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This Instrument Prepared By:
WILLIAM H. MITCHEM
Attorney at Law
Beggs & Lane, a Registered Limited Liability Ptnrshp.
Post Office Box 12950
(3 West Garden Street, 32501)
Pensacola, Florida 32576-2950
850/432-2451
Florida Bar No. 187836

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR BAY PINE VILLAS**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS DECLARATION, made on the date hereinafter set forth by ESCAMBIA, INC., a Florida corporation, and BAY PINE VILLAS RENTALS, LLC., a Florida limited liability company.

WITNESSETH:

WHEREAS, Declarant #1 and Declarant #2, as respectively defined below, are owners of certain parcels of property in Escambia County, Florida, more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY
THIS REFERENCE MADE A PART HEREOF.

NOW, THEREFORE, Declarant #1 and Declarant #2 hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property described in Exhibit A and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

SECTION 1. OWNER. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot in Bay Pine Villas, Phase I, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, except that in the event Declarant #2 submits the lots in Phase II to the covenants, restrictions, and easements set forth herein pursuant to Article VII, "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot in Bay Pine Villas, Phase I and Phase II, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 2. PROPERTIES. "Properties" shall mean and refer to that certain real property described in Exhibit "A" hereto and platted as Bay Pine Villas.

SECTION 3. LOT. Subject to the terms of Article II, Section 2, "Lot" shall mean and refer to each of the platted lots in Phase I, as defined below, as shown on the Plat of Bay Pine Villas, except that in the event Declarant #2 submits the lots in Phase II to the covenants, restrictions and easements set forth herein pursuant to Article VII, "Lot" shall then mean each of the Platted Lots in Phase I and Phase II as shown on the Plat of Bay Pine Villas.

SECTION 4. PHASE I. "Phase I" shall mean all of the Lots in Blocks A, B, C, D, E & F.

SECTION 5. PHASE II. "Phase II" shall mean all of the Lots in Blocks G, H, I & J.

SECTION 6. COMMON AREA. "Common Area" shall mean and refer to all real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use right in for the common use and enjoyment of the Owners, including without limitation, Parcel A and Parcel B and certain drainage easements dedicated to the Association, all as shown and depicted on the Plat of Bay Pine Villas.

SECTION 7 ASSOCIATION. "Association" shall mean and refer to the Bay Pine Villas Homeowners Association, Inc.

SECTION 8. SUBDIVISION. "Subdivision" shall mean and refer to Bay Pine Villas.

SECTION 9. BOARD OF DIRECTORS OR BOARD. "Board of Directors" or "Board" shall mean and refer to the body responsible for administration of the Association, selected as provided in the ByLaws and generally serving the same role as the board of directors under Florida corporate law.

SECTION 10. BYLAWS. "Bylaws" shall mean and refer to the Bylaws of Bay Pine Villas Homeowners Association, Inc., as they may be amended.

SECTION 11. COMMON EXPENSES. "Common Expenses" shall mean and refer to the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Declaration, the ByLaws, and the Articles of Incorporation.

SECTION 12. DECLARANT #1: "Declarant #1" shall mean Bay Pine Villas Rentals, LLC, a Florida limited liability company, or any successor, successor-in-title, or assign who takes title to any portion of the Properties for the purpose of development and/or sale and who is designated as a Declarant in a recorded instrument executed by the immediately preceding Declarant.

SECTION 13. DECLARANT #2: "Declarant #2" shall mean Escambia, Inc., a Florida corporation, or any successor, successor-in-title, or assign who takes title to any portion of the Properties for the purpose of development and/or sale and who is designated as a Declarant in a recorded instrument executed by the immediately preceding Declarant. Declarant #1 and Declarant #2 are collectively referred to herein at times as the "Declarant."

ARTICLE II ARCHITECTURAL CONTROL

SECTION 1. SINGLE FAMILY RESIDENCES. Except as provided in Section 2, Section 3 and Section 8 below, no Lot shall be used except for single-family residential purposes. Except as provided in Section 2 below, no building shall be erected, altered, placed, or permitted to remain on any Lot other than one, detached, single-family dwelling not to exceed one story in height and a parking pad. However, this section shall not prevent Declarant #1 or Declarant #2 from maintaining a "model home," "rental office" or other construction and sales office on any Lot as deemed necessary.

SECTION 2. LOT 1 and LOT 2, Block A. A duplex has been constructed on Lot 1 and Lot 2, Block A (as shown on the Plat of Bay Pine Villas). Said duplex shall be permitted to remain on Lot 1 and Lot 2, Block A. The provisions and restrictions set forth herein shall apply to Lot 1 and Lot 2, Block A, as if the duplex described above was located on a single Lot. However, said exception shall not be construed as a waiver of any of the other provisions or restrictions set forth

herein as to Lot 1 and Lot 2, Block A, or any of the other Lots in Phase I.

SECTION 3. LOT 1, BLOCK B. Notwithstanding the provisions of Article II, Section 1 above, the structure on Lot 1, Block B may be used as a rental or management office, provided that the office is used solely to rent, manage, or sell lots in Phase I or Phase II on behalf of Bay Pine Villas, Inc. and/or Escambia Inc.

SECTION 4. MINIMUM FOOTAGE. No one-story residential structure shall be erected or placed on any Lot with a floor area of less than 1080 square feet, exclusive of open porches, carports, and/or parking pad.

SECTION 5. ARCHITECTURAL APPROVAL. No residential structure, fence, wall, mailbox, driveway or other structure or improvement of any nature whatsoever shall be commenced, placed, or altered on any Lot until the design, locations, 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 existing structures and location with respect to topography and finished grade by Declarant, its successor or assigns or a majority vote of an Architectural Control Board comprised of three (3) Owners which may be appointed by Declarant, at its sole discretion. Should Declarant appoint such an Architectural Control Board and any Owner either die, resign, or otherwise become unable to serve as a member of the Architectural Control Board, for any reason whatsoever, the remaining members shall appoint a successor member to the Board. Neither the Declarant nor the Architectural Control Board shall 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 any event, if no action to enjoin the construction has been commenced prior to its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully.

The powers and duties set forth in this paragraph and delegated to Declarant or the Architectural Control Board shall cease on or after January 1, 2012. Thereafter, the approval described in this covenant shall not be required unless prior to that date a written instrument shall be executed by the record Owners of a majority of the Lots, and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by Declarant or the Architectural Control Board.

SECTION 6. SETBACK LINES. No residential structure shall be erected on any Lot which does not conform to the setback lines drawn on the recorded Plat of Bay Pine Villas, Escambia County, Florida.

SECTION 7. FENCES. No fences or walls shall be constructed and no hedge shall be planted on any Lot until its design, construction and location are approved by the Declarant or the Architectural Control 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 Street Setback Line as shown on the recorded plat of the Subdivision. This restriction does not apply to any growing fence or hedge which does not exceed three (3) feet in height.

SECTION 8. DECLARANT-OWNED LOTS. In order to allow the connection of the roads in the Property with any adjacent property that either Declarant #1 or Declarant #2, individually or collectively, may hereafter purchase for development (and as an appurtenance thereto), Declarant #1 and/or Declarant #2, as appropriate, may, at any time, construct a road upon any of the Lots owned by Declarant #1 or Declarant #2, as appropriate, without the consent of any Owner or the Architectural Control Board, its successors and/or assigns.

**ARTICLE III
ADDITIONAL RESTRICTIONS**

SECTION 1. ODD LOTS. If one Lot and all or a portion of an adjacent Lot are utilized for one single-family residential purpose, the setbacks required herein shall be measured from the boundary lines of the entire building plat being then and there utilized and devoted to the single family residence. Two fractional parts of adjacent Lots may be utilized as a single family residential building plot, provided that no plot shall contain fewer square feet than the smallest platted Lot, nor have a width, at the building setback line, of less than forty (40) feet.

SECTION 2. NOXIOUS ACTIVITY. No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done on or upon it that may be or may become an annoyance or nuisance to any other Owners.

SECTION 3. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other household pets may be kept; provided, however, that they are not kept in such numbers as to be an annoyance or nuisance to other Owners, and that they are not permitted to run at large.

SECTION 4. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except one sign of reasonable size (not to exceed five square feet) advertising the property for sale or rent or used by a builder to advertise the property during the construction and sales period. This provision shall not apply to the Declarant who may utilize a structure as a model home or sales office.

SECTION 5. UTILITY EASEMENT RESERVATION. Easements for installation and maintenance of utilities are reserved where necessary for such installation and maintenance.

SECTION 6. MINERAL EXPLORATION. No exploration or drilling for oil, gas or other minerals, and no oil refineries of any kind shall be permitted or allowed on any Lot.

SECTION 7. ENVIRONMENTAL REGULATION. All federal laws, laws of the State of Florida, laws of Escambia County and any related rules and regulations of their respective administrative agencies now and hereafter in effect with regard to sewage disposal, water supply, sanitation, and land use are incorporated herein and made a part hereof.

SECTION 8. POLLUTANTS. In the interest of public health and sanitation and in order that the Properties and all other land in the same locality may be 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 shall use such Lot for any purpose that would result, directly or indirectly, in the draining or dumping into any drainage system, any refuse, sewage, or other material which might tend to pollute said water.

SECTION 9. VEHICULAR STORAGE. Every residential structure constructed on a Lot shall contain, at a minimum a parking pad as outlined herein. In addition, each residential structure shall contain adequate storage, as needed, for the parking and/or storing of automobiles, boats, trailers, campers, motorcycles, motorbikes and all other like vehicles and equipment. No trailer, mobile home, camper, motorbike, motorcycle, motor scooter, boat, boat trailer, house trailer, tractor, or commercial vehicle of any kind, or any other vehicle, machine, equipment, or apparatus other than operating passenger vehicles shall be parked in any driveway or on any Lot except in an appropriate storage area approved in advance by the Declarants or the Architectural Control Board and except as may be required to construct residential buildings on any Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

SECTION 10. SATELLITE DISHES. No satellite dishes may be maintained on any Lot

except with the advance written approval of the Declarants, the Architectural Control Board or the Architectural Review Representative, prevailing at the time. In any such case, such satellite dish and/or antenna may not be placed on any Lot nearer to the front lot line than the rear of the residential structure, nor if a corner lot, nearer to the side street than the Side Street Setback Line as shown on the recorded Plat of the Subdivision.

SECTION 11. CLOTHES LINE AND TRASH CANS. No clothes lines visible from the street or from an adjacent Lot, or other items detrimental to the appearance, shall be permitted on any Lot or building site. Trash and garbage cans must be shielded from view from the street or adjacent Lots except during the hours of normal garbage collection.

SECTION 12. MAINTENANCE. All structure, improvements, yards, drives and landscaping must be diligently and properly maintained so as to secure the esthetics of a good, clean residential neighborhood. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain on any Lot or part of any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. Such maintenance shall include keeping all unimproved Lots free of rubbish, trash, garbage, fallen trees and limbs or other waste. Failure to so maintain shall be sufficient grounds for a judicial proceeding at law or equity by any Owner to enforce this provision.

SECTION 13. ON-STREET PARKING. On-street overnight vehicle parking is strictly prohibited.

SECTION 14. DRAINAGE GREEN BELT AREAS. The portion of the Properties on the recorded plat denoted as Drainage Green Areas, if any, shall not have anything done to them to impede the natural flow of storm water along and over the entire area.

SECTION 15. CONSTRUCTION COMPLETION. Any building constructed on any Lot must be completed within one (1) year from the date of commencement of construction.

SECTION 16. MAINTENANCE OF OUT PARCELS. Maintenance of Parcel "C," Parcel "D," and all other areas dedicated to the public as denoted on the recorded Plat of Bay Pine Villas will be the responsibility of the Declarants until such time as the parcel is deeded and accepted by the County.

ARTICLE IV ASSOCIATION

SECTION 1. MEMBERSHIP. Each Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

SECTION 2. VOTING. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the one vote for each such Lot shall be exercised as they determine. In no event shall more than one vote be cast with respect to any one Lot.

SECTION 3. DECLARANT #2. Until such time as Declarant #2 elects to submit the lots in Phase II to the terms of this Declaration or other similar covenants, restrictions, and easements, Declarant #2 will be deemed a member of the Association and shall be entitled to one (1) vote. Notwithstanding anything in this Declaration to the contrary, until such time as Declarant #2 elects to submit the Lots in Phase II to the terms of this Declaration or other similar covenants, restrictions, and easements, such Lots shall not be subject to the Assessments set forth in Article V.

ARTICLE V ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION 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, and (b) any special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuous lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to provide for the improvement, management, care, and maintenance of the Common Area, as defined in Article I, Section 6, and any additional real property owned by the Association or any public property adjacent to or in the vicinity of the Subdivision. In addition, the assessments shall be used for paying any ad valorem real property taxes on the Common Area, paying for electrical service to the street lights in the Subdivision, payment of any premiums for liability insurance purchased by the Association, and such other matters as are deemed necessary and proper by the Board of Directors of the Association.

SECTION 3. ANNUAL ASSESSMENT. Until January 1, 2003, the maximum annual assessment shall be One Hundred Eighty and No/100 Dollars (\$180.00) for each Lot.

- a) From and after January 1, 2003, the maximum annual assessment may be increased each year not more than ten (10%) percent above the potential maximum assessment for the previous year without a vote of the membership.
- b) From and after January 1, 2003, the maximum annual assessment may be increased above ten (10%) percent of the previous year's potential maximum assessment by a vote of two-thirds (2/3) of the Lot Owners who are voting in person or by proxy, at a meeting duly called for this purpose.
- c) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.
- d) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem real property taxes upon any Common Area and all electricity bills for street lights in the Subdivision, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes and electrical bills.

SECTION 4. SPECIAL ASSESSMENTS OR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair, or replacement of a capital improvement upon any Common Area, real property owned by the Association or public property adjoining or in the vicinity of the Lots, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 (b) AND 4. Written notice of any meeting called for the purpose of taking any action

authorized under Sections 3 (b) or 4 of this Article shall be sent by United States Mail, postage prepaid, to the mailing address of all Owners (as of thirty (30) days prior to date of mailing such notice) not less than fifteen (15) days nor more than thirty (30) days in advance of the 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 (1/3) 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 6. ANNUAL ASSESSMENT PERIODS AND DUE DATE. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence prior to the first (1st) day of the first (1st) month after this document is recorded in the public records of Escambia County, and shall commence thereafter as determined by the Association. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessments. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Until January 1, 2005, fees including annual and special assessments are due only on Lots which have been sold by the Declarants. After this date, all Lots will be subject to annual and special assessments.

SECTION 7. 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 rate of twelve percent (12%) per annum. The Association may 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 8. 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 become 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.

ARTICLE VI GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. Any Owner and/or the Association shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declarant. The prevailing party in any such action or suit shall be entitled to recover damages caused by any violation, including but not limited to, court costs and a reasonable attorney fee. Failure by any Owner and/or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with the land, for a term of twenty (20) years from the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended any time by an instrument signed by not less than two-thirds (2/3) of the Owners. Any amendment must be recorded to be effective.

SECTION 4. NON-FORFEITURE. In no event and under no circumstances shall a violation of any covenant or restriction herein cause or result in a forfeiture or reverter of title.

SECTION 5. MISCELLANEOUS. It is understood that Declarant will maintain the drainage and retention areas of all debris and insure proper drainage until Escambia County accepts maintenance of these areas.

**ARTICLE VII
PHASE II**

Declarant #2 is the record owner of the property defined as Phase II above. Declarant #2 has elected to develop Phase II at a time subsequent to the recording of this Declaration. Although Declarant #2 intends to subject each of the Lots in Phase II to restrictions, covenants, and easements similar to the restrictions, covenants and easements set forth herein, Declarant #2 reserves the right to modify such restrictions, covenants and easements as they apply to the Lots in Phase II as Declarant #2 sees fit, in its sole discretion. At such time as Declarant #2 begins to develop Phase II, Declarant #2 may subject the Lots in Phase II to the terms and provisions of this Declaration by recording in the public records of Escambia County, Florida a document declaring its intention to do so. In such event, each and every provision which applies to the Lots in Phase I will be construed to apply to the Lots in Phase I and Phase II, equally, and all references to Owners shall refer to the Owners of the Lots in Phase I and Phase II.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 8 day of Feb., 2002.

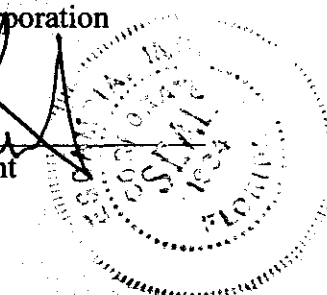
Witnesses:

Joni L. Maddrey
Print Name: Joni L. Maddrey

Joanne Gunn
Print Name: Joanne Gunn

ESCAMBIA, INC., a Florida corporation

By: Michael A. Blanton
Michael A. Blanton, President

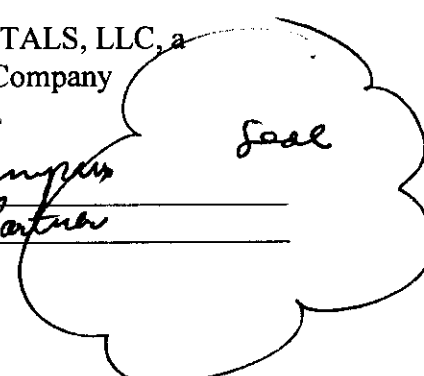


Hope Gilderhus
Print Name: Hope Gilderhus

Dona E. Smith
Print Name: Dona E. Smith

BAY PINE VILLAS RENTALS, LLC, a
Florida Limited Liability Company

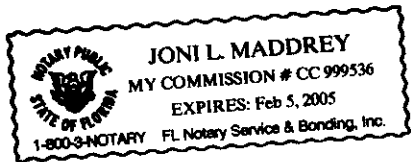
By: Jan J. Campbell
Its Managing Partner



STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8 day of Feb, 2002, by Michael A. Blanton, President of Escambia, Inc., a Florida corporation, and who executed the same on behalf of the corporation, and who is personally known to me.



Joni L. Maddrey
[Signature of Notary Public]
Joni L. Maddrey
[Type/Print Name of Notary]
State of Florida at Large
My Commission Expires: _____
Commission Certificate No. _____

(Notary Seal Must Be Affixed)

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of February, 2002 by Joseph J. Campus III, as Mgr. Partner of Bay Pine Villas Rentals, LLC, a Florida Limited Liability Company, and who executed the same on behalf of the corporation, and who is personally known to me.

Dona E. Smith
[Signature of Notary Public]
Dona E. Smith
[Type/Print Name of Notary]
State of Florida at Large
My Commission Expires: 6/29/2004
Commission Certificate No. CC 951238

(Notary Seal Must Be Affixed)

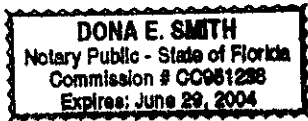


EXHIBIT "A"

COMMENCE AT THE SOUTHEAST CORNER OF EL-DORADO ESTATES SUBDIVISION (A.K.A. PERDIDO PARK) AS RECORDED IN PLAT BOOK 8, AT PAGE 50 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 23 MINUTES 18 SECONDS EAST FOR 250.00 FEET; THENCE GO NORTH 02 DEGREES 57 MINUTES 25 SECONDS EAST A DISTANCE OF 229.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02 DEGREES 57 MINUTES 25 SECONDS EAST A DISTANCE OF 1003.62 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 15 MINUTES 13 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 875.45 FEET; THENCE DEPARTING SAID NORTH LINE GO SOUTH 02 DEGREES 51 MINUTES 07 SECONDS WEST A DISTANCE OF 560.00 FEET; THENCE GO SOUTH 87 DEGREES 15 MINUTES 13 SECONDS EAST A DISTANCE OF 200.15 FEET; THENCE GO SOUTH 02 DEGREES 51 MINUTES 07 SECONDS WEST A DISTANCE OF 270.67 FEET; THENCE GO NORTH 87 DEGREES 23 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 422.38 FEET TO A POINT ON A CURVE. THENCE GO SOUTHWESTERLY ALONG ARC OF SAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 501.08 FEET; FOR AN ARC DISTANCE OF 32.94 FEET (DELTA = 03 DEGREES 45 MINUTES 58 SECONDS, CHORD BEARING = SOUTH 04 DEGREES 14 MINUTES 21 SECONDS WEST, CHORD DISTANCE = 32.93 FEET) TO THE POINT OF TANGENCY; THENCE DEPARTING SAID CURVE GO SOUTH 02 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 367.15 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY #98 (200' R/W); THENCE GO NORTH 87 DEGREES 23 MINUTES 18 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 60.00 FEET; THENCE GO NORTH 02 DEGREES 21 MINUTES 22 SECONDS EAST A DISTANCE OF 228.26 FEET; THENCE GO NORTH 87 DEGREES 15 MINUTES 13 SECONDS WEST A DISTANCE OF 595.47 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 19, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 20.87 ACRES.

RCD Mar 20, 2002 04:04 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-944550