

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR ELERAL ESTATES**

Prepared For:

**Eleral Properties, LLC
2755 Fenwick Road
Pensacola, FL 32526**

Prepared By:

**Laura Brandenburg
Roads Incorporated
2755 Fenwick Road
Pensacola, FL 32526**

Date:

May 24, 2005

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
ELERAL ESTATES

This Declaration of Covenants, Conditions, and Restrictions, is hereby made and entered into this 24th day of May, 2005, by Eleral Estates, LLC., a Florida Corporation. hereinafter referred to as "Declarant."

WITNESSETH:

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

See Exhibit "A" attached hereto and made a part thereof:

Hereinafter referred to as "Eleral Estates."

NOW, THEREFORE, Declarant declares that, except as expressly provided otherwise below, all of the Eleral Estates, shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and binding on all parties having any right, title, or interest in the described properties or any part thereof, its successors and assigns, and shall inure to the benefit of each Owner thereof., its successors and assigns, and shall inure to the benefit of each Owner thereof..

ARTICLE I DEFINITIONS

Section 1. "Declarant" shall mean and refer to Eleral Estates, LLC., a Florida corporation.

Section 2. "Lot" shall mean and refer to all of those Lots contained within Eleral Estates, and any and all lots as shown on any future plats to be recorded in the future, if such lots are contained within the Eleral Estates.

Section 3. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities that have a record interest in a Lot merely as security for the performance of an obligation.

ARTICLE II
PROPERTY RESTRICTIONS

Section 1. No lot shall be used except for residential purposes. Unless otherwise specifically permitted to this Declaration. No building shall be erected, altered, placed, or permitted to remain on any building site other than one detached single family residential dwelling.

Section 2. No building shall be located on any lot nearer to any street than the distance indicated by the building setback requirements on the recorded plat, but in no event less than twenty (20) feet from the street on the front lot line. Eaves, steps, and open compliance, provided, however, that this exception shall not permit any structure on a lot to encroach upon another lot.

Section 3. Front Building Setback Line. All dwellings shall be built a minimum of twenty (20) feet from the front line.

Section 4. Side Building Setback Line. All single family dwellings must be setback a minimum of 10 percent of the width of the front lot line from each side lot line, not to exceed 15 feet.

Section 5. No exploration or drilling for oil, gas, or other minerals shall be permitted or allowed on any lot in said subdivision and no lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.

Section 6. No noxious or offensive trade or activity shall be carried on or maintained on any lot in the subdivision nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood.

Section 7. No mobile living facility or structure of a temporary character shall ever be used as a residence.

Section 8. Trash, garbage, and other waste shall not be kept except in sanitary containers.

Section 9. 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 that they are not kept, bred or maintained for any commercial purposes. In no event shall more than two household pets be kept on any lot at any one time.

Section 10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during construction and sales period, provided however, a builder may erect a directional sign not exceeding four feet in height by eight feet in width as to the dimensions of the sign on any lot which it owns.

Section 11. No fence or wall shall be erected along the street frontage of any lot or in the area between the front property line and the setback line or the front of the dwelling unless an exception based on desirable architectural effect is obtained from the Architectural Control Committee. In no events will a metal chain link or similar type of utility fence be permitted in the area between a dwelling and the street. There is excepted from this restriction any fences that are required by either FHA, VA, or any governmental agency to be constructed and maintained around easement areas.

Section 12. An easement is reserved over and across each lot in the subdivision for the purpose of installing, repairing, and maintaining or conveying to proper parties for the installation, repair, or maintenance of electric power for the lots in the subdivision, and easements shown or reserved on the recorded plat of the subdivision are hereby adopted as part of these restrictions.

Section 13. No dwelling or other building or improvements, including, but not limited to, porches, decks, covered patios, boat storage buildings, pools, dressing rooms, walls, fences, or hedges, shall be constructed, erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee.

Section 14. Utility or other drainage easements shall not be fenced in any manner that will prohibit access and use. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage.

Section 15. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property. In order to facilitate natural surface water drainage, it may be necessary for the developer to contour each building lot to provide a continuous drainage patterns from lot to lot within the subdivision. These drainage patterns shall not be altered. All green belt areas designated on the plat shall remain undisturbed and no lot owner or other person or entity shall in any way interfere with the natural green belt areas as designated on the plat.

Section 16. No structure shall be erected, or placed on any residential lot with finished living areas below the minimum eight feet level required under federal regulations and local ordinance for flood insurance purposes.

Section 17. Exclusive of storage rooms, porches, garages and carports, no dwelling shall be erected on any lot having a living area of less than 1500 square feet. No dwelling (including storage rooms, porches, garages, carports, and any other such building).

Shall be erected or located on any lot nearer to any street right-of-way on which the lot fronts that the distance indicated by the building setback requirements.

Section 18. No outside clothes lines visible from the street or adjacent property or other terms detrimental to the appearance of the subdivision shall be permitted on any lot.

Section 19. No satellite dishes or satellite reception equipment shall be permitted in the subdivision except in the back yard, in which case it shall be screened in such manner as not be visible from the street.

Section 20. No boats, trailers, motor homes, campers, or other recreational vehicles shall be parked on any lot in the subdivision unless done in such a manner as to not be visible from the street.

Section 21. Neither the construction of a building of any kind nor the introduction of fill material of any kind shall be allowed on the portion of any lot depicted as wetlands on the recorded plat without the lot owner first obtaining a permit for such fill from the U.S. Army of Engineers and/or the Florida Department of Environmental Protection.

ARTICLE III ARCHITECTURAL REVIEW COMMITTEE

The Architectural Control Committee shall be composed of Gail Morris, David Barnes, and Jennifer Laritz. A majority of the committee may designate a representative to act for the committee. Upon death or resignation of a member or members of the committee, the remaining members shall have full authority to designate successor members. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event that the committee, or its designated representatives, fails to approve or disapprove plans and specifications within thirty (30) days after the plans and specifications have been submitted, or in any event, if no suit is filed to enjoin construction within thirty (30) days of commencement, approval will not be required and the related covenants shall be deemed to have been fully complied with or to be not applicable.

When a building or structure has been erected or its construction substantially advanced and the building is located on any lot in a manner that constitutes a violation of these covenants and restriction or the building setback lines shown on the recorded plat, the committee may release the lot, or parts of it, from any part of the covenants and restrictions or setback lines that are violated. The committee shall not give such a release except for a violation that is determined in its sole discretion to be a minor or insubstantial violation.

The committee, in its sole judgment, may permit the erection of a building on a portion of a platted lot or on portions of contiguous platted lots notwithstanding that the building site may be a smaller in area than the platted lots, provided that the covenants and restrictions otherwise herein contained are not violated.

ARTICLE IV
GENERAL PROVISIONS

Section 1. The Declarant, or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens, and charges imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall have no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for the successful enforcement of any conditions, restrictions or covenants herein contained (due to its violation or breach), or lien against an Owner or against any other person of the entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorneys fees, of the Owner of Declarant who initiates such successful judicial proceedings for the enforcement of said condition, restriction, covenant or lien.

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

Section 3. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all lots, and shall be binding on all Owners and all persons claiming under them for a period of 30 years from the date this Declaration is recorded unless amended by an instrument signed by at least one-half (1/2) of the record Owners. After the initial 30-year term, the Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a majority of all of the Owners of the Lots. Notwithstanding the foregoing, Declarant reserves unto itself and assigns the right to amend this Declaration at any time within two years after the date hereof, if doing so is necessary or advisable to accommodate FHA, VA, FNMA or the like financing of residential structures within the subdivision. Any amendment of this Declaration must be recorded in the public records of Escambia County, Florida.

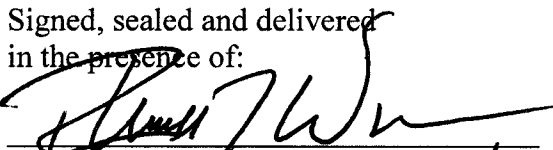
Section 4. The Declarant shall not, in any way or manner, be held liable for failure to enforce the conditions, restrictions, or covenants herein contained as to any Owner or any other person or entity for any violation of the restrictions set forth herein by any Owner other than itself.


Section 5. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Declarant, or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions, or covenants ever be interpreted to work a reverter or forfeiture of title.

IN WITNESS WHEREOF, the undersigned has caused its hand and seal to be affixed hereto and has duly authorized its President to act on its behalf this 24 day of May, 2005,

Signed, sealed and delivered in the presence of:

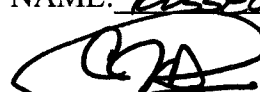
Eleral Estates, LLC.
a Florida Corporation



By: 

PRINT NAME: RUSSELL T. WEAVER

CODY RAWSON, AS PRESIDENT



PRINT NAME: Christopher J. Davis

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of May, 2005, by Cody Rawson as President of Rawson & Co., Inc. a Florida corporation, on behalf of the corporation, who personally appeared before me and is personally known to me.



NOTARY PUBLIC



EXHIBIT "A"

DESCRIPTION AS PREPARED BY SOUTHEAST SURVEY AND LAND DESIGN, LLC.
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 88 DEGREES 40 MINUTES 57 SECONDS WEST ALONG THE SOUTH LINE OF THE AFORESAID SECTION 33 A DISTANCE OF 1319.71 FEET; THENCE GO NORTH 03 DEGREES 42 MINUTES 48 SECONDS EAST A DISTANCE OF 33.58 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF FRANK REEDER ROAD (66' R/W), SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03 DEGREES 42 MINUTES 48 SECONDS EAST A DISTANCE OF 1288.03 FEET; THENCE GO SOUTH 87 DEGREES 44 MINUTES 41 SECONDS EAST A DISTANCE OF 760.25 FEET; THENCE GO SOUTH 03 DEGREES 42 MINUTES 48 SECONDS WEST A DISTANCE OF 1275.75 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF FRANK REEDER ROAD (66' R/W); THENCE GO NORTH 88 DEGREES 40 MINUTES 11 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 760.66 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 22.365 ACRES.