

THIS INSTRUMENT PREPARED BY:
STEPHEN R. MOORHEAD, ESQUIRE
McDonald, Fleming, Moorhead
& Ferguson, Attorneys at Law
4300 Bayou Blvd., Suites 12&13
Pensacola, Florida 32503
(904) 477-0660

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS OF
GRAND MANOR HOMEOWNERS' ASSOCIATION, INC.**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DECLARATION, made on the date hereinafter set forth by GARY G. TIPPENS, hereinafter referred to as the "Declarant," for himself and his successors, grantees, and assigns, who is joined by Gracie Mae Taylor, the owner of the lot described in the attached Exhibit "B"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property in Escambia County, Florida, more particularly described as follows:

See attached Exhibit "A"

with the exception of the lot owned by Gracie Mae Taylor. The property shall be further known and described herein as "Grand Manor"; and

WHEREAS, Declarant intends to sell the above described property, or any other areas or properties hereafter submitted to common ownership or jurisdiction of the Association, restricting it in accordance with a common plan designed to preserve the value and residential qualities of the land for the benefit of its future owners; and

WHEREAS, the Declarant also desires to reserve an easement as to certain areas as particularly set forth herein.

NOW, THEREFORE, Declarant, who is joined by Gracie Mae Taylor, hereby declares that all the properties described above shall be held, sold, transferred, encumbered, occupied, used and conveyed subject to the following easements, restrictions, covenants and conditions, which are to run with the real property, forever, and be binding on all parties having any right, title or interest in the described properties or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Lots in said Grand Manor Subdivision.

Section 2. "Properties" shall mean and refer to that certain real property known and described as Grand Manor Subdivision which is described on the attached Exhibit "A" and such other real property as may be hereafter submitted to the jurisdiction of the Association.

Section 3. "Subdivision" shall mean and refer to Grand Manor Subdivision, which is described on the attached Exhibit "A", a subdivision situated in Escambia County;

Section 4. "Lot" or "Unit" shall mean and refer to each residence. There are four lots or units in each Building.

Section 5. "Building" shall mean and refer to one four unit structure containing four Lots.

Section 6. "Association" shall mean and refer to Grand Manor Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 7. "Common Area" shall mean and refer to all real or personal property owned or maintained by the Association for the common use and enjoyment of the owners, including, without limitation, road, parking areas, drainage system and irrigation system. The Common Area is described on the attached Exhibit "C".

Section 8. "By-Laws" shall mean such By-Laws as are established by the Association from time to time.

Section 9. "Common Expenses" shall mean the expenses for which the owners are liable to the Association, including, but not limited to those set forth herein.

Section 10. "Assessment" shall mean a share of the funds required for the payment of common expenses which, from time to time, is assessed against an owner.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association shall consist of all owners of Lots in the subdivision. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

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

(a) Class A. Class A shall be the owners (with exception of Declarant) of all Lots in the development, who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as determined by the owners thereof, but in no event shall more than one vote be cast with respect to any one Lot.

(b) Class B. The only Class B member shall be Declarant, which shall be entitled to three votes for each Lot owned in the Subdivision and any additions or phases thereto. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equals or exceeds the total Class B membership; provided, however, that if, after conversion of Class B membership to Class A membership, the development is thereafter increased (by an additional subdivision, addition thereto and/or phase thereof being recorded, etc.) with the results that the total votes outstanding in Class A membership would not equal or exceed the total votes outstanding in Class B membership, the Class A membership shall thereupon be reinstated until the then total votes outstanding in the Class A membership again equals or exceeds the then total votes outstanding in the Class B membership.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. Land Use. Each individual Lot shall be restricted to the construction of one single family townhome. Each individual Lot shall be used and occupied for residential purposes only. Use of the property for other than residential purposes is expressly prohibited.

Section 2. Approval of Architectural Review Board. No addition, extension or renovation to any residential structure, and no fence, wall, mailbox, driveway or other structure or improvement of any nature and no alteration of the shape, color, or appearance of the existing improvements or any material alterations, additions or deletions to the landscaping of any Lot whatsoever shall be commenced, placed or altered on any Lot in the Subdivision until the design, location, plans, specifications, and plot plan showing the location of such building have

been approved in writing as to the quality of workmanship and materials, harmony of exterior design with the requirements of these restrictions, and with the existing structures and locations with respect to topography and finished grade by approval of the Architectural Review Board comprised of Gary G. Tippens, Charlene Tippens and Kristen Moore, or their successors and assigns. Should Gary G. Tippens or Charlene Tippens or Kristen Moore die, resign or otherwise become unable to serve as a member of the Architectural Review Board, for any reason whatsoever, the remaining member shall appoint a successor member to the Board. The Architectural Review Board shall not receive any compensation for services rendered and performed pursuant to this covenant. If said design, location, plans, specifications and plot plan are not approved or disapproved within thirty (30) days after they have been submitted in writing, or in the event, approval will not be required and the related covenants shall be deemed to have been complied with fully.

Section 3. Building Location. No residential structure shall be erected on any building Lot in the Subdivision which does not conform to the setback lines drawn on the recorded plat of subdivision.

Section 4. Licensed Contractor to Construct Dwellings. No improvement shall be constructed or altered by anyone other than a contractor duly licensed by Escambia County and/or the State of Florida.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The owner of each Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed,

is deemed to covenant and agree to pay to the Association (a) an annual assessment, (b) any special assessments for capital improvements, (c) any assessments for the payment of cable service, and (d) special assessments imposed upon an individual Lot owner for repair or maintenance necessitated by the willful or negligent act of the owner, his family, or their guests, tenants or invitees, such assessments to be established and collected as hereinafter provided. The assessments referenced above, together with interest, costs and reasonable legal fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable legal fees, shall also be the personal obligation of the owner of such Lot at the time when the assessment becomes due. Notwithstanding anything in this Declaration to the contrary, the Declarant shall not be liable for any of the assessments set forth herein.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, construction, insurance, management, care, maintenance and utilities payments for any common areas, any property owned by the Association or any public property adjacent to or in the same general locality as the Subdivision. The Association shall have the obligation to maintain any common areas (including, without limiting the generality of the foregoing, any and all drainage facilities, streets, structures, and the like, whether denominated as such on the recorded plat or otherwise) and shall pay all ad valorem property taxes assessed upon them. The Association may fund a reserve of such sums as it determines in good faith are necessary and adequate to make periodic repairs and improvements to any common areas.

Section 3. Annual Assessments. Until January 1, 1996, the maximum annual assessment shall be \$ _____ per Lot, following conveyance to an owner.

(a) From and after January 1, 1996, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the potential maximum assessment by a vote of one-half (1/2) of the voting membership of Lot owners who are voting in person or by proxy at a meeting duly called for this purpose.

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

(c) Regardless of the provisions above, the Association shall be obligated to pay:

(i) all ad valorem property taxes upon any common area, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes;

(ii) the costs and expenses associated with pest control for each unit;

(iii) the costs and expenses associated with the repair, maintenance and rebuilding of the roof on any buildings; and

(iv) the maintenance of the Common Area as hereafter defined.

The sole exception to the foregoing shall be in the event of maintenance or repair cost necessitated by the willful or negligent act of an owner, his family or their guests, tenants or invitees, occasions an increased assessment to a particular owner. Annual assessments may be collected on a monthly, quarterly, semi-annual or annual basis as the Board of Directors may establish. Initially such annual assessments shall be prepaid annually.

Section 4. Special Assessment for Roof and Septic Tank System. The Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the costs and expenses for the maintenance, repair or rebuilding of the roof or septic tank system and shall only be assessed to the Lot owners in the building for which the repair, rebuilding or maintenance of the roof or septic tank system is required.

Section 5. Special Assessments for Capital Improvements. In addition to assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or the improvement, easements or other area or improvement which is the responsibility of the Association, including fixtures and personal property related thereto, provided that any assessment shall have the assent of one-half (1/2) of votes of the voting membership who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b), above, or of this article shall be sent by United States Mail, postage prepaid, to all owners (as of thirty (30) days prior to the date of mailing such notice) not less than fifteen (15) days nor more than thirty (30) days in advance of this meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be one-third of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots in the development.

Section 8. Annual Assessment Periods and Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the date hereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any annual or special assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate. The Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the property. No owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any common area, facilities or real property owned by the Association or abandonment of his Lot.

Section 10. Subordination of Assessment Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment

lien. However, the sale or transfer of any Lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof nor shall it relieve the owner of such Lot from this personal obligation for any assessments.

Section 11. Maintenance. In the event an owner shall fail (after thirty (30) days written notice from the Association or the Architectural Review Board sent United States Mail, postage prepaid) to maintain a Lot or to maintain the improvements situated thereon in a neat, clean and orderly fashion and otherwise satisfactorily to the Board of Directors of the Association, the Architectural Review Board may have the right, through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and/or exterior of the building or any other improvements erected thereon. The cost of such Lot and/or exterior maintenance, together with interest at the maximum rate then allowed by law (if not paid within thirty (30) days after written demand therefore), as well as reasonable legal fees and costs, shall be a charge on the Lot, shall be a continuing lien on the Lot and shall also be the personal obligation of the owner of such Lot at the time such maintenance is performed.

ARTICLE V

COMMON AREAS

Section 1. Maintenance of Common Areas. The Association shall be responsible for the maintenance of common areas, including without limitation, easements, parking areas,

stormwater facilities and septic tank systems. The Association shall also be responsible for maintenance of the roofs on each building.

Section 2. Owner's Easements of Use and Enjoyment. Every owner shall have a right and easement of use and enjoyment in and to the common areas which shall be appurtenant to and shall pass with the deed access on their title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and the right of an owner to use and enjoy any recreational facilities situated upon the common areas for any period during which any assessment against his Lot remains unpaid or any violation of the provisions of this Declaration remains uncured; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations pertaining to the use and enjoyment of any such recreational facilities;

(b) The right of the Association to dedicate or transfer all or any part of any common area to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the owners. No such dedication or transfer shall be effective unless an instrument signed by the owners entitled to case two-thirds of the votes of the Association has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every owner not less than thirty (30) days and no more than sixty (60) days in advance; provided, however, that for a period of five (5) years from date of recording this Declaration, Developer may, without action of the Association, grant such subsurface utility easements, licenses or the

like across, to or under all or any portion of the common areas which Developer, in its sole discretion, deems appropriate or necessary for the benefit of any or all owners;

(c) The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving and maintaining the common areas and facilities, and in aid thereof, to mortgage said property, but the rights or said mortgage in said properties shall be subordinate to the rights of owners hereunder;

(d) The right of the Association, in accordance with its articles and bylaws, to reasonably limit the use of any common areas by published rules and regulations, including the number of guests and prescribing hours of usage.

Section 3. Delegation of Use. Subject to the provisions of Section 1 of this Article, any owner may delegate, in accordance with the bylaws of the Association, his right of use and enjoyment of the common areas and facilities to the members of his family, guests, tenants, contract purchasers who reside on the property, contractors performing work for the owner, suppliers and purveyors of services solicited by the owner and deliverymen.

Section 4. Grant/Reservation of Easements.

(a) Declarant does hereby grant a nonexclusive perpetual easement and right of ingress and egress across, under and to all common areas unto each and all law enforcement, fire fighting and postal or delivery organizations, and to any other persons, organizations or entities who, in the normal course of their operation, respond to public or private emergencies.

(b) Declarant, for itself, its successors and assigns, does hereby reserve a nonexclusive perpetual easement and right of ingress and egress across, under and to all common areas

within the Subdivision for purposes of construction of improvements thereon and thereabout, sale of Lots and such other purposes and uses as Declarant deems appropriate or necessary in connection with the sale and development of the Lots within the Subdivision.

(c) If any improvement thereto shall encroach upon any easement area or other Lot by reason of original construction thereof by the Declarant, then an easement appurtenant to such encroaching house or appendage, to the extent of such encroachment, shall exist so long as such encroachment shall exist

(d) If any utilities equipment, roadway, driveway or paved parking pad or area constructed by the Declarant shall encroach upon any easement area or any Lot, then an easement appurtenant to such encroachment, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(e) Whenever sanitary sewer, water, electricity, cable television, telephone lines, or connections or septic tank systems are installed within the property, which connections or lines or any portions thereof lie in or upon homes or Lots owned by other than the owner of a house served by said lines or connections, the owner of any house served by said connections, the owner of any house served by said connections shall have the right and is hereby granted an easement to the full extent necessary therefor to enter upon such Lot or to have the utility companies enter upon the Lots upon which said connection or liens or any portions thereof lie or are located, to repair, replace, and generally maintain said connections as and when the same may be necessary. Whenever sanitary sewer, water, electricity, cable television, or telephone lines or connections or septic tank

systems are installed within the property, which connection or lines serve more than one house, the owner of each such house served by said connection and lines shall be entitled to the full use and enjoyment of such portions of the connections and lines as serves his house, and such owner shall be jointly and equally responsible for the maintenance or repair of any jointly used connections aforementioned, unless, however, one of such owner causes damage to the commonly used facility, in which event that owner shall be responsible for the repair thereof.

ARTICLE VI

ADDITIONAL RESTRICTIONS

Section 1. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on it that may become an annoyance or nuisance to the neighborhood.

Section 2. Fences. All fences to be constructed shall be of brick or wood material and not to exceed six (6) feet in height and must be approved by the Architectural Review Board. No fence or wall may be constructed and no hedge planted nearer to the front Lot line than the front of the residential structure, nor, if a corner Lot, nearer to the side street than the side of the residential structure. This restriction does not apply to any growing fence or hedge which does not exceed four (4) feet in height.

Section 3. Animals and Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept; provided, however, that they are not kept, bred or maintained for any commercial purpose, and that they are not kept in such numbers as to be an annoyance or nuisance to other owners in the

Subdivision, and that they are not permitted to run at large and shall be under positive control at all times.

Section 4. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of reasonable size advertising the property for sale or rent or used by a builder to advertise the property during the construction and sales period. The foregoing restriction shall not preclude the erection of larger signs by the Declarant during the time of its development of the subdivision.

Section 6. Easements. Easements for installation and maintenance of utilities are reserved where necessary for such installation and maintenance.

Section 7. Oil, Gas and Minerals. No exploration or drilling for oil, gas or other minerals, and no oil refineries of any kind shall be permitted or allowed on any Lot in the Subdivision.

Section 8. Laws. All federal laws, laws of the State of Florida, laws of Escambia County and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewerage disposal, water supply, sanitation and land use are incorporated herein and made a part hereof.

Section 9. Public Health and Sanitation. In the interest of public health and sanitation and in order that the property described above and all other land in the same locality may be benefitted by a decrease in hazards of pollution and for protection of water supplies, recreation, wildlife and other public uses of storm drainage facilities, no owner or occupant of any Lot in

the Subdivision shall use such Lot for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system, any refuse, sewerage, or other materials which might tend to pollute said water.

Section 10. Landscaping. All Lots in the said Subdivision shall have the front yards completely sodded to the ribbon curb. All corner Lots should have the front and side yards completely sodded to the ribbon curb. All garbage containers shall be placed in a nonvisible area at all times, except when being serviced for pickup. All sodded areas will be watered by an underground sprinkler system installed and controlled by the Association.

Section 11. Storage and Motor Vehicles. No trailers, mobile homes, campers, motorbikes, motorcycles, motorscooters, boats, boat trailers, house trailers, tractors or commercial vehicles of any kind, or any other vehicles, shall be kept on the property.

Section 12. Excavation, Elevation and Drainage. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any hole of any kind be dug, except wells for lawn irrigation purposes made by the Association. No elevation or topography changes shall be permitted on any Lot which materially affect the surface grade or drainage on said Lot or any adjoining Lot or property.

Section 13. Maintenance and Repair. It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly or unkept condition of the building or grounds on such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. All Lots and buildings shall be maintained in a neat, clean and well kept condition. In the event of an owner's failure to properly maintain or repair in accordance with the requirements of this section, following written notice thereof from the

Association to such owner of its intention, the Association shall be authorized to enter upon the property to accomplish such maintenance or repair, the expense of which shall then be recoverable by the Association by special assessment or other legal means.

Section 14. Utilities. All electrical service, telephone lines, television cables and similar items shall be placed underground and no exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on the property.

Section 15. Clothesline. No clothesline or drying yard shall be located upon a Lot so as to be visible from any street or from any adjoining real property.

ARTICLE VII

INSURANCE

Section 1. Association Authorized to Insure. The Association may purchase insurance to provide the following described coverages:

(a) Liability Insurance. Comprehensive general liability insurance coverage covering all the Common Areas, and public ways as are owned by the Association. Coverage under such policies may include, without limitation, legal liability of the insured for property damage, bodily injuries and death of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of law suits related to employment contracts of the Association. Such coverage shall include, if available, a cross liability endorsement to cover liabilities of the owners as a group or an association to an individual Lot owner.

(b) Fidelity Bonds. Fidelity bonds may be required to be maintained by the Association for all offices, directors, trustees and employees of the Association and all other persons

handling or responsible for funds of or administered by the Association. If the responsibility for the handling of funds has been delegated to a management agent, fidelity bonds shall also be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Association. Such fidelity bond coverage shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, if the custody of the Association or the management agent, as the case may be, at any give time during the term of each bond.

Section 2. Premiums. Premiums upon insurance policies purchased by the Association is a common expense.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. Any owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event that the Developer, or owner or the Association shall commence any such proceedings and prevail in such undertaking regarding the enforcement and upholding of such restrictions, conditions, covenants, reservations, liens and charges, then, in the event, the party against whom such action has been brought shall be responsible to pay the Association a reasonable attorney's fee for the bringing of such action. Failure of the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners. Any amendment must be recorded in the official records of Escambia County, Florida.

Section 4. HUD/VA Approval. Annexation of additional properties, mergers and consolidations, dedication and mortgaging of common area, dissolution and amendment of the Articles requires prior approval of HUD/VA as long as there is a Class B membership.

Section 5. FHA/VA Requirements. As long as there is a Class B membership, the following actions must conform with existing rules of the Federal Housing Administration or the Veterans Administration or other applicable federal housing or lending agency rules: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 6. Lender's Notice. Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the unit estate number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the project or any unit estate on which there is a first mortgage held, insured, or guaranteed by such eligible insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by an owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation or material modification of any insurance policy of fidelity bond maintained by the Owners Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 7. Availability of Records and Other Documents. The Association shall make available to the owner of any Lot, to any mortgagee, or to any insurer or guarantor of any first mortgage, current copies of this Declaration, the Articles of Incorporation of the Association. Such items shall be available to any of the described parties for inspection upon request during normal business hours or under other reasonable circumstances. Additionally, any mortgagee or insurer or guarantor of a first mortgage shall be entitled, upon request, to an audited financial statement for the immediately preceding fiscal year. In the event such financial statement is requested, the same shall be furnished within a reasonable time following such request.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the 13th day of April, 1995.

Witnessed in the presence of:

Farinda Hall
Print Name Farinda Hall

Angela R. Stull
Print Name Angela R. Stull

By: Gary G. Tippens
GARY G. TIPPENS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

OR BK3754 Pg0449
INSTRUMENT 00201274

The foregoing instrument was sworn to and acknowledged before me this 13th day of April, 1995, by Gary G. Tippens, who is personally known to me.



OFFICIAL SEAL
FALINDA G. HALL
My Commission Expires
Feb 14 1996
Comm. No. CC 174730

Falinda G. Hall
NOTARY PUBLIC
Print Name _____
Commission No.: _____
My Commission Expires: _____

Kristen Moore
Print Name Kristen Moore

By: Gracie Mae Taylor
GRACIE MAE TAYLOR

Gary G. Tippens
Print Name Gary G. Tippens

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and acknowledged before me this 13th day of April, 1995, by Gracie Mae Taylor, who has produced Florida Driver's License # T460-299-13-632-0 as identification of who is personally known to me.

Gaynell M. Jones
NOTARY PUBLIC
Print Name Gaynell M. Jones
Commission No.: _____
My Commission Expires: _____

Tippens\Grandmanor.cov

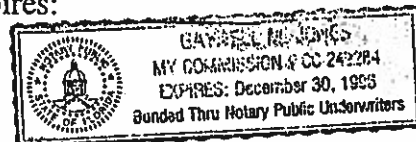


EXHIBIT "A"

Commence at the Northwest corner of Section 39, Township 1 South, Range 31 West, Escambia County, Florida; thence South $01^{\circ}57'53''$ West along the West line of said Section for 2639.07 feet, thence South $88^{\circ}40'50''$ East for 2523.40 feet; thence North $01^{\circ}57'55''$ East for 30.00 feet to the North Right-of-Way line of Bellview Road and Point of Beginning; thence continue North $01^{\circ}57'55''$ East for 627.52 feet; thence South $88^{\circ}35'45''$ East for 330.00 feet; thence South $01^{\circ}24'15''$ West for 200.00 feet; thence South $21^{\circ}54'17''$ East for 464.64 feet to the North Right-of-Way line of Bellview Road, thence North $88^{\circ}40'50''$ West along said North Right-of-Way line for 520.00 feet to the Point of Beginning.

Exhibit "B"

Unit 7-C, more particularly described as:
Commence at a 4" X 4" concrete monument, No. 3578, at the Southeast corner of Magnolia Park, a subdivision of a portion of Section 39, Township-1-South, Range-31-West, Escambia County, Florida, as recorded in Plat Book 11 at Page 85 of the Public Records of said County: thence go North 01 degrees 57 minutes 55 seconds East along the East boundary line of the aforesaid Magnolia Park for a distance of 24.50 feet; thence departing the aforesaid East boundary line, go North 86 degrees 22 minutes 15 seconds East for a distance of 85.08 feet; thence go South 03 degrees 37 minutes 45 seconds East for a distance of 58.50 feet for the Point of Beginning; thence continue South 03 degrees 37 minutes 45 seconds East for a distance of 58.50 feet; thence go North 86 degrees 22 minutes 15 seconds East for a distance of 26.50 feet; thence go North 03 degrees 37 minutes 45 seconds West for a distance of 58.50 feet; thence go South 86 degrees 22 minutes 15 seconds West for a distance of 26.50 feet to the Point of Beginning. The above described parcel of land is situated in Section 39, Township 1 South, Range 31 West, Escambia County, Florida.

EXHIBIT "C"

COMMENCE AT THE NORTHWEST CORNER OF SECTION 39, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE S 01°57'53" W ALONG THE WEST LINE OF SAID SECTION FOR 2639.07'; THENCE S 88°40'50"E FOR 2523.40'; THENCE N 01°57'55" E FOR 30.00' TO THE NORTH RIGHT OF WAY LINE OF BELLVIEW ROAD AND POINT OF BEGINNING; THENCE CONTINUE N 01°57'55" E AND ALONG THE EAST LINE OF MAGNOLIA PARK SUBDIVISION AS RECORDED IN PLAT BOOK 11 AT PAGE 85 FOR 627.52'; THENCE S 88°35'45" E FOR 330.00'; THENCE S 01°24'15" W FOR 200.00'; THENCE S 21°54'17" E FOR 464.64' TO THE NORTH RIGHT OF WAY LINE OF BELLVIEW ROAD; THENCE N 88°40'50" W ALONG SAID NORTH RIGHT OF WAY LINE FOR 520.00' TO THE POINT OF BEGINNING.
CONTAINING 5.70 ACRES MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED EIGHT PARCELS OF LAND. (SAID PARCELS CONTAINING QUADRAPLEX TOWNHOMES)

BUILDING #1
COMMENCE AT THE SOUTHEAST CORNER OF LOT 1 OF MAGNOLIA PARK, A SUBDIVISION OF A PORTION OF SECTION 39, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 11 AT PAGE 85 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S 01°57'55" W ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID MAGNOLIA PARK FOR 92.34'; THENCE S 88°08'59" E FOR 265.18' TO THE POINT OF BEGINNING; THENCE CONTINUE S 88°08'59"E FOR 114.00'; THENCE S 01°51'01" W FOR 53.00'; THENCE N 88°08'59" W FOR 114.00'; THENCE N 01°51'01" E FOR 53.00' TO THE POINT OF BEGINNING.
CONTAINING 0.14 ACRES.

BUILDING #2
COMMENCE AT THE SOUTHEAST CORNER OF LOT 1 OF MAGNOLIA PARK, A SUBDIVISION OF A PORTION OF SECTION 39, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 11 AT PAGE 85 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N 01°57'55" E ALONG THE EAST LINE OF SAID MAGNOLIA PARK FOR 36.47'; THENCE N 88°35'47" E FOR 263.81' TO THE POINT OF BEGINNING; THENCE N 88°35'47" E FOR 54.00'; THENCE S 01°24'13" E FOR 115.00'; THENCE S 88°35'47" W FOR 54.00'; THENCE N 01°24'13" W FOR 115.00' TO THE POINT OF BEGINNING. CONTAINING 0.14 ACRES.

BUILDING #3
COMMENCE AT THE SOUTHEAST CORNER OF LOT 1 OF MAGNOLIA PARK, A SUBDIVISION OF A PORTION OF SECTION 39, TOWNSHIP-1-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 11 AT PAGE 85 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N 01°57'55" E ALONG THE EAST LINE OF SAID MAGNOLIA PARK FOR 220.47'; THENCE N 90°00'00" E FOR 244.34' TO THE POINT OF BEGINNING; THENCE S 33°55'23" E FOR 114.00'; THENCE S 56°04'37" W FOR 54.00'; THENCE N 33°55'23" W FOR 114.00'; THENCE N 56°04'37" E FOR 54.00' TO THE POINT OF BEGINNING. CONTAINING 0.14 ACRES.

OR BK3754 Pg0453
INSTRUMENT 00201274

BUILDING #4
COMMENCE AT THE SOUTHEAST CORNER OF LOT 1 OF MAGNOLIA PARK,
A SUBDIVISION OF A PORTION OF SECTION 39, TOWNSHIP-1-SOUTH,
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN
PLAT BOOK 11 AT PAGE 85 OF THE PUBLIC RECORDS OF SAID
COUNTY; THENCE N 01°57'55" E ALONG THE EAST LINE OF SAID
MAGNOLIA PARK FOR 357.43'; THENCE S 88°40'38" E FOR 196.42'
TO THE POINT OF BEGINNING; THENCE S 88°40'38" E FOR
116.00'; THENCE S 01° 19' 22" W FOR 53.00'; THENCE N
88°40'38" W FOR 116.00'; THENCE N 01° 19' 22" E FOR 53.00'
TO THE POINT OF BEGINNING. CONTAINING 0.14 ACRES.

BUILDING #5
COMMENCE AT THE SOUTHEAST CORNER OF LOT 1 OF MAGNOLIA PARK,
A SUBDIVISION OF A PORTION OF SECTION 39, TOWNSHIP-1-SOUTH,
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN
PLAT BOOK 11 AT PAGE 85 OF THE PUBLIC RECORDS OF SAID
COUNTY; THENCE N 01°57'55" E ALONG THE EAST LINE OF SAID
MAGNOLIA PARK FOR 255.56'; THENCE S 89°11'58" E FOR 3.13'
TO THE POINT OF BEGINNING; THENCE S 89°11'58" E FOR
133.00'; THENCE N 00° 48'02" E FOR 54.00'; THENCE N
89°11'58" W FOR 133.00'; THENCE S 00° 48'02" W FOR 54.00'
TO THE POINT OF BEGINNING. CONTAINING 0.16 ACRES.

BUILDING #6
COMMENCE AT THE SOUTHEAST CORNER OF LOT 1 OF MAGNOLIA PARK,
A SUBDIVISION OF A PORTION OF SECTION 39, TOWNSHIP-1-SOUTH,
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN
PLAT BOOK 11 AT PAGE 85 OF THE PUBLIC RECORDS OF SAID
COUNTY; THENCE N 01°57'55" E ALONG THE EAST LINE OF SAID
MAGNOLIA PARK FOR 185.58'; THENCE N 85°12'40" E FOR 53.82'
TO THE POINT OF BEGINNING; THENCE N 85°12'40" E FOR
54.00'; THENCE S 04° 47' 20" E FOR 116.00'; THENCE S
85°12'40" W FOR 54.00'; THENCE N 04° 47' 20" W FOR 116.00'
TO THE POINT OF BEGINNING. CONTAINING 0.14 ACRES.

BUILDING #7
COMMENCE AT THE SOUTHEAST CORNER OF LOT 1 OF MAGNOLIA PARK,
A SUBDIVISION OF A PORTION OF SECTION 39, TOWNSHIP-1-SOUTH,
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN
PLAT BOOK 11 AT PAGE 85 OF THE PUBLIC RECORDS OF SAID
COUNTY; THENCE N 01°57'55" E ALONG THE EAST LINE OF SAID
MAGNOLIA PARK FOR 24.50'; THENCE N 86°22'15" E FOR 85.05'
TO THE POINT OF BEGINNING; THENCE N 86°22'15" E FOR
53.00'; THENCE S 03° 37' 45" E FOR 117.00'; THENCE S
86°22'15" W FOR 53.00'; THENCE N 03° 37' 45" W FOR 117.00'
TO THE POINT OF BEGINNING. CONTAINING 0.14 ACRES.

BUILDING #8
COMMENCE AT THE SOUTHEAST CORNER OF LOT 1 OF MAGNOLIA PARK,
A SUBDIVISION OF A PORTION OF SECTION 39, TOWNSHIP-1-SOUTH,
RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN
PLAT BOOK 11 AT PAGE 85 OF THE PUBLIC RECORDS OF SAID
COUNTY; THENCE S 01°57'55" W ALONG THE SOUTHERLY EXTENSION
OF THE EAST LINE OF SAID MAGNOLIA PARK FOR 102.07'; THENCE
S 88°22'43" E FOR 45.14' TO THE POINT OF BEGINNING; THENCE
CONTINUE S 88°22'43" E FOR 115.00'; THENCE S 01°37'17" W
FOR 53.14'; THENCE N 88°22'43" W FOR 115.00'; THENCE N
01°37'17" E FOR 53.14' TO THE POINT OF BEGINNING.
CONTAINING 0.13 ACRES.

Instrument 00201274
Filed and recorded in the
public records
APRIL 19, 1995
at 09:13 A.M.
in Book and Page noted
above or hereon
and record verified
JIM MOYE
COMPTROLLER
Escambia County,
Florida

CASH RECEIPT

JIM MOYE, COMPTROLLER
ESCAMBIA COUNTY

P.O. BOX 1111 PENSACOLA, FL 32595



00006	04/19/95	101.00	RECORD
	13.00	SPEC	.00 DEED
	.00	MORT	
	.00	INTA	.00 DOCL
	.00	DASS	.00 DEP
	.00	PHOT	.00 MICH
	.00	NOT	.00 CLRK
	.00	SRCH	.00 MISC

Register 333

INSTRUMENT 00201274 BOOK 3754 PAGE 0429 FOR 25 PAGE(S)
114.00 TOTAL FEES

Reg 333 Instrument 0020127
Bk3754 Pg0429 Pg0430

Bk3754 Pg0431 Pg0432

Bk3754 Pg0433 Pg0434

