials of all exterior surfaces must comply with the Architectural Guidelines as provided in Exhibit "B" to this Declaration and will be subject to approval of the Architectural Review Committee. This restriction includes window tints and films. Each Owner shall at all times maintain the exterior of all structures on the Owner's Lot, any and all fixtures attached thereto, and landscaping in an attractive manner, as provided in the Architectural Guidelines.

(g) Roofs. Roofs shall have a minimum pitch of an 8 inch rise for each 12 inch run and be made of "25 year" minimum dimensional shingles or tile approved by the Architectural Review Committee. Certain architectural designs, such as a Savannah style or a Frank Lloyd Wright style, may require a lower pitched roof. In such instance, the Architectural Review Committee shall have the right to approve, in its discretion, a "lesser" pitch.

(h) Pools, Play Facilities, and Lighting. All recreation facilities constructed erected or permitted to remain on a Lot (temporarily or permanently), including, without limitation, swimming pools and any other play or recreation structures, basketball backboards, platforms, playhouses, dog houses, or other structures of a similar kind or nature (if visible from the front of the Lot) must be adequately walled, fenced, or landscaped in the manner provided in the Architectural Guidelines before such facility is constructed, erected or placed. All exterior lighting must be specifically approved by the Architectural Review Committee. Above ground pools are prohibited.

(i) Non-Interference with Easements. No structure, planting, or other material may be placed or permitted to remain on a Lot if it may damage or interfere with the installation and maintenance of any entry way, hedge, planting, tree, grass, fence or other improvement or landscaping located within the Common Property, unless approved in writing by the Architectural Review Committee. Any Private Drainage Easement area located on a Lot and all improvements on an easement area shall be maintained by the Owner of the Lot whereon the easement area lies. Any fences located within drainage easement areas must be constructed in such a manner so as not to prohibit or restrict the natural flow of stormwater. This provision may be enforced by any person or party benefiting from the easement.

(j) Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone, and television must be run underground from the connecting point therefrom to the dwelling in such a manner as is acceptable to the respective utility authority or company and the Architectural Review Committee. Wells may be installed only for landscaping irrigation purposes with Architectural Review Committee approval.

(k) Air Conditioning Units. No window or through the wall air conditioning unit will be permitted in any building or structure or elsewhere on any Lot.

(l) Mailboxes. No mailboxes, paper boxes, or other receptacles of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or permitted. Mail will be delivered to a central post office area within the Subdivision.

(m) Antennae and Satellite Dishes. Any antenna used for the purpose of receiving video programming must be approved by the Architectural Review Committee and provide for adequate landscaping so that such antenna shall be concealed from public view from any street so long as such placement will not: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude the reception of an acceptable quality signal. Satellite dishes greater than 39 inches in diameter are prohibited. The placement of any satellite dish 39 inches in diameter or less must be approved by the Architectural Control Committee and provide for adequate landscaping so that such dish shall be concealed from public view from any street so long as such placement will not: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude the reception of an acceptable quality signal.

(n) Clothes Drying Area. No clotheslines or other facilities or apparatus for the washing or drying of clothes outside of a dwelling shall be constructed or maintained on a Lot (or within a building, garage or other structure situated upon a Lot) if viewable from other Lots, Common Property or adjacent roads.

(o) Signs and Flags. No sign or flag of any kind shall be displayed on any Lot (whether freestanding, attached to a building, displayed in a window, or displayed from or on the interior or exterior of any vehicle) except under any of the following circumstances:

(i) Directional or traffic signs may be installed by the appropriate governmental authority, by Declarant or by the Board, and entrance or other identification or prohibition signs may be installed by or with the consent of the Architectural Review Committee;

(ii) Declarant may display signs for the sale of Lots, homes and promotion of the Subdivision;

(iii) One "For Sale" or "Open House" sign not more than two feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the agent for such Owner;

(iv) One name plate and address plate in size and design approved by the Architectural Review Committee may be displayed on a Lot;

(v) One portable, removable United States flag may be displayed on a Lot if done in a respectful manner consistent with Title 36 U.S.C. Chapter 10; and

(vi) One portable, removable decorative flag if the color, size, location and pictorial message content are acceptable to the Architectural Review Committee in its sole discretion for any or no reason whatsoever.

(p) Fences. No fences may be erected on any Lot without prior written approval of the Architectural Review Committee. All Owners whose back lot line sits adjacent

to another Lot may construct a fence along the back and side lot lines in accordance with this section and the Architectural Guidelines. As a general guideline (and not as a limitation of the discretion of the Architectural Review Committee), all such fences shall be of treated wood, six (6) feet in height and constructed using a "shadow-box" design. No fences, roads or structures of any type shall be placed within the landscape buffers as shown on the Plat. This buffer shall be left in its natural state to provide a screen between the Subdivision and the surrounding areas.

Fences shall be located only where indicated on plans approved by the Architectural Review Committee but, generally, will be permitted only in the rear and side yards of a Lot. Accordingly, fences will not be permitted closer to the street than twenty (20) feet behind the front face of the dwelling located on a Lot. If the front of the dwelling is irregular in design, the Architectural Review Committee will determine the setback requirement for the fences. These restrictions will not apply to fences constructed by Declarant or the Association along the boundary lines between Carrington and other properties which fences may be constructed of chain link or other material.

(q) Temporary Structures. No structure of a temporary nature, whether a trailer, tent, shack, garage, barn, or any other such building, is permitted on a Lot, nor shall any building that is unfinished on the exterior be occupied. This restriction does not apply to any temporary structure maintained for the sale of Lots or homes and related purposes as provided in paragraph (s) of this section.

(r) Completion of Construction and Repairs. All construction of improvements on a Lot and the construction, repair, or remodeling of any improvement must be diligently and continuously pursued once begun and, in any event, promptly completed within nine (9) months after commencement. All waste, including dirt, sand and other debris, shall be contained during construction and any debris that becomes scattered shall be picked up immediately by the person or company performing the construction. If the Owner, contractor or any person or company involved with the construction fails to keep the work area clean, and waste, sand and other debris contained, as determined by Declarant in its sole discretion, Declarant or the Association may perform any clean up to the area, and the Owner will be fined the cost of the clean up plus a twenty percent (20%) administrative fee. If the Owner fails to make this payment within five (5) days of demand, the cost and fees will constitute an Individual Lot Assessment against the Owner's Lot.

(s) Sales Offices. Notwithstanding anything in this Declaration to the contrary, Declarant and parties approved by Declarant may construct and maintain sales offices, model homes, construction trailers and sales trailers, together with a sign or signs relating thereto, on a Lot or Lots or on any other property within Carrington until such time as all of the Lots are sold.

(t) Lot Drainage. As part of the Carrington design process, Declarant has developed a Drainage System for Carrington. The Drainage System information is contained both on the recorded Plat and the construction plans for Carrington, a copy of which may be viewed or obtained from the Escambia County Planning and/or Engineering Departments or from Declarant. Each Owner shall comply with the provisions of the Drainage System. The

Association may choose, in its sole discretion, to enforce this section. An Owner which fails to comply with the requirements of the Plat or construction plans in the construction of improvements on a Lot shall hold the Declarant and the Association harmless and indemnify and defend the Declarant and Association for any loss, cause, damage or claim arising therefrom.

(u) Maintenance. Each Owner shall at all times maintain the exterior of all structures on the Owner's Lot and any and all fixtures attached thereto as well as the yard and all landscaping in an attractive manner. If an Owner fails to undertake the necessary repair or maintenance within seven (7) days of notice of a violation (given by Declarant, the Association or the Architectural Review Committee) or fails to complete the required work within fifteen (15) days of the notice, Declarant or the Association may effect the repairs or maintenance to the Owner's Lot to preserve the beauty, quality and value of the neighborhood (including mowing an unimproved or vacant Lot) and the costs of these repairs or maintenance plus a twenty percent (20%) administrative fee shall be payable by the Owner to the party effecting the work. If the Owner fails to make this payment within five (5) days of demand, the cost and fees will constitute an Individual Lot Assessment against the Owner's Lot. If the work was affected by Declarant, the Association will be responsible to pay the requisite costs and fees to Declarant and collect the same from the Owner. Each Owner grants Declarant, the Association and their respective contractors, employees and agents a perpetual easement to enter onto the Owner's Lot to carry out the work, and releases the parties from all liability with respect to such work. Additionally, the Association may impose a fine in accordance with Chapter 720 of the Florida Statutes for each day an Owner is in violation of this paragraph. If the Owner fails to make this payment within five (5) days of demand, the cost and fees will constitute an Individual Lot Assessment against the Owner's Lot.

(v) Noxious Vegetation. No Owner may permit the growth of noxious weeds or vegetation on the Owner's Lot or on the land lying between the street pavement and the front lot line of the Owner's Lot. All unimproved areas of a Lot must be maintained in a manner that is attractively landscaped and acceptable to the Association. Vacant lots owned by a party other than Declarant must be mowed and otherwise maintained (including erosion control) in a manner acceptable to the Association.

(w) Litter, Trash, Garbage. No garbage, trash, refuse or rubbish may be deposited, dumped or kept on any Lot except in closed sanitary containers screened from view from each lot line of the Lot. Trash containers must be placed in the front of the Lot on the day designated for pickup and promptly returned to the proper storage area as soon as possible on the same day.

(x) Nuisances. No Owner may cause or permit unreasonable noises or odors on the Owner's Lot. No Owner may commit or permit any nuisance, any immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to the other Owners or their guests. Soliciting within Carrington is strictly prohibited.

(y) Destruction or Damage to Subdivision Improvements. Owners will be responsible for any and all damage caused to Common Property or Subdivision improvements, including, but not limited to, curbs, gutters, water hydrants, sidewalks, power poles, or fences

erected by anyone, whether such damage is caused by the Owner or the Owner's employees, agents, invitees, guests, contractors, or subcontractors. Owners shall, during construction, create such barricades or fencing as is required to prevent erosion of soils onto Common Areas, public roads, or other Lots and police the areas for trash caused by those constructing improvements to the Owner's Lot. Any liability incurred under this provision will be both a personal obligation and an Individual Lot Assessment on such Owner's Lot.

(z) Landscaping. All Lots shall be fully landscaped in a way that complements the area. Any shrubs, plants or trees which may block views of the dwelling from the street in front of any Lot are prohibited provided, however, those shrubs, plants and trees may be utilized in landscaping which may alter the views, so long as they do not provide an effective screen which limits the view from the street entirely. The Architectural Review Committee shall have complete discretion in determining whether any Lot is in compliance with these requirements, which may be based upon purely aesthetic reasons. Any landscaped areas, landscaped by Association or Declarant, lying on the Common Property between a Lot and the road, street, drive, alley or access way, shall be maintained by the Lot Owner owning the Lot adjacent to such Common Property. No Owner shall have the right to remove any tree installed by the Declarant or the Association.

(aa) Parking of Wheeled Vehicles, Boats and Water Vessels. Cars, trucks, vans, tractors, recreational vehicles, trailers and motorized vehicles of any other type (collectively called "Vehicles") must be kept at all times completely inside a garage and out of view from each lot line of the Lot, and are not permitted to be parked elsewhere on a Lot or on a road, street, drive, alley or access way within the Plat except as otherwise specifically permitted in this paragraph. Boats and water vessels and trailers must be kept at all times completely inside a garage and out of view from each lot line of the Lot, and are not permitted to be parked elsewhere on a Lot or on a street within the Plat except as otherwise specifically permitted by the Architectural Review Committee. Private cars or private pickup trucks (exclusive of all other Vehicles) owned by an Owner or an Owner's guest may be parked in the Owner's driveway, but only if they do not display commercial signs or advertisement of any business, product, service or agency. Commercial Vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery service, but only while temporarily undertaking this activity and never overnight. Recreational vehicles, travel trailers, trailers, and campers may be parked in the driveway of a Lot for up to a total of forty-eight (48) hours per week for loading and unloading only, and never for dwelling purposes. No Vehicles may be repaired or maintained on or adjacent to a Lot, except within a garage. Vehicles engaged in construction of subdivision improvements or dwellings on behalf of Declarant will be permitted within Carrington for such purposes.

(bb) Pets. Up to two "household pets" may be kept at a Lot. All other pets and animals are strictly forbidden to be kept, bred, or maintained within Carrington. A "household pet" is a dog, cat, or other common domestic animal approved by the Architectural Review Committee. In no event may any pet, including household pets, be kept, bred, or maintained for any commercial purpose. Each Owner will be strictly responsible for the behavior of his or her household pets. An Owner may not permit the household pet to become a nuisance or annoyance to other Owners. Each Owner will be responsible to immediately collect and dispose

of waste and litter from the Owner's pets. Pets will not be allowed on the Common Property except in designated areas and then only in compliance with the Rules.

(cc) Leasing. Leasing of Lots for terms of less than seven (7) months is prohibited. Owners will be liable for any violations of this Declaration or the Rules adopted by the Association committed by their tenants or their invitees. Owner shall notify the Association prior to the commencement of any lease.

(dd) Time Sharing. No time-share ownership of Lots is permitted without the Association's express approval. As used herein, the term "time-share ownership" shall mean a form of ownership whereby ownership interest in a Lot is circulated among various owners on a recurring basis over a scheduled period of time. Leasing a Lot will not be considered time-share ownership.

(ee) Swimming. **WARNING: SWIMMING AND/OR PHYSICALLY ENTERING INTO ANY RETENTION POND OR OTHER PONDS LOCATED WITHIN THE COMMON PROPERTY OR ANY OTHER PROPERTY WITHIN THE SUBDIVISION IS STRICTLY PROHIBITED.**

3.5 Further Subdivision or Replat of Lots. Declarant reserves the right to re-subdivide the Lots; provided, however, no residence shall be erected on or allowed to occupy such re-subdivided Lot if the same has an area less than that required by any applicable zoning ordinance. In the event of re-subdivision all provisions in this Declaration will apply to each re-subdivided Lot as originally shown on the Plat. Owners (other than Declarant) may not subdivide or separate any Lot into smaller lots; however, this shall not prohibit corrective deeds or similar corrective instruments. An Owner may, by recording an instrument to that effect in the Public Records, combine two or more Lots for a single home site, whereupon the combined property will be deemed to be two or more separate Lots for all purposes, except that it shall be deemed to be a single Lot for the purposes set forth in this Article III. Notwithstanding anything herein to the contrary, where an Owner combines two or more lots, the Association may assess the Owner based on the original number of Lots. Declarant shall have the right to modify the Plat to make adjustments to Lot boundary lines if the Owners of the affected Lots consent. Declarant may make other adjustments to the Plat if Owners are not materially affected or if all Owners who will be materially affected consent to the modification. Owners shall not unreasonably withhold their consent to an adjustment, and consent will be deemed given if an Owner does not object in writing within thirty (30) days to a request for the Owner's consent. Declarant also may replat a Lot or Lots to Common Property, whereupon such replatted Lot or Lots will no longer be deemed a "Lot." Declarant also may establish additional easements on a Lot or Lots without the consent of the Owners.

3.6 Conversion of Lots to Other Uses. Notwithstanding anything herein to the contrary, Declarant reserves the right to (i) use any Lot owned by it for the purpose of ingress and egress to any adjoining property, and (ii) cause any Lot to be platted as a right-of-way. Declarant also reserves the right to impose additional easements on any Lot owned by Declarant.

ARTICLE IV COMMON PROPERTY

The Association will own and maintain the Common Property for the benefit of all Members and, when necessary, improve, convey, or lease the Common Property.

4.1 Title to Common Property.

(a) Ownership. The Common Property will be owned by the Association for the benefit of all Owners.

(b) Conveyance. The Association is authorized to buy or lease real or personal property to be added to the Common Property. After termination of the Class B Membership, the Association may (with the approval of 2/3 of the members voting in person or by proxy and the consent of Declarant so long as Declarant owns a Lot) sell or lease any part of the Common Property; however, membership approval is not needed for the Association to sell personal property or to grant easements on real property.

(c) Dedication. The Association may convey title to or dedicate the Common Property or any portion thereof to the public only with the approval of a majority of the Members voting in person or by proxy. Upon such dedication, all obligations of the Association regarding the property so dedicated will cease except for requirements imposed as a condition of the dedication.

(d) Acceptance of Delivery of Deed to Common Property. The Association shall accept delivery of any deed offered by the Declarant or Declarant's successors or assigns, which deed is for the purpose of conveying property to be owned as Common Property. Following such conveyance, Declarant or Declarant's successors or assigns shall have no further responsibility or liability for the property.

4.2 Maintenance; Management; Contracts.

(a) Association Responsibility. The Association will be responsible for the management, control, and improvement of the Common Property and must keep the same attractive, clean, and in good repair in accordance with the Declaration and applicable governmental regulations.

(b) Management Agreements. The Association may contract with Declarant or any other party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. The cost of management will be included within the General Assessment. The property manager for the Association, its employees, officers, contractors, and assigns will have the right to use the Common Property without liability for Assessments or other charges, as more particularly specified in the management agreement.

(c) Retention Pond Maintenance Plan. The Association will be responsible for the maintenance of all retention ponds within the Subdivision as follows:

(i) The Association must keep a set of the Subdivision construction plans as approved by Escambia County on file for future reference as needed;

(ii) The Association will inspect the ponds periodically and after each significant rain event to determine that the underdrain system is functioning adequately to lower the pond water to plan elevation within a period of thirty-six (36) hours after an event. If the ponds underdrain system is not functioning adequately, the Association will be required to clean the accumulated silts from the sand filter in the underdrain system and replace any sand lost during the process to that as specified on the construction plans;

(iii) The Association will be responsible for the maintenance of the side slope and will keep any and all vegetation or grass cut and picked up to avoid blinding of the underdrain system. The Association will also be responsible for maintaining healthy growth of side slope vegetation by repairing any eroded areas with fill and/or sod as necessary;

(iv) All inlets and piping are to be inspected periodically to assure that no clogging by debris or sand occurs. If clogging has occurred, it will be the responsibility of the Association to clean out the inlets and/or piping system; and

(v) The overall system as designated by the Plat and construction plans, including all ponds, and all structures, pipes and underdrains, is to be periodically inspected for structural failure. Should any such failure occur, it will be the responsibility of the Association to repair said failure.

4.3 Capital Improvements. The Association may make capital improvements to the Common Property and may modify the use of the Common Property. Any repair or replacement of existing improvements shall not be considered a capital improvement.

4.4 Damage or Destruction of Common Property by Owner. If any Owner or any guest, tenant, licensee, agent, employee, family member, or pet of an Owner damages any of the Common Property as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair will be the responsibility of the Owner and will become an Individual Lot Assessment payable by the responsible Owner.

4.5 Compliance with Laws. Lots and the Common Property may be used and must be maintained in accordance with all applicable law, ordinances, and regulations, including, without limitation, all regulations and requirements of the Escambia County, Florida and the Florida Department of Environmental Protection and the Northwest Florida Water Management District, as applicable.

4.6 Rules for Use of Common Property. Each Owner will have the right to use the Common Property only in accordance with the terms of the Rules initially made by Declarant and revised from time to time by a majority of the Board. The Rules may restrict the time of use, provide for the reservation of certain recreation facilities, provide limitations on use of the Common Property by an Owner, his family, guests and tenants, and provide a fee or charge for the use of the Common Property provided such fee or charge is uniformly assessed. No Owner will be entitled to any rebate or reduction in such Owner's Assessments on account of any such restrictions imposed on the Owner's use of the Common Property. The Rules will be kept at the offices of the Association and copies will be made available without charge to any Owner requesting the same. Rules shall take effect immediately upon approval or upon a later date selected by the Declarant or the Board. If requested by 15% of the Owners, a meeting may be called and any Rule may be repealed by a majority vote of the Owners. All Rules adopted by the Declarant or the Board are hereby expressly incorporated into any lease agreement entered into by any Owner for a Lot.

4.7 Tenant Violations. In the event that the Association determines that a tenant is in violation of the Declaration or the Rules, the Association shall notify the Owner and the tenant of the violation and afford the tenant and the Owner an opportunity for a hearing. If the violation continues for fifteen (15) days, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed for a Lot hereby irrevocably appoints the Association as its attorney in fact and agent in such an eviction action. All costs related to such action shall be the responsibility of the Owner and shall constitute an Individual Lot Assessment.

4.8 Drainage System Located in Common Property. The Association will be responsible for the maintenance, operation, and repair of the Drainage System. Maintenance means the exercise of practices that allow the system to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by Escambia County, the Florida Department Environmental Protection and/or the Northwest Florida Water Management District. Any repair or reconstruction of the Drainage System shall be as permitted or, if modified, as approved by Escambia County, the Florida Department of Environmental Protection and/or the Northwest Florida Water Management District.

4.9 Partition. There shall be no judicial partition of the Common Property, except as permitted in this Declaration. No person shall seek any partition of the Common Property unless the same is released from the provisions of this Declaration. This restriction shall not limit the authority of the Association to acquire or dispose of real property.

ARTICLE V GRANT AND RESERVATION OF EASEMENTS

5.1 Easements in favor of Owner.

Each Owner has the benefit of certain easements and the responsibility for others. Each Owner, their heirs, successors and assigns, is hereby granted the following perpetual easements:

(a) Owner's Easement of Enjoyment of the Common Property. Each Owner will have a non-exclusive right and easement of enjoyment in and to the Common Property, subject to the restrictions imposed in this Declaration or in the Rules. Any Owner, subject to the provisions of this Declaration, the Articles, the Bylaws, and the Rules, may delegate the Owner's right of enjoyment of the Common Property to the Owner's family, tenants, and guests.

(b) Owner's Easement for Ingress and Egress. Each Owner, together with such Owner's family, tenants, contractors and guests, will have a non-exclusive right and easement, subject to the restrictions imposed in this Declaration or in the Rules, for ingress and egress to and from the Owner's Lot, over and across the roads, streets, drives, alleys and access easements as depicted on the Plat. Additionally, every Owner, together with such Owner's family, tenants, contractors and guests, will have a non-exclusive right and easement over any roads, streets, drives, alleys and access easements to be constructed on additional phases of Carrington, once developed upon any Additional Property.

(c) Owner's Easements for Utilities. Each Owner, their heirs, successors and assigns, subject to the restrictions imposed in this Declaration or in the Rules, for the use and benefit of each Owner, their successors, assigns, tenants, contractors and utility service providers, shall have the non-exclusive right and easement in, under, through, on, over and across the Common Property for the purpose of providing, but only to the extent necessary to provide, to the Owner's Lot, all utilities that may be required or desired by each Owner, including for the purposes of construction, extension and maintenance of all utilities, compliance with all applicable government requirements as may relate, from time to time, to any such utilities, and sufficient access to accomplish all of the same. Such utilities shall include, but not be limited to, electricity, gas, water, telephone and cable television. Declarant shall make initial placement on the Common Property of the facilities for each particular utility. Thereafter, except as specifically provided in this Declaration to the contrary, the utility service providers may adjust, move or modify the location of such utility facilities then existing on the Common Property and any future utility facilities on the Common Property without amending this Declaration; provided, however, that (i) the utility service related to the particular utility facility to be or being adjusted, moved or modified shall continue to be adequately provided to other Owners and any Additional Property during such period of being adjusted, moved or modified; and (ii) during any repair, maintenance, adjustment, movement or modification of any utility facilities, other Owners, owners of the lots to be developed on any Additional Property and any business conducted thereon shall not be unreasonably inconvenienced or disrupted thereby. Upon completion of any such construction on the Common Property, the Common Property shall be cleared of any debris from such construction, any paved areas will be re-paved to the extent such pavement was removed, destroyed or disrupted during such construction, any unimproved dirt surface areas will be seeded and strawed as appropriate to control erosion, and any landscaped areas will be re-landscaped so that the portion of the Common Property subject to the construction easement hereunder shall be restored to the condition in which it existed immediately prior to such construction. The Owner will not have the right to the installation of utilities where such utilities are not installed in the Common Property and available to other similarly situated Lots.

(d) Owner's Easements for Stormwater. Every Owner, subject to the restrictions imposed in this Declaration, will have a non-exclusive right and easement to

discharge stormwater under, through, on, over and across any existing detention or retention pond(s) and/or stormwater sewers on the Common Property, all for the purpose of removing and discharging from the Lots any and all stormwater that may accumulate or otherwise be on the Lots. Except as specifically provided in this Agreement to the contrary, the Declarant, with respect to the Golf Course Parcels, and the Association with respect to the Common Property, may adjust, move or modify the existing detention or retention pond(s) and/or storm sewers on the Golf Course Parcels and Common Property, respectively, without amending this Declaration so long as such detention or retention pond(s) and/or storm sewers continue to adequately remove and discharge from the Lots any and all stormwater that may accumulate or otherwise be on the Lots. Nothing herein shall be construed to grant an Owner the right to enter the Golf Course Parcels or make any modifications to the stormwater system on the Common Property or the Golf Course Parcels.

Each Owner, their heirs, successors and assigns, for himself and his family, tenants, contractors and guests, agrees to indemnify and hold Association and Declarant, their successors and assigns, harmless, blameless and free of any and all loss, cause, damage or claim whatsoever arising from or in any way related to the use, occupancy, control or possession of any portion of the Common Property used by Owner for the purposes set forth hereinabove, or the acts or conduct of the Owner or the Owner's family, tenants, contractors or guests, including any attorney's fees or costs incurred or related to any claim related to or arising from such use, occupancy, control, possession, acts or conduct.

The easements set forth in this Section 5.1 will be appurtenant to and shall pass with title to every Lot.

5.2 Easements in Favor of Declarant.

The Declarant is reserving certain easements over, across, under, through and upon the Common Property and throughout the Subdivision. The Declarant hereby reserves for itself, and its successors and assigns, the following perpetual non-exclusive rights and easements:

(a) Declarant's Easement for Ingress and Egress. The Declarant reserves for itself, its successors and assigns, a non-exclusive easement, subject to the restrictions imposed in this Declaration, for the use and benefit of Declarant, its contractors, employees, agents, guests and invitees for ingress and egress to and from the Declarant's property, over and across the roads, streets, drives, alleys and access easements as depicted on the Plat.

(b) Declarant's Easement for Utilities. The Declarant reserves for itself, its successors and assigns, non-exclusive easements for the use and benefit of Declarant for ingress, egress, installation, replacement, repair, and maintenance of all public and private utilities and conveniences, over, across, under, through and upon the Common Property and all property subject to public utility easements depicted on the Plat. Declarant, its successors and assigns, for the use and benefit of Declarant, its successors, assigns, contractors and utility service providers shall have the non-exclusive right and easement in, under, through, on, over and across the Common Property for the purpose of providing all utilities that may be required or desired by Declarant, its successors and assigns, for the purposes of construction, extension and maintenance of all utilities, compliance with all applicable government requirements as may

relate, from time to time, to any such utilities, and sufficient access to accomplish all of the same. Such utilities shall include, but not be limited to electricity, gas, water, telephone and cable television. Declarant and/or its successors, assigns, contractors and utility service providers may adjust, move or modify the location of such utility facilities then existing on the Common Property and any future utility facilities on the Common Property without amending this Declaration; provided however that (i) the utility service related to the particular utility facility to be or being adjusted, moved or modified shall continue to be adequately provided to the Lots during such period of being adjusted, moved or modified; and (ii) during any repair, maintenance, adjustment, movement or modification of any utility facilities the Declarant's development of the Lots shall not be unreasonably inconvenienced or disrupted thereby. Upon completion of any such construction on the Common Property, the Common Property shall be cleared of any debris from such construction, any paved areas will be re-paved to the extent such pavement was removed, destroyed or disrupted during such construction, any unimproved dirt surface areas will be seeded and strawed as appropriate to control erosion, and any landscaped areas will be re-landscaped so that the portion of the Common Property subject to the construction easement hereunder shall be restored to the condition in which it existed immediately prior to such construction.

(c) Declarant's Easements for Stormwater. Declarant reserves for itself, its successors and assigns a non-exclusive right and easement to discharge stormwater under, through, on, over and across any existing detention or retention pond(s) and/or stormwater sewers on the Common Property and any stormwater utility easement depicted on the Plat, all for the purpose of removing and discharging from any property owned by Declarant, any and all stormwater that may accumulate or otherwise be on any property owned by Declarant. Except as specifically provided in this Agreement to the contrary, the Declarant, and the Association with respect to the Common Property, may adjust, move or modify the existing detention or retention pond(s) and/or storm sewers on any Common Property without amending this Declaration so long as such detention or retention pond(s) and/or storm sewers continue to adequately remove and discharge from the Lots any and all stormwater that may accumulate or otherwise be on the Lots.

(d) Declarant's Easement pertaining to Sales and Promotion of the Subdivision. So long as Declarant owns one or more Lots, Declarant, and its successors and assigns, in its sole and absolute discretion, shall have an easement upon the Common Property for the installation, maintenance and repair of signage advertising the Subdivision and Declarant's Lots, including those promoting any and all special functions and/or events for the promotion and sale of Lots within the Subdivision, and for access in, under, through, on, over and across the Common Property for the purpose of providing the installation, maintenance, repair and illumination of said signage. Declarant, its successors and assigns, and permitted members of the public shall also have a right and non-exclusive easement of access and use over all roadways located within the Subdivision reasonably necessary to travel from and to the entrance to the Subdivision reasonably necessary for the promotion and sale of Lots within the Subdivision, including the right to park their vehicles on the roadways located within the Subdivision at reasonable times before, during and after any promotional functions (e.g., Parade of Homes or Open House) and/or events held or sponsored by the Declarant for the promotion and/or sale of Lots within the Subdivision.

The easements in favor of the Declarant will be appurtenant to and shall pass with title to property owned by the Declarant.

5.3 Easements in Favor of Private Parcels Owner.

The Declarant is granting certain easements over, across, under, through and upon the Common Property and throughout the Subdivision. The Declarant hereby grants the Private Parcels Owner, and its successors and assigns, the following perpetual non-exclusive rights and easements:

(a) Private Parcels Owner's Easement for Ingress and Egress. The Private Parcels Owner, its successors and assigns, is granted a non-exclusive easement, subject to the restrictions imposed in this Declaration, for the use and benefit of the Private Parcels Owner, its contractors, employees, agents, guests and invitees, over and across the roads, streets, drives, alleys and access easements as depicted on the Plat.

(b) Private Parcels Owner's Easement for Utilities. The Private Parcels Owner is hereby granted, for itself, its successors and assigns, non-exclusive easements for the use and benefit of the Private Parcels Owner, its successors, assigns, contractors, employees, agents, guests and invitees for ingress, egress, installation, replacement, repair, and maintenance of all public and private utilities and conveniences, over, across, under, through and upon the Common Property and all property subject to public utility easements depicted on the Plat. The Private Parcels Owner, its successors and assigns, for the use and benefit of the Private Parcels Owner, its successors, assigns, contractors and utility service providers, is hereby granted the non-exclusive right and easement in, under, through, on, over and across the Common Property for the purpose of providing the Private Parcels all utilities that may be required or desired by the Private Parcels Owner, its successors and assigns, for the purposes of construction, extension and maintenance of all utilities, compliance with all applicable government requirements as may relate, from time to time, to any such utilities, and sufficient access to accomplish all of the same. Such utilities shall include, but not be limited to electricity, gas, water, telephone and cable television.

(c) Private Parcels Owner's Easements for Stormwater. The Private Parcels Owner is granted, for itself and its successors and assigns, a non-exclusive right and easement to discharge stormwater under, through, on, over and across any existing detention or retention pond(s) and/or stormwater sewers on the Common Property and any stormwater utility easement depicted on the Plat, all for the purpose of removing and discharging from the Private Parcels any and all stormwater that may accumulate or otherwise be on the Private Parcels. Except as specifically provided in this Agreement to the contrary, the Private Parcels Owner may adjust, move or modify the existing detention or retention pond(s) and/or storm sewers on the Common Property that lie adjacent to the Private Parcels Property, without amending this Declaration so long as such detention or retention pond(s) and/or storm sewers continue to adequately remove and discharge from the Lots any and all stormwater that may accumulate or otherwise be on the Lots.

(d) Private Parcels Owner's Easement pertaining to the Promotion of the Private Parcels. In the event that the Private Parcels Owner develops a portion or all of the Private Parcels in accordance with this Declaration, the Private Parcels Owner, and its successors and assigns, in its sole and absolute discretion, shall have an easement upon the Common Property for the installation, maintenance and repair of signage advertising, including those promoting any and all special functions and/or events for the promotion of the Private Parcels, and for access in, under, through, on, over and across the Common Property for the purpose of providing the installation, maintenance, repair and illumination of said signage. The Private Parcels Owner and permitted members of the public shall also have a right and non-exclusive easement of access and use over all roadways located within Carrington reasonably necessary to travel from and to the entrance to the Private Parcels.

The easements in favor of the Private Parcels Owner will be appurtenant to and shall pass with title to property owned by the Private Parcels Owner.

5.4 Sidewalks and Parallel Parking Spaces along Meeting Street. Lots 1 – 20, inclusive, Block "A," Lots 1 – 17, inclusive, Block "C," Lots 1 – 12, inclusive, Block "D" and Lots 1 – 11, inclusive, Block "E" are all subject to a perpetual, non-exclusive easement in favor of all Owners, the Association, and their guests and invitees, over and across the area upon which sidewalks are installed for the purpose of pedestrian travel customarily associated with sidewalks.

The Association shall be responsible for the maintenance, repair and upkeep of all sidewalks, and shall have an easement over that portion of each Lot as reasonably necessary for the purpose of said maintenance.

5.5 Police Powers; Security. A blanket easement is granted throughout Carrington for police powers and services supplied by the local, state, and federal governments and for any security services that may be provided by the Association.

5.6 Maintenance of Easements. The Declarant and all Owners hereby acknowledge that their respective use of the Common Property, including the use of their respective contractors, employees and guests may cause normal wear, tear and damage to the Common Property. Each party shall maintain and repair that portion of the access, stormwater and utilities easements located on their respective parcel so that the same shall remain in a condition reasonably suitable to permit use thereof. Association hereby agrees to maintain the Common Property at its own expense, holding Declarant free and clear from any liability for maintenance of any portion of the Common Property except to the extent the need to perform such maintenance is due to the negligence or intentional act of the Declarant. Private Parcels Owner hereby agrees to maintain the Private Parcels at its own expense, holding the Association free and clear from any liability for maintenance of any portion of the Private Parcels except to the extent the need to perform such maintenance is due to the negligence or intentional act of the Association.

5.7 Maintenance of Drainage Easement Areas. Private Drainage Easements, as depicted on the Plat, are to be maintained by the Owner of the Lot encumbered by such Private

Drainage Easement. These easements shall be vegetated at the time of construction, with the vegetation and configuration of the swales to be maintained as constructed. The swales within the Drainage Easements shall not be filled with soil, yard debris, or any temporary shed or buildings, and any and all fences constructed across a swale area shall be constructed so as not to impede the flow of stormwater.

5.8 Non-access Easement. There shall be a one (1) foot non-access easement in favor of the Declarant around the perimeter of the Subdivision prohibiting the use of a Lot or Common Property from being used for access to lands adjacent to the Subdivision except across those roads designated on the plat of the Subdivision as recorded in the public records of Escambia County, Florida. This non-access easement shall run in favor of Declarant and Declarant's successors and assigns, and Declarant, in Declarant's sole discretion, may release any of its property from such easement by written instrument executed by Declarant. This section 5.8 shall not be amended without the express written consent of Declarant.

ARTICLE VI ASSOCIATION ORGANIZATION

Although Declarant will control the Association during the development stage, the Owners eventually will be responsible for the continuation of the Association.

6.1 Membership. Every Owner is a mandatory Member of the Association. Membership is appurtenant to and may not be separated from title to any Lot.

6.2 Voting Rights. The Association will have two classes of voting membership.

(a) Class A. Class A Members are all Owners of Lots other than Declarant, while Declarant is a Class B Member. Class A Members will be entitled to one vote for each Lot owned.

(b) Class B. Class B Member is Declarant, who shall be entitled to ten votes in all matters for each Lot owned by the Class B Member or its affiliates. Declarant may assign its Class B Membership. The Class B Membership will end and be converted to Class A Membership three months after Turnover.

(c) Members other than Declarant may elect at least one Member to the Board of Directors of the Association if 50% of the parcels in all phases of Carrington which will ultimately be operated by the Association have been conveyed to the Members.

6.3 Exercise of Vote. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the number of votes for that Lot will not be increased, and the Members must determine among themselves how the Lot's vote may be exercised. Corporations, partnerships, and other entities must notify the Association of the natural person who will be considered a Member of the Association and be entitled to exercise its vote. Where there are multiple Owners of a Lot, the Owners shall be jointly and severally obligated for the

performance of the Owners' responsibilities under this Declaration and all other Association documents.

6.4 Board of Directors.

(a) Composition. The Board initially will consist of at least three (3) persons appointed by Declarant. Upon termination of the Class B Membership, the Board will consist of at least three (3) directors, selected in accordance with the Articles and Bylaws, but in any event, the number of directors must always be three or a multiple of three.

(b) Classes. Each director will be appointed or elected to one of three classes: Class 1, Class 2 or Class 3. Directors will be elected by class to provide for staggered terms. If the number of directors is increased, it shall be in multiples of three and each new position must be assigned to a class so that each class will have an equal number of directors.

(c) Term of Office. The initial term for the Class 1 director will be for one (1) year. The initial term for the Class 2 director will be for two (2) years. The initial term for the Class 3 director will be for three (3) years. Subsequent terms for directors of any class will be for three (3) years; however, directors will always serve until resignation, removal, or the election of their successors.

(d) Qualifications. After termination of the Class B Membership, each director must be a Member. If a director ceases to be a Member during the term of office, he will be automatically removed from the Board, effective upon such occurrence.

(e) Voting Procedure. At each annual meeting, the Members will elect the directors to replace the directors of the class whose term of office is then expiring. Each Class A Member will have one vote for each seat to be filled and the Class B Member will have 10 votes for each Lot owned by the Class B Member or its affiliates. No cumulative voting will be permitted. The candidate(s) receiving the highest number of votes will be declared elected. If there is a tie vote, the Class B Member will be given one additional vote and the opportunity to cast such vote to break the tie. The meeting will, in other respects, be conducted in accordance with the Articles and Bylaws. Members other than Declarant may elect at least one (1) Member of the Board of Directors of the Association if fifty percent (50%) of the parcels in Carrington which will ultimately be operated by the Association have been conveyed to the Members.

(f) Removal. Any director may be removed from office, with or without cause, by at least a majority vote of the Members.

(g) Vacancies; Replacement of Directors. Any vacancy occurring in positions as director may be filled by a majority vote of the remaining Board members. If the remaining Board members do not constitute a quorum, a special meeting of the Association may be called by any officer or by any Member to elect new members to the Board.

(h) Compensation. Directors will not receive compensation for their services unless approved by the Members. This will not prevent a Class B Member or an affiliate of a Class B Member from being compensated for management or other services.

6.5 Relationship to Articles and Bylaws. The Articles and Bylaws will govern all matters of the Association not set forth in this Declaration. The terms of this Declaration will prevail over any conflicting provisions in the Articles and Bylaws.

ARTICLE VII OPERATION OF ASSOCIATION AND BOARD

In addition to this Declaration, the Association must operate in accordance with Chapters 617 (Corporation Not for Profit) and 720 (Homeowners Associations) of the Florida Statutes, as amended from time to time. Most day-to-day decisions about the maintenance of the Common Property and enforcement of the Declaration are the responsibility of the Board, acting on the Members' behalf. For those decisions requiring Members' approval, the Annual Meeting provides a public opportunity for discussion.

7.1 Members' Meeting.

(a) Annual Meeting. The Association shall hold a meeting of its Members annually for the transaction of any and all proper business at a time, date, and place stated in, or fixed in accordance with the Bylaws. The primary purpose of the Annual Meeting shall be to elect to the Board the class of directors whose term expires.

(b) Special Meetings. Special meetings must be held when called by the Board of Directors or by at least thirty percent (30%) of the total voting interests of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

(c) Quorum. The percentage of voting interest required to constitute a quorum at a meeting of the Members shall be thirty percent (30%) of the total voting interests of the Association.

7.2 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and has the authority to act on behalf of the Association in all matters.

(b) Quorum. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct business. A quorum requires presence of at least one-half of the directors. Except as prohibited by law, action required to be taken by vote of the Board may be taken in the absence of a meeting by obtaining the written approval of a majority of the Board.

7.3 Records. Minutes of all meetings of the Members of the Association and of the Board of Directors of the Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes. The Association shall maintain such items as are designated official records in accordance with Chapter 720, Florida Statutes, for the time periods designated with inspection and copying rights for Members as prescribed therein.

ARTICLE VIII ASSOCIATION BUDGET

To fulfill its obligation to maintain the Common Property, the Board is responsible for the fiscal management of the Association.

8.1 Fiscal Year. The fiscal year of the Association will begin January 1 of each year and end on December 31 of that year. The Board may elect another fiscal year. The Board must prepare an annual Budget as described herein.

8.2 Budget. A copy of the budget must be provided to each Member or a notice must be given to the Members that a copy of the budget is available upon request and without charge. The annual budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must include:

(a) The cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering of all services required or permitted under this Declaration;

(b) Reasonable amounts, as determined by the Board, for working capital for the Association and for reserves;

(c) Fees for professional management of the Association (which may include Declarant), legal counsel, and accounting; and

(e) Taxes, if the Common Property is taxed separately from the Lots.

8.3 Reserves. The budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon the estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. Notwithstanding the foregoing, prior to turnover of control of the Association by Declarant to the Owners, the Declarant may vote to waive the reserves or reduce the funding of reserves for the first fiscal year of the Association's operation, beginning with the year in which the first Lot is sold, after which time reserves may no longer be waived or reduced. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. Declarant will prepare the first annual budget. Any reserves established by the Declarant must designate the components for which the reserve accounts may be used.

(b) Subsequent Years. Budgets other than the initial budget will be prepared at the direction of the Board at least one month before the end of the fiscal year. The budget and the annual General Assessment must be adopted by the Board.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year will not waive or release a Member's obligation to pay General Assessments, whenever the amount of such assessments is finally determined. In the absence of an annual Association budget, each Member shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Financial Reporting. The Board shall prepare an annual financial report of cash receipts and expenditures for the Association and provide each Member with a copy of the report or a written notice that a copy of the financial report is available, upon request, without charge to the Member. The report must be in form required by Florida Statutes.

8.7 Capital Improvements. The Board shall determine whether capital improvements should be paid from General Assessments or by Special Assessment. If the cost of all capital improvements to be paid within a single year totals more than twenty-five percent (25%) of the Association's annual budget, the capital improvements must be approved by majority of the voting interests present (in person or by proxy) at a properly called Members' Meeting. Any repair or replacement of existing improvements will not be considered a capital improvement.

8.8 Association Funds; commingling. All Association funds held by Declarant shall be maintained separately in the Association's name. Reserve and operating funds of the Association shall not be commingled prior to turnover except the Association may jointly invest reserve funds; however, such jointly invested funds must be accounted for separately.

The Declarant shall not commingle any Association funds with its funds or with the funds of any other homeowners' association or community association. Association funds may not be used by Declarant to defend a civil or criminal action, administrative proceeding, or arbitration proceeding that has been filed against it or directors appointed to the Board by the Declarant, even when the subject of the action or proceeding concerns the operation of the Declarant-controlled Association.

8.9 Amendment of Budget. The Board may amend the budget during any fiscal year and increase the amount of the annual General Assessment for such year if it appears that there will be insufficient income to meet the obligations of the Association.

ARTICLE IX
COVENANTS TO PAY ASSESSMENTS

The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To ensure that the Association has a reliable source of funds and to protect those Members who contribute their equitable share, Assessments are mandatory and are secured both by a lien on the Lots and the Member's personal obligation.

9.1 Obligations for Assessments. Declarant covenants for each Lot, and, by acceptance of a deed or other transfer instrument, whether or not expressed in such deed or instrument, each Owner of any Lot is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessment for expenses included in the budget;
- (b) Special Assessments for the purposes provided in this Declaration;
- (c) Individual Lot Assessments for any charges particular to that Lot; and
- (d) Golf Course Assessments for the costs associated with the ordinary maintenance, repair and upkeep of the Private Parcels, should the Private Parcels be developed into a golf course.

9.2 Guarantee of Class B Member. The Class B Member agrees that until the end of the first fiscal year of the Association or such extended period as set forth hereinbelow, it will be obligated to pay any operating expenses of the Association in excess of the revenue derived from the Assessments, including any increases made during a fiscal year, until the end of the first fiscal year of the Association. This obligation is called the "Budget Guarantee." The Class B member will be exempt from General Assessments in consideration of its guarantee. The Class B Member may elect to renew the Budget Guarantee for one or more additional fiscal years, during which the Class B Member and its affiliates will not be liable for any Assessments on any Lots they own. This Section 9.2 is and will be considered renewed unless an instrument provided otherwise is properly adopted and recorded. A Lot exempt from assessments pursuant to this paragraph is referred to as an "Exempt Lot." Notwithstanding the foregoing, Lots owned by the Class B Member shall be exempt forever.

9.3 Equitable Division of Assessments. The General Assessment and Special Assessments shall be assessed among all Lots equally, except that Exempt Lots will not be subject to assessment.

9.4 General Assessment.

(a) Establishment by Board. The Board will set the date or dates the General Assessment will be due, and it may provide for payment in monthly, quarterly, semiannual, or annual installments.

(b) Proration upon Sale of Exempt Lot or Loss of Exemption. Upon conveyance of an Exempt Lot, or upon an Exempt Lot becoming subject to Assessments on account of the Class B Member not extending the Budget Guarantee, the annual General Assessment will become due for such Lot(s); provided however, that the General Assessment will be prorated on a monthly or daily basis, whichever that Board elects, and only the portion of the General Assessment attributable to the remainder of the fiscal year will be due. The portion of the General Assessment attributable to the portion of the fiscal year in which the affected Lot was an Exempt Lot will not be assessed. If payment of the General Assessment is by installment, only the applicable portion of the current installment will be due.

(c) Late Fee and Interest. The Board may impose a late fee of ten percent (10%) of the Assessment. Additionally, interest will accrue at the highest lawful rate on delinquent payments.

(d) All of Declarant's Lots shall be exempt forever.

9.5 Special Assessment. In addition to the General Assessment, the Board may levy, in any fiscal year, a Special Assessment applicable as follows:

(a) Capital Improvements. Any capital improvement that has been approved in accordance with this Declaration.

(b) Emergency Assessment. The Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense that this Declaration requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget, or unanticipated increases in the amounts budgeted).

(c) Exemption. Exempt Lots will not be subject to Special Assessments, nor will an Exempt Lot be subject to payment of any Special Assessment or any portion thereof declared or assessed while such Lot was an Exempt Lot even if payments for such Special Assessments are made in installments becoming due subsequent to the time such Lot no longer is considered an Exempt Lot. For example, if a Special Assessment is enacted on January 1 while Lot number 37 is an Exempt Lot, but the payment of the Special Assessment is not required until March of the same year, then even if Lot 37 is not an Exempt Lot as of February of such year, Lot 37 still will be considered exempt from such Special Assessment.

9.6 Individual Lot Assessments. The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal expenses (at trial or on appeal) and costs incurred by the Association in enforcing this Declaration or in enforcing any other Declaration the Association is authorized to enforce, including legal expenses, filing fees and costs in connection with pretrial dispute resolution procedures required by Florida law if the Association is ultimately determined by the court to be the prevailing party in any litigation.

9.7 Golf Course Assessments.

(a) Purpose of the Assessment. Should the Private Parcels, together with any Additional Property, if applicable, be developed into a golf course at the sole discretion of the Private Parcels Owner, a Golf Course Assessment will be levied against each Lot for the ordinary maintenance, repair and upkeep of the golf course, including, but not limited to, fairways, greens, cart paths and any and all on-course improvements, including, but not limited to, the Club House.

(b) Payment of Assessment. The Golf Course Assessment shall be in an amount not to exceed Five Hundred and No/100 dollars (\$500.00) annually, to be paid by each Owner to the Association, and shall be in addition to and exclusive of any General, Individual and/or Special Assessment.

(c) Late Fee and Interest. The Board may impose a late fee of ten percent (10%) of the Golf Course Assessment. Additionally, interest will accrue at the highest lawful rate on delinquent payments.

9.8 Effect of Nonpayment of Assessment; Remedies.

(a) Personal Obligation. All Assessments, together with any late fees, interest, and costs of collection when delinquent, including reasonable attorneys' fees (at trial or on appeal) whether or not a lawsuit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time the Assessment Charge was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

(b) Collection of Unpaid Assessments. As funds are collected by the Association from any Owner for any and all unpaid Assessments, the payment shall be applied first in satisfaction of Annual Assessments (including any late fees and interest thereon) and any Special Assessments (including any late fees and interest thereon) and finally against any Golf Course Assessments (including any late fees and interest thereon).

(c) Creation of Lien. The Assessment Charge also shall be a continuing lien on the Lot against which the Assessment Charge is made, which lien is effective upon recording a claim of lien, but relating back to and having a priority as of the date of this Declaration. This lien in favor of the Association will secure the Assessment Charge that is then due and that may accrue subsequent to the recording of the claim of lien and before entry of final judgment of foreclosure. The lien in favor of the Assessment Charge is subject to the subordination provisions of Paragraph 9.8(e).

(d) Lawsuit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both, as provided in §720.3085, Florida Statutes. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale to acquire, hold, lease, mortgage, and convey the Lot.

(e) Subordination of the Lien to Mortgages. The lien of the Assessment Charge will be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments that became due before the sale or transfer.

(f) Other Remedies. The Association may assess fines and suspend the voting rights of an Owner for any period for failure of said Owner to comply with any provision of the governing documents, including, but not limited to, such time as any Assessment against the Owner's Lot remains unpaid, but only as permitted by law.

9.9 Certificate of Payment. The treasurer of the Association or the manager of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board or by the manager, if authorized by the Board, stating whether any Assessments are owed by that Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be conclusive evidence of payment of an Assessment through the date of the certificate.

ARTICLE X INSURANCE AND INDEMNITY

Insurance is essential to protect the interests of the various Owners and to ensure that funds will be available for rebuilding after a casualty; however, because insurance costs may increase significantly or new types of coverage may be available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

10.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year.

10.2 Casualty Insurance. The Board shall be required to obtain and maintain fire insurance as appropriate. Endorsements for extended coverage, vandalism, malicious mischief, and windstorm should be obtained if available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the improvements constructed on the Common Property.

10.3 Public Liability. The Board shall obtain public liability insurance, in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board, or other Owners. Such insurance must always name Declarant as an additional insured until fifty (50) years after the date of this Declaration.

10.4 Association Management. The Association is required to maintain insurance or a fidelity bond for all persons who control or disburse funds of the Association in an amount to cover the maximum funds that will be in the custody of the Association or its management at any one time. The term "persons who control or disburse the funds of the Association" shall include, but not be limited to, all individuals authorized to sign checks on behalf of the Association, as well as the Association's President, Secretary and Treasurer. The cost of such insurance shall be included as a common expense of the Association and may be waived annually by a majority of the voting interests present at a properly called Association meeting.

10.5 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

10.6 Other Insurance. The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may deem prudent.

10.7 Repair and Reconstruction after Fire or Other Casualty. If fire or other casualty damages or destroys any of the Common Property, the Board shall arrange for and supervise the prompt repair and restoration of the improvements. The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

10.8 Indemnity of Declarant. In consideration of Declarant conveying the Common Property to the Association, the Association and each Owner releases, indemnifies, and holds Declarant, its officers, employees and agents harmless from any and all liability arising out of the Common Property and shall defend Declarant against all claims of any third party. Such indemnity includes any attorneys' fees and costs incurred by Declarant at trial and on appeal.

10.9 Security. The Association may maintain or support efforts to increase the security of the Subdivision, but shall not be required to do so. The Association and the Declarant make no warranty, guarantee or assurance of the effectiveness of the security that may be provided within the Subdivision. Neither the Association, the Declarant nor any successor or assign of either shall be liable for any loss or damage by reason of the failure to provide adequate security to the Subdivision or for the ineffectiveness of any security measures taken.

10.10 Owner's Insurance. Each Owner agrees to carry property insurance for the full replacement cost of all improvements on his or her Lot, less a reasonable deductible and will demolish, rebuild or repair the damaged property after casualty in a timely manner as required by the Architectural Review Committee and this Declaration.

NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION PONDS AND PRIVATE DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF

AND ITS GUESTS, TENANTS, OR INVITEES RELEASES DECLARANT AND THE ASSOCIATION FROM LIABILITY IN CONNECTION THEREWITH.

NEITHER DECLARANT, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, ARCHITECTURAL REVIEW COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

EACH OWNER HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED THE WARNING THAT SWIMMING IN OR IN ANY WAY ENTERING THE RETENTION PONDS WITHIN THE SUBDIVISION IS STRICTLY PROHIBITED, AND OWNER EXPRESSLY ASSUMES ALL RISK OF SUCH ACTIVITIES FOR ITSELF, ITS GUESTS AND INVITEES, AND WILL HOLD DECLARANT HARMLESS FOR LIABILITY ARISING FROM THE RETENTION PONDS WITHIN THE SUBDIVISION AND PRIVATE PARCELS.

ARTICLE XI GENERAL PROVISIONS

This article sets forth rules of interpreting the Declaration, provides for enforcement, and sets forth the procedure to amend the Declaration.

11.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

11.2 Release from Minor Violations. Declarant and the Architectural Review Committee or either of them shall have the right, by written instrument, at any time to release a Lot from minor violations of this Declaration or the Plat including, without limitation (i) encroachments into easements, (ii) encroachments over building restriction lines, and (iii) construction of less than the required minimum square footage for the dwelling provided that the square footage is at least ninety percent (90%) of the required minimum.

11.3 Enforcement. The covenants and restrictions contained in this Declaration may be enforced by Declarant, Association, any Owner, and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction contained herein. The provisions of this Declaration and the other governing documents of the Subdivision and the Rules are expressly incorporated into any lease entered into by any Owner affecting a Lot. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. All parties agree that any dispute shall be determined by a judge and not a jury, and waive their right to a jury trial in any litigation arising out of this Declaration.

11.4 Assignment. Declarant shall have the right, from time to time, to assign any of its rights or obligations pursuant hereto in part or in whole.

11.5 Notices. Unless posting notice in the Subdivision is provided for, notices shall be given as to (1) Owners at the last address maintained by the Association for the Owner in the manner provided for in this Declaration, the Articles of Incorporation, the Bylaws or as set forth in the Florida Statutes, (2) as to Declarant, by sending certified mail, return receipt requested, to the corporate address of Declarant filed with the Florida Secretary of State, (3) as to Association, by sending certified mail, return receipt requested, to the corporate address of Association filed with the Florida Secretary of State, and (4) as to the Architectural Review Committee, in the manner stated in the Architectural Guidelines. It shall be the Owner's sole responsibility to notify the Association in writing of any change of mailing address.

11.6 Amendment.

(a) Subject to the provisions of Paragraph 11.7, Declarant specifically reserves the absolute and unconditional right, as long as Declarant owns any of the Lots, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of Escambia County, Florida, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein.

(b) Subject to the provisions of Paragraph 11.7, Declarant reserves the right to amend this Declaration in any other manner without the joinder of any party, as long as said amendment is made in good faith and is not arbitrary or capricious, does not destroy the general plan of the development, does not prejudice the rights of the Members to enjoy the benefits of common property, does not materially shift the economic burdens from the Declarant to the Members and no Owner's right to the use and enjoyment of the Owner's Lot is materially altered.

(c) Subject to the provisions of Paragraph 11.7, this Declaration may be amended by consent of Owners of fifty percent (50%) or more of the Lots as evidenced by recording an instrument executed by said Owners in the Public Records, provided that no such amendment will be effective without the consent of Declarant, or its assigns, until Declarant and its affiliates own no Lots within Carrington. Within thirty (30) days of the recording of an amendment in the Escambia County public records, the Association shall provide copies of the amendment to all of the Members.

(d) Declarant, without the consent of any party, may bring within the scheme of this Declaration additional land by Supplemental Declaration in accordance with the procedures set forth in Paragraph 2.2.

(e) Any amendment to the Declaration that would alter the Drainage System must have the prior approval of Escambia County, Florida.

11.7 Mortgagee's Consent to Amendments. This Declaration contains provisions concerning various rights, priorities, remedies, and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies, or interests of a Mortgagee shall be adopted without the prior written consent of Mortgagees holding liens on thirty percent (30%) or more of the Lots encumbered by mortgages to Mortgagees. Each Mortgagee agrees that it will either consent to a proposed amendment or give notice of refusal to consent by written notice to the party requesting such consent within thirty (30) days after the request is received. If a Mortgagee does not respond within sixty (60) days after the date of mailing of the written notice, the Mortgagee's consent will be deemed given, and an affidavit to such effect recorded in the Public Records by the party requesting the consent will be sufficient evidence to make the requested amendment; provided, that a photocopy of the documentation proving receipt of the request to the Mortgagee is attached to the affidavit. This paragraph shall not apply or be construed as a limitation on those rights of Declarant, the Association, or the Owners to make amendments that do not adversely affect the Mortgagees.

11.8 Captions and Statement of Purpose. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions of this Declaration.

11.9 Gender and Plural Terms. Whenever the context so requires, any pronoun used herein maybe deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein maybe deemed the corresponding plural form thereof and vice versa.

11.10 Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial

determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of Declarant or increasing the liabilities of or duties imposed on Declarant will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

11.11 Duration and Renewal. This Declaration (but excluding the easements herein created, which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind all of the Lots and inure to the benefit of Declarant, the Owners, and their respective legal representatives, heirs, successors, and assigns, for a term of ninety (90) years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one year before the termination of the 90-year period or before each such 10-year extension, as the case may be, there is recorded in the Public Records an instrument agreeing to terminate this Declaration, which instrument is signed by a majority of all Owners and all Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the 90-year term or the 10-year extension during which such instrument was recorded, as the case may be.

11.12 Venue. This Declaration shall be governed by and enforced and construed under the laws of the State of Florida, without regard to its conflicts of laws provisions. Venue in any proceeding involving this Declaration will be in Escambia County, Florida.

11.13 DISCLAIMER OF REPRESENTATIONS OR WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

(end of text – signature pages to follow)

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

Witnesses:

Kelly Anderson
Print Name: Kelly Anderson
[Signature]
Print Name: STEPHEN R. MOORHEAD

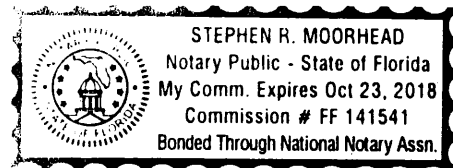
THOMAS HOME CORPORATION, a
Florida corporation
[Signature]
By: Thomas A. Henry
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of March, 2016, by Thomas A. Henry, as President of Thomas Home Corporation, a Florida corporation.

[Signature]
NOTARY PUBLIC

Personally Known
OR
 Produced Identification
Type of Identification Produced _____



JOINDER OF ADDITIONAL PROPERTY OWNER

Elandras, LLC, a Florida limited liability company, as the owner of the property known as the Additional Property, as described in the foregoing Declaration, together with the hereby consents to and joins in the Declaration of Conditions, Restrictions and Easements for Carrington.

The purpose of this Joinder is to acknowledge the consent of said property owner to the Declaration and to subordinate its interest to the Declaration.

Signed, sealed and delivered in our presence as witnesses:

Kelly Anderson
Print Name: Kelly Anderson

[Signature]
Print Name: STEPHEN R. MOORHEAD

ELANDRAS, LLC, a Florida limited liability company

[Signature]
By: Thomas Henry
Its: Manager

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14 day of March, 2016, by Thomas Henry, as Manager of Elandras, LLC, a Florida limited liability company.

[Signature]
NOTARY PUBLIC

Personally Known
OR
 Produced Identification
Type of Identification Produced _____

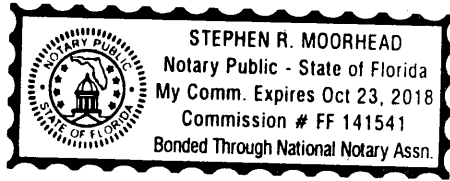


Exhibit "A"

DESCRIPTION:

COMMENCE AT A PLAIN 1" IRON PIPE AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE GO NORTH 01 DEGREES 26 MINUTES 50 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 27 A DISTANCE OF 36.00 FEET;

THENCE DEPARTING SAID EAST LINE GO NORTH 88 DEGREES 42 MINUTES 26 SECONDS WEST A DISTANCE OF 29.23 FEET TO A POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF QUINTETTE LANE (RIGHT-OF-WAY VARIES) AND THE NORTH RIGHT-OF-WAY LINE OF QUINTETTE ROAD (66' R/W) (AT THIS POINT);

THENCE CONTINUE NORTH 88 DEGREES 42 MINUTES 26 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 226.89 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 88 DEGREES 42 MINUTES 26 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 4361.75 FEET;

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE GO NORTH 00 DEGREES 23 MINUTES 55 SECONDS EAST A DISTANCE OF 1354.65 FEET;

THENCE GO SOUTH 88 DEGREES 45 MINUTES 44 SECONDS EAST A DISTANCE OF 179.93 FEET;

THENCE GO SOUTH 01 DEGREES 14 MINUTES 16 SECONDS WEST A DISTANCE OF 29.43 FEET;

THENCE GO SOUTH 88 DEGREES 45 MINUTES 44 SECONDS EAST A DISTANCE OF 70.58 FEET;

THENCE GO NORTH 26 DEGREES 15 MINUTES 41 SECONDS EAST A DISTANCE OF 199.68 FEET;

THENCE GO NORTH 29 DEGREES 34 MINUTES 07 SECONDS EAST A DISTANCE OF 130.15 FEET;

THENCE GO NORTH 32 DEGREES 52 MINUTES 34 SECONDS EAST A DISTANCE OF 130.15 FEET;

THENCE GO NORTH 33 DEGREES 15 MINUTES 42 SECONDS EAST A DISTANCE OF 118.41 FEET;

THENCE GO NORTH 29 DEGREES 45 MINUTES 37 SECONDS EAST A DISTANCE OF 98.32 FEET;

THENCE GO NORTH 22 DEGREES 34 MINUTES 46 SECONDS EAST A DISTANCE OF 98.32 FEET;

THENCE GO NORTH 15 DEGREES 20 MINUTES 12 SECONDS EAST A DISTANCE OF 98.31 FEET;

THENCE GO NORTH 15 DEGREES 17 MINUTES 01 SECONDS EAST A DISTANCE OF 135.07 FEET;

THENCE GO NORTH 19 DEGREES 46 MINUTES 29 SECONDS EAST A DISTANCE OF 133.74 FEET;

THENCE GO NORTH 24 DEGREES 14 MINUTES 38 SECONDS EAST A DISTANCE OF 133.74 FEET;

THENCE GO NORTH 05 DEGREES 04 MINUTES 11 SECONDS EAST A DISTANCE OF 171.45 FEET;

THENCE GO SOUTH 86 DEGREES 13 MINUTES 00 SECONDS EAST A DISTANCE OF 99.21 FEET;

THENCE GO NORTH 14 DEGREES 26 MINUTES 52 SECONDS EAST A DISTANCE OF 213.67 FEET;

THENCE GO SOUTH 86 DEGREES 11 MINUTES 20 SECONDS EAST A DISTANCE OF 74.68 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 400.00 FEET;

THENCE GO ALONG THE ARC OF SAID CURVE A DISTANCE OF 100.90 FEET (DELTA= 14°27'13" CHORD DISTANCE= 100.64' CHORD BEARING= S78°37'43"E) TO A POINT OF REVERSE CURVATURE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 75.00 FEET;

THENCE GO ALONG THE ARC OF SAID CURVE A DISTANCE OF 101.63 FEET (DELTA= 77°39'23" CHORD DISTANCE= 94.05' CHORD BEARING= N69°26'11"E) TO A POINT OF TANGENCY;

THENCE GO NORTH 30 DEGREES 36 MINUTES 30 SECONDS EAST A DISTANCE OF 10.98 FEET;

THENCE GO SOUTH 59 DEGREES 23 MINUTES 30 SECONDS EAST A DISTANCE OF 80.00 FEET TO A POINT OF CUSP OF A CURVE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 75.00 FEET;

THENCE GO ALONG THE ARC OF SAID CURVE A DISTANCE OF 117.81 FEET (DELTA= 90°00'00" CHORD DISTANCE= 106.07' CHORD BEARING= S14°23'30"E) TO A POINT OF TANGENCY;

THENCE GO SOUTH 59 DEGREES 23 MINUTES 30 SECONDS EAST A DISTANCE OF 96.94 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 300.00 FEET;

THENCE GO ALONG THE ARC OF SAID CURVE A DISTANCE OF 42.04 FEET (DELTA= 08°01'42" CHORD DISTANCE= 42.00 FEET, CHORD BEARING= S63°24'21"E) TO A POINT OF TANGENCY;

THENCE GO SOUTH 87 DEGREES 25 MINUTES 12 SECONDS EAST A DISTANCE OF 160.32 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 550.00 FEET;

THENCE GO ALONG THE ARC OF SAID CURVE A DISTANCE OF 192.68 FEET (DELTA= 20°04'19" CHORD DISTANCE= 191.69' CHORD BEARING= S57°23'03"E);

THENCE DEPARTING SAID CURVE GO NORTH 42 DEGREES 39 MINUTES 06 SECONDS EAST A DISTANCE OF 125.97 FEET;

THENCE GO SOUTH 85 DEGREES 08 MINUTES 15 SECONDS EAST A DISTANCE OF 61.03 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 715.00 FEET;

THENCE GO ALONG THE ARC OF SAID CURVE A DISTANCE OF 220.33 FEET (DELTA= 17°39'20" CHORD DISTANCE= 219.46' CHORD BEARING= S34°39'09"E) TO A POINT OF TANGENCY;

THENCE GO SOUTH 25 DEGREES 49 MINUTES 29 SECONDS EAST A DISTANCE OF 146.24 FEET;

THENCE GO SOUTH 29 DEGREES 09 MINUTES 26 SECONDS EAST A DISTANCE OF 79.06 FEET;

THENCE GO SOUTH 34 DEGREES 37 MINUTES 21 SECONDS EAST A DISTANCE OF 71.08 FEET;

THENCE GO SOUTH 39 DEGREES 38 MINUTES 47 SECONDS EAST A DISTANCE OF 76.50 FEET;

THENCE GO SOUTH 44 DEGREES 06 MINUTES 54 SECONDS EAST A DISTANCE OF 315.28 FEET;

THENCE GO NORTH 19 DEGREES 54 MINUTES 15 SECONDS EAST A DISTANCE OF 118.10 FEET;

THENCE GO NORTH 49 DEGREES 06 MINUTES 53 SECONDS EAST A DISTANCE OF 129.46 FEET;

THENCE GO SOUTH 58 DEGREES 30 MINUTES 59 SECONDS EAST A DISTANCE OF 145.90 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 300.00 FEET;

THENCE GO ALONG THE ARC OF SAID CURVE A DISTANCE OF 372.38 FEET (DELTA= 71°07'09" CHORD DISTANCE= 348.93' CHORD BEARING= N67°02'36"E);

THENCE DEPARTING SAID CURVE GO SOUTH 11 DEGREES 22 MINUTES 27 SECONDS WEST A DISTANCE OF 223.76 FEET;

THENCE GO SOUTH 74 DEGREES 15 MINUTES 21 SECONDS EAST A DISTANCE OF 48.16 FEET;

THENCE GO SOUTH 57 DEGREES 58 MINUTES 12 SECONDS EAST A DISTANCE OF 407.24 FEET;

THENCE GO SOUTH 54 DEGREES 52 MINUTES 30 SECONDS EAST A DISTANCE OF 54.81 FEET;

THENCE GO SOUTH 15 DEGREES 50 MINUTES 12 SECONDS EAST A DISTANCE OF 127.19 FEET;

THENCE GO SOUTH 81 DEGREES 54 MINUTES 21 SECONDS EAST A DISTANCE OF 222.60 FEET;

THENCE GO NORTH 32 DEGREES 25 MINUTES 54 SECONDS EAST A DISTANCE OF 106.26 FEET;

THENCE GO NORTH 08 DEGREES 34 MINUTES 56 SECONDS EAST A DISTANCE OF 824.36 FEET;

THENCE GO NORTH 83 DEGREES 32 MINUTES 01 SECONDS EAST A DISTANCE OF 87.36 FEET;

THENCE GO SOUTH 11 DEGREES 02 MINUTES 12 SECONDS EAST A DISTANCE OF 139.20 FEET;

THENCE GO SOUTH 08 DEGREES 12 MINUTES 06 SECONDS EAST A DISTANCE OF 129.96 FEET;

THENCE GO SOUTH 77 DEGREES 00 MINUTES 51 SECONDS EAST A DISTANCE OF 57.49 FEET;

THENCE GO SOUTH 36 DEGREES 44 MINUTES 27 SECONDS EAST A DISTANCE OF 69.07 FEET;

THENCE GO SOUTH 02 DEGREES 45 MINUTES 42 SECONDS WEST A DISTANCE OF 110.29 FEET;

THENCE GO SOUTH 07 DEGREES 12 MINUTES 27 SECONDS WEST A DISTANCE OF 565.12 FEET;

THENCE GO SOUTH 33 DEGREES 50 MINUTES 53 SECONDS WEST A DISTANCE OF 185.17 FEET;

THENCE GO SOUTH 00 DEGREES 28 MINUTES 59 SECONDS WEST A DISTANCE OF 588.17 FEET;

THENCE GO SOUTH 24 DEGREES 19 MINUTES 17 SECONDS EAST A DISTANCE OF 841.02 FEET;

THENCE GO SOUTH 18 DEGREES 54 MINUTES 53 SECONDS EAST A DISTANCE OF 25.44 FEET;

THENCE GO SOUTH 01 DEGREES 17 MINUTES 34 SECONDS WEST A DISTANCE OF 68.39 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 27, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 203.07 ACRES, MORE OR LESS.

Exhibit "B"
Additional Property

COMMENCE AT A PLAIN 1" IRON PIPE AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 01 DEGREES 26 MINUTES 50 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 27 A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF QUINTETTE ROAD (60' RIGHT-OF-WAY); THENCE GO NORTH 88 DEGREES 42 MINUTES 26 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 29.23 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF QUINTETTE LANE (50' R/W) AND THE POINT OF BEGINNING; THENCE GO NORTH 88 DEGREES 42 MINUTES 26 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 4588.53 FEET; THENCE GO NORTH 00 DEGREES 23 MINUTES 58 SECONDS EAST A DISTANCE OF 2637.30 FEET; THENCE GO NORTH 88 DEGREES 45 MINUTES 26 SECONDS WEST A DISTANCE OF 666.47 FEET TO A 1/2" CAPPED IRON ROD #2499 AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 27; THENCE GO NORTH 00 DEGREES 15 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1333.38 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 88 DEGREES 36 MINUTES 24 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1325.22 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE GO NORTH 00 DEGREES 43 MINUTES 19 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1330.53 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE GO SOUTH 88 DEGREES 43 MINUTES 24 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER A DISTANCE OF 1314.43 FEET TO THE NORTHWEST CORNER OF SAID SECTION 27; THENCE GO SOUTH 88 DEGREES 54 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27 A DISTANCE OF 2693.83 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, BEING ALSO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 88 DEGREES 54 MINUTES 32 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 27 A DISTANCE OF 2694.03 FEET TO THE NORTHEAST CORNER OF SAID SECTION 27; THENCE GO SOUTH 01 DEGREES 26 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 A DISTANCE OF 1337.98 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE GO NORTH 88 DEGREES 51 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27 A DISTANCE OF 2680.13 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE GO SOUTH 00 DEGREES 51 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 A DISTANCE OF 1335.66 FEET; THENCE GO SOUTH 88 DEGREES 48 MINUTES 36 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27 A DISTANCE OF 2666.22 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER, BEING ALSO THE WEST RIGHT-OF-WAY OF QUINTETTE LANE (R/W VARIES); THENCE GO SOUTH 01 DEGREES 26 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27 AND SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1158.97 FEET; THENCE CONTINUE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY ON THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 51.05 FEET TO A POINT OF REVERSE CURVATURE (SAID CURVE HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 13 DEGREES 55 MINUTES 38 SECONDS, A CHORD OF 50.92 FEET AND A CHORD BEARING OF SOUTH 23 DEGREES 34 MINUTES 39 SECONDS WEST); THENCE CONTINUE ALONG SAID RIGHT-OF-WAY ON THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 126.90 FEET TO A POINT OF TANGENCY (SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 29 DEGREES 04 MINUTES 58 SECONDS, A CHORD OF 125.54 FEET AND A CHORD BEARING OF SOUTH 15 DEGREES 59 MINUTES 58 SECONDS WEST); THENCE RUN SOUTH 01 DEGREE 27 MINUTES 28 SECONDS WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 366.74 FEET TO A POINT OF

CURVATURE; THENCE RUN SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY ON THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 78.01 FEET TO A POINT OF REVERSE CURVATURE (SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 17 DEGREES 52 MINUTES 45 SECONDS, A CHORD OF 77.70 FEET AND A CHORD BEARING OF SOUTH 07 DEGREES 28 MINUTES 55 SECONDS EAST); THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 62.41 FEET TO A POINT OF TANGENCY (SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 17 DEGREES 52 MINUTES 45 SECONDS, A CHORD OF 62.16 FEET AND A CHORD BEARING OF SOUTH 07 DEGREES 28 MINUTES 55 SECONDS EAST); THENCE RUN SOUTH 01 DEGREES 27 MINUTES 28 SECONDS WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 813.49 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTIONS 27 AND 28; TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

LESS AND EXCEPT THOSE CERTAIN LANDS MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 6302, PAGE 307, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Also less and except that portion of the subject parcel that lies within the plat of Carrington Phase 1, as recorded in Plat Book 18, at Pages 95-95F, of the public records of Escambia County, Florida, more particularly described in Exhibit "A," above.

Consent To Amended And Restated Declaration Of Covenants, Conditions, Restrictions And Easements for Carrington

The undersigned parties, Robert Yukich and Deborah Yukich, husband and wife, hereby consent to and agree to the filing of the Amended And Restated Declaration Of Covenants, Conditions, Restrictions And Easements of Carrington. This Consent shall be attached to the Amended And Restated Declaration Of Covenants, Conditions, Restrictions And Easements of Carrington when recorded in the public records of Escambia County, Florida.

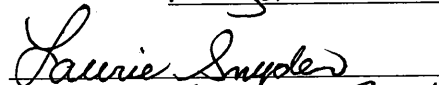
The undersigned parties, Robert Yukich and Deborah Yukich, husband and wife, own the following described real property:

Lot 33, Block A of CARRINGTON PHASE 1, according to the plat thereof as recorded in Plat Book 18, Page(s) 95 of the Public Records of Escambia County, Florida.

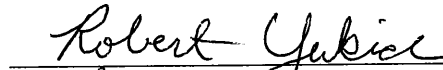
Executed this 12th day of November, 2013



Print Name: Megan C Ivers



Print Name: Laurie Snyder


Robert Yukich

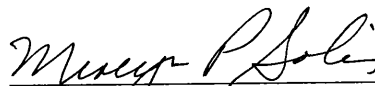

Deborah Yukich

STATE OF ILLINOIS

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 12 day of November, 2013, by Robert Yukich and Deborah Yukich (→) who are personally known to me or (→) who have produced Driver's License as identification.





NOTARY PUBLIC

Commission Expires: 10-7-16

Consent To Amended And Restated Declaration Of Covenants, Conditions, Restrictions And Easements for Carrington

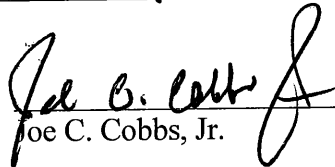
The undersigned parties, Joe C. Cobbs, Jr. and Jacinte M. Cobbs, husband and wife, hereby consent to and agree to the filing of the Amended And Restated Declaration Of Covenants, Conditions, Restrictions And Easements of Carrington. This Consent shall be attached to the Amended And Restated Declaration Of Covenants, Conditions, Restrictions And Easements of Carrington when recorded in the public records of Escambia County, Florida.

The undersigned parties, Joe C. Cobbs, Jr. Jacinte M. Cobbs, husband and wife, own the following described real property:

Lot 7, Block M, CARRINGTON PHASE 1, according to the plat thereof as recorded in Plat Book 18, Page 95 of the Public Records of Escambia County, Florida.

Executed this 30 day of DECEMBER, 2013.

Print Name: _____

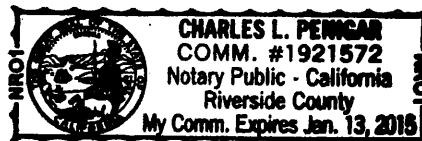

Joe C. Cobbs, Jr.

Print Name: _____



Jacinte M. Cobbs

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE



The foregoing instrument was acknowledged before me this 30 day of DECEMBER, 2013, by Joe C. Cobbs, Jr. and Jacinte M. Cobbs () who are personally known to me or () who have produced DRIVER LICENSE as identification.


NOTARY PUBLIC
Commission Expires: 01-13-2015