

THIS INSTRUMENT PREPARED BY:

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**CASUNA SUBDIVISION DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made this 14th day of July, 2004, by CASUNA, INC, a Florida Corporation hereinafter collectively referred to as Declarant as follows:

RECITALS

A. Declarant is the owner of certain real property located in Bay County, Florida, more particularly described as Casuna Subdivision (Casuna) as recorded in Plat Book 20 Page 14 of the Public Records of Bay County, and Declarant desires to establish a general plan of development for this planned community to ensure high quality standards for the enjoyment of the development and to promote environmental, ecological, recreational, health, safety, and social welfare of each owner and occupant. Declarant desires to subject the property to the covenants, design and design review standards, conditions, easements, charges and liens hereinafter set forth, all of which are for the benefit of Casuna and each owner of a portion thereof.

B. Declarant desires to create a non-profit association with the power and duty of administering and enforcing these protective covenants, conditions, restrictions and limitations and of maintaining and administering any common property, easements, and utility facilities, as hereinafter defined, and for the collecting and disposing of the assessments and charges hereinafter created.

DECLARATION

NOW THEREFORE, Declarant hereby declares that the property as recorded in Plat Book 20, at Page 14 (the property) shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions which are for the purpose of protecting the value and desirability of, and which shall run with the title to the property and be binding upon all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof and the Declarant.

ARTICLE I
DEFINITIONS

1. Association shall mean and refer to Casuna Subdivision Homeowner's Association, Inc.,

a Florida non-profit corporation, its successors and assigns.

2. Articles shall mean and refer to the Articles of Incorporation of the Association.
3. Board of Directors shall mean and refer to the Board of Directors of the Association.
4. By-laws shall mean and refer to the By-laws of the Association.
5. Common properties or common areas shall mean and refer to those tracts of lands or right of ways together with any improvements thereon which may be deeded to the Association and designated as common properties or common areas. All common properties are to be devoted to and intended for the common use and enjoyment of the members and their guests, lessees or invitee and the visiting general public (to the extent permitted by the Board of Directors of the Association), subject to any operating rules adopted by the Association and subject to any use rights made available by Declarant prior to any conveyance of such common properties to the Association. All streets, roads, and right of ways are to be dedicated to the public for City/Municipal Maintenance by the Declarant.
6. Declarant shall mean and refer to Casuna, Inc., its successors or assigns of its rights hereunder or any successor or assign of any or substantially all of its interest in the Property. The Declarant will also be an owner or member for so long as the Declarant shall be the record owner of any platted Lot within this planned community.
7. Declaration shall mean and refer to this Casuna Subdivision Declaration of Covenants, Conditions and Restrictions.
8. Member shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration.
9. Mortgagee shall mean any institutional holder of a first mortgage encumbering a portion of the property as security for the performance of an obligation.
10. Owner shall mean and refer to the Owner as shown in the public records of Bay County, Florida (whether it be one or more persons, firms, associations, corporation or other legal entities) of the fee simple title to any lot, but shall not mean or refer to a mortgagee, its successors or assigns unless or until such mortgagee has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure, nor shall the term owner mean or refer to any lessee or tenant of an owner.
11. Property or properties shall mean and refer to that certain real property hereinbefore described.
12. Residential dwelling unit, Structure, or Building shall mean and refer to any improved property intended for use as a single family residential dwelling unit on any platted Lot.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1 Membership. Every owner of the property, except governmental entities, or owners of properties which are exempt from the payment of assessments shall be a member of the Association, including the Declarant who shall be a member of the association provided Declarant is the owner of any Lot in Casuna Subdivision. Such membership shall be mandatory membership and all members of the Association shall be governed and controlled by the Articles of Incorporation and By-laws in addition to this Declaration.

Section 2 Voting Rights. The Association shall have one type of voting membership. Members shall be all owners, including the Declarant, of Lots and shall be entitled to one vote for each Lot for which such member owns. When any property entitling an owner to membership is owned of record in the name of two or more persons or entities, one and only one of such persons who shall be designated shall become the member entitled to vote. Such vote shall be exercised as they among themselves, determine or as the Covenants and Restrictions applicable to such property shall determine, but in no event shall more than one vote be cast with respect to any such property.

ARTICLE III
GOVERNANCE

The Association shall be governed by a Board of Directors consisting of three, five, seven, nine or eleven members as determined by the Board of Directors, to be elected or appointed as provided in the Articles of Incorporation and By-laws of the Association.

ARTICLE IV
PROPERTY RIGHTS IN COMMON PROPERTIES

Section 1 Common properties. Declarant intends to develop Casuna substantially in accordance with the master plan (Preliminary Plat) as amended from time to time on file with the Bay County Building Department and/or the City of Mexico Beach, Florida, and reserves the right to review and modify the master plan as its sole option, from time to time, based upon its continuing development and design program. The master plan shall not obligate Declarant or any other party to develop such property or prohibit the Declarant or any other party from substantially amending such plan by adding additional property or removing property from inclusion within such master plan or terminating such master plan in whole or in part. Subject to the rights of the Declarant with respect to the master plan as specified herein, Declarant shall convey to the Association any properties which are designated as common property by the Declarant in the master plan which are to be devoted and intended for the common use and enjoyment of the members within this planned community, their guests, tenants, and invitee's.

Section 2 Member's Easements of Enjoyment in Common Properties. Subject to the provisions of this Declaration, the rules and regulations of the association, any fees or charges established by the Association, and any prior use rights granted in the common property, every member, their families and every guest, tenant or invitee of such member shall have a right and

easement of enjoyment in and to the common property.

Section 3 Title to Common Property. The Declarant covenants for itself and its successors and assigns, that it shall convey by deed or Bill of Sale, to the Association, at no cost to the Association, title to any common property. Said conveyance shall occur on or before the conclusion of the Declarant's development and sale period which period shall not extend past the conveyance of title to all of the lots owned by Declarant.

Section 4 Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association, in accordance with its By-laws, to borrow money for the purpose of improving and maintaining the common properties;
- b. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosures;
- c. The right of the Association, to suspend the rights and easements of enjoyment of any member, lessee or guest of any member for any period during which the payment of any assessment against the property owned by such member remains delinquent for any period in excess of forty-five days or for any infraction of its published rules and regulations, without waiver or discharge of the member's obligation to pay the assessment; provided however the Association may not deny a member's right of egress and ingress to his property;
- d. The right of the Association to deny ingress to any person who in the opinion of the Association may create or participate in a disturbance or nuisance on any part of the property in the planned community.
- e. The right of the Declarant or the Association by its Board of Directors to dedicate or transfer to any public or private utility or public authority, utility or drainage easement or any part of the common properties or any part of any blanket easement created hereunder.
- f. The right of the Association to give or sell all or any part of any common property to any public utility or private utility for such purposes and subject to such conditions as may be agreed to by the members, if authorized by the affirmative vote by three-fourths of the votes cast at a duly called meeting of the Association.
- g. The right of the Association to ensure that the storm water management system and storm water discharge facilities will be operated and maintained in compliance with the requirements of F.A.C. 62-65 and such other rules and regulations promulgated by the State of Florida and such rights of the Association to establish rules and regulations regarding the same.

ARTICLE V
COVENANTS AND ASSESSMENTS

Section 1 Creation of the Lien and personal obligation for assessments. Each owner of any lot as members of the Association, shall be deemed to covenant and agree to all the terms and provision of this declaration and to pay to the Association:

- a. Annual assessments or charges; and
- b. Special assessments or charges for the purposes set forth in this Article, such assessment to be fixed, established and collected from time to time as hereinafter provided.

The Annual or Special Assessments together with such interest thereon and cost of collection is hereinafter provided, shall be a charge and continuing lien upon the real property and improvements against which such assessments are made; provided however, that no lien shall be established or created under this declaration against any property owned by the Declarant. Each such assessment, together with such interest and cost of collection shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment first became due and payable. In case of co-ownership, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2 Purpose of Assessment. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, management, operation and protection of the common utilities, easements (including Storm water discharge and storm water management as may be required by F.A.C. 62-65 and vegetative buffers), and common properties, and to provide any of the functions or services of the Association as hereinafter authorized. Special assessments may be used for non-common expenses but only as specified herein.

Section 3 Basis of Assessment. The annual assessment shall be levied annually by the Board of Directors commencing on April 1st, 2004 or as soon thereafter as becomes practical. The Board of Directors, by majority vote, shall fix the annual assessment in accordance with the provisions of this section at a level as may be necessary to meet the important and essential functions of the Association's and the anticipated expenditures as reflected in the budget. If the Board of Directors shall levy an amount less than required during such year, the Board may, by majority vote, levy a supplemental assessment. The per parcel annual and/or special assessment will be equal to the total amount to be assessed for the fiscal year, divided by the total numbers of lots. The annual assessment shall be billed annually, quarterly or monthly as determined by the Board of Directors of the Association. All assessment bills shall be due and payable not more than forty-five days from the mailing of the same and shall be determined by the Board of Directors from time to time. The initial annual assessment to be established by the association shall not exceed \$1,000.00 yearly . Thereafter such regular annual assessment may increase in such amounts as determined by the Association as provided hereunder.

Section 4 Special Assessments for Improvement and Additions. In addition to the regular

annual assessment authorized by Section 3 hereof, the Board of Directors may levy special assessments for the following purposes:

- a. Construction or reconstruction, repair or replacement of necessary fixtures, landscaping and personal property related thereto;
- b. To repay any loan made to the association to enable it to perform the duties and functions authorized herein whether such loans shall be made in the year of such assessment or any prior year.

Such prior assessments, before being charged, must have received the consent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for that purpose. The proportion of each special assessment to be paid by the owners of the various classifications of properties shall be equal to their respective proportions of their regular annual assessments made during the year during which such special assessments are approved by the members.

Section 6 Reserve Funds. The Board of Directors may establish reserve funds from the regular annual assessments to be held in reserve for an interest bearing account or investment as reserves for:

- a. Major rehabilitation or major repairs incident to tropical storms, hurricanes, or other casualties
- b. for emergency and other repairs required as a result of tropical storms, hurricanes, fires, or other natural disasters; and
- c. Initial costs of any new service to be performed by the Association

Section 7 Duties of the Board of Directors. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot, at the time of the adoption of the annual budget of such assessment. The Association shall, upon demand, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessments have been paid.

Section 8 Effect of non-payment of assessment. If the assessment is not paid on or before the past due date specified above, then such assessment shall become delinquent. If the assessment is not paid within forty-five days after the past due date, the Association may bring an action at law against the owner personally and may proceed to enforce the lien created hereby by foreclosing or by any other proceeding in equity or at law. There shall be added to the amount of such assessment and the amount secured by such lien, the cost of preparing the filing of the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment at the highest legal rate and a reasonable attorney's fee together with the cost of the action.

Section 9 Subordination of Lien to Mortgages. The lien of the assessment provided for

herein shall be subordinate to the lien of any mortgage now existing or hereinafter placed on the property subject to assessment. In the event a creditor acquires title to property pursuant to foreclosure or any other proceeding or a deed in lieu of foreclosure, said creditor shall not be subject to past due assessments. Such sale or transfer shall not relieve such creditor from liability for any assessments accruing after title has been acquired.

Section 10 Exempt property. Any property granted or conveyed to any private or private utility company or any common properties shall be exempt from any assessment, charge and lien created herein.

Section 11 Annual Statements. The President, Treasurer or other such officer as may have custody of the funds of the Association shall annually, within ninety days after the close of the fiscal year of the Association, prepare and execute a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenue costs and expenses, which shall be made available upon request to each member of the Association.

Section 12 Annual Budget. The Board of Directors shall prepare and make available to all members at least Thirty (30) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for the following fiscal year.

ARTICLE VI FUNCTIONS OF ASSOCIATION

Section 1 Functions and services of Association. The Association shall provide the following services to its members to the extent permitted by applicable state and local law:

- a. Maintenance of all common properties, including landscaping of entrances and any decorative lighting.
- b. Maintenance of water, irrigation and storm water and maintenance easements under F.A.C. 62-25 and vegetative buffer zones.
- c. Lighting of easements and right of ways.
- d. Insect and pest control to the extent that it is necessary or desirable in the judgement of the Board of Directors
- e. To provide administrative services, including legal, accounting and financial services to the association
- f. To provide flood, liability and hazard insurance covering any improvements owned by the association and errors and omissions or directors and officer's coverage for the Association.

Section 2 Ownership and Maintenance of Common Properties. The Association shall be

authorized to own and/or maintain common properties and equipment, furnishings and other improvements as may be necessary in the opinion of the Board of Directors to provide the services and functions of the Association as set forth above.

Section 3 Management. The Board of Directors shall have the right to designate such party as Board of Directors shall select to act as Manager to provide or cause to be provided, the services for which assessments are made hereunder as set forth in this article. Any such manager shall be entitled to a reasonable management fee for the provision of such services which fee shall be part of the annual assessment as set forth herein.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1 Architectural Review. The Declarant is desirous of promoting an aesthetically pleasing and environmentally sound planned community development and desires herein to establish an Architectural Review Board and set it's jurisdiction, powers, obligations, rules and regulations under which the review board will conduct it's review of proposed improvements. No buildings, outbuildings, decks, terraces, patios, courtyards, driveways, walls, fences, swimming pools, or other structures or facilities or improvements of any kind or nature shall be commenced, erected or maintained upon the property or common areas nor shall any landscaping, cut and fill operations, removal of existing vegetation be done, nor shall any exterior addition to any existing structure or change or alteration therein, be made until the plans and specifications therefore showing the nature, kind, shape, height, color, material and location of the same shall have been submitted to and approved in writing as to the harmony and compatibility of the external design and location, with the surrounding structure and topography, by the Association's Architectural Review Board. This paragraph shall not apply to any property utilized by any private or public utility. The Architectural Review Board shall be composed of those persons as described in the By-laws of the association. The Architectural Review Board's primary goal is to determine if the proposed improvement conforms in appearance to the design guidelines and does not assume responsibility for structural adequacy, capacity, soil condition, storm water or erosion requirements, or the performance or quality of work of any contractor, surveyor, or engineer.

Section 2 Design and Building Guidelines. In order to preserve the design philosophy of Casuna , building plans and landscape schemes will be considered for approval by the Architectural Review Board; notwithstanding the above, the Architectural Review Board may, in its absolute discretion, approve any plans or landscape designs in question, if said plans and designs are in accordance with the design philosophy. If approval is given or deemed to be given, a building permit may be obtained, and construction of the improvements applied for may be begun, provided that all such construction is in accordance with the submitted plans and specifications. The Architectural Review Board, the Association, or any Member shall have the right to enjoin any construction not in conformance with the approved plans and specifications.

Section 3 Procedure. Plans to be submitted for approval to the Architectural Review Board shall include:

a. The construction plans and specifications showing the exact computation of the stated square footage, including all proposed landscaping. The specifications must include a list of materials to be used for exterior siding and roofing to ensure that prohibited materials are not used.

b. An elevation or rendering of all proposed improvements that defines the exterior including:

1. The proposed finished grade.

2. The total building height.

c. Such other items as the Architectural Review Board may deem appropriate including color schemes for exterior siding and roofing and other improvements requiring clarification.

The Architectural Review Board shall indicate any approval or disapproval of the matters required to be acted upon by them, in writing and served upon the owner personally or by certified mail, indicating the proposed building or structure and the reasons for any disapproval. Upon approval by the Architectural Review Board, the owner may then submit to the County or other agencies for a building permit. If the Architectural Review Board fails or refuses to approve or disapprove plans within forty five (45) days after submission of all requested plans and specifications, then it shall conclusively be presumed that the plans as submitted to the Architectural Review Board have been approved.

ARTICLE VIII USE AND DEVELOPMENT RESTRICTIONS

Section 1 Lot Re-subdivision or Restriction. No residential lot shall be further divided or separated into smaller lots by any order without the consent of the Declarant and the Bay County Board of County Commissioners and/or City of Mexico Beach, Florida. No person other than the Declarant shall record any additional covenants, conditions, or restrictions affecting any portion of Casuna without the Declarant's written consent.

Section 2 Residential Use. Each residential lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial use. Uses which are ancillary to the primary residential occupancy are deemed non-commercial if it is not apparent or detectable by sight, sound, or smell from outside of a permitted structure and is consistent with local zoning ordinances. No time share ownership of lots are permitted without the Declarant's approval. Nothing herein shall be deemed to prevent the owner from leasing a residence, subject to all the provisions of this Declaration.

Section 3 Nuisances; other improper use. No nuisance or unreasonable level of sound or light pollution shall be permitted to exist on any residential lot or other common property so as to be detrimental to any other lot in the vicinity thereof or to its occupants, or to the common property.

Section 4 Pets. No animals, livestock or poultry shall be raised bred or kept within the property except for a reasonable number of common household pets as may be determined by the Association. All pets must be held or kept leashed or otherwise appropriately restrained at all times that they are outside of a structure.

Section 5 Signs. No sign, advertisement or notice of any type or nature whatsoever, including, without limitation, for sale and for lease signs shall be erected or displayed upon any lot, residence, or common property or from any window, unless required by law or unless prior written approval of the size, shape, content and appearance and location has been obtained from the Architectural Review Board. The Declarant; however, may place sign- age for marketing purposes upon such property until such time as the Declarant has sold its last lot within the planned community. The Association, with the Architectural Review Board's approval may erect signs on the right of ways and on common areas.

Section 6 Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with the rules and regulations adopted by the Board of Directors of the Association, the City Of Mexico Beach, Florida, and the Bay County Board of County Commissioners.

Section 7 Temporary Structures. No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed or other out building shall be permitted on any parcel at any time, except temporary structures required by law such as port-a-lets may be maintained for the limited purpose of construction, renovation, or repairs of a residence or facility on a common area.

Section 8 Fences. The use of fences, walls and other forms of visual screens throughout the property shall be subject to the prior written consent of the Architectural Review Board, and with the exception of fencing surrounding the perimeter of the community, shall be limited to those portions of those parcels closely surrounding the residences so as not to necessarily or unduly restrict the view of others.

Section 9 Hazardous Materials. No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on the property except for ordinary household use in strict compliance with applicable rules and regulations.

Section 10 Residential Size Requirements. All single family residences shall be constructed in accordance with the Residential Building Code of Bay County, Florida and shall have a minimum of 1,600 square feet of living area (heated and cooled) exclusive of decks, porches, garages or permitted out buildings.

Section 11 Clothesline. No clothesline, or other clothes drying facility shall be permitted in any of the common areas or on any of the lots within the subdivision.

Section 12 Restrictions on Rentals. Residential dwellings may be rented, subject only to rules and regulations established by the Association. All leases or rental agreements pertaining to

a lot shall be in writing and shall specifically subject the Lessee to the requirements of this declaration, and to all rules and regulations which have been properly promulgated.

Section 13 Underground services. All cable, wires or conduits necessary for transmission for electrical power, gas, telephone services, television cable service, or any other similar service, including but not limited to all water lines, gas lines, and sewer lines, shall be by underground service only, and no overhead cable or lines for such purposes shall be erected or permitted to exist upon the property. The owner of each lot shall provide conduit equivalent to the applicable utility company's specifications for the installation of underground service into the dwelling.

Section 14 Antennas. To ensure that the appearance of the property remains aesthetically pleasing, the association may regulate the location and placement of any exterior radio, television or other electronic antenna, aerial or satellite dish on or within a lot or otherwise on the property; provided, however, that such regulation does not affect the quality or reception or unreasonably increase the cost of obtaining the antenna or related device. Prior to installing any such device, the lot owner must obtain written approval from the Architectural Review Board stating that adequate landscaping exists so that the satellite dish or antenna, once installed in the proposed location, will be hidden from view of the other lot owners.

Section 15 Fuel Storage. No fuel or gas storage tanks shall be erected, placed or permitted on any part of any lot. However, an owner may keep and maintain Liquid Propane tanks for the operation of gas appliances but shall keep the same stored in a secure location on his/her lot that is underground or not visible by adjoining lot owners.

Section 16 Insurance. Nothing shall be done or kept on any lot or common area which will increase the rate of insurance for the property including lot and/or dwellings, or the contents thereof, applicable for residential use, without the prior written consent of the association. No owner shall permit anything to be done or kept in his dwelling or otherwise on his lot or the common area which will result in cancellation of insurance on the property, or the contents thereof, or which would be in violation of any law.

ARTICLE IX UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1 Utility Easements. In addition to those easements shown on the official plat, the Declarant and the Association upon Declarant's assignment of such rights, hereby reserves a blanket easement for the benefit of the Declarant or their designees, upon, across, over, through, under any portion of the property for installation, replacement, repair and maintenance of all utility, and service lines, and irrigation systems.

Section 2 Declarant's Easement to correct drainage. Declarant hereby reserves for itself, and for the Association upon Declarant's assignment of such rights, a blanket easement and right on, over and under the ground within the property to maintain and correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance.

ARTICLE X
TAXES AND OTHER CHARGES

In the event the Association fails to pay, when due, taxes assessed against the common property or premiums of insurance covering the improvements on the common property, that any one or more of said members or mortgagees may pay such taxes or insurance premiums, and the Association shall be obligated to reimburse such persons for such payments, and until paid, the same shall constitute a lien upon the common property in favor of the party or parties, entity or entities, paying the same, which said lien may be enforced in a court of competent jurisdiction of the State of Florida in any manner as a judgment lien may be enforced.

ARTICLE XI
GENERAL PROVISIONS

Section 1 Duration. The covenants and restrictions of this Declaration shall run with and bind the property, and shall enure to the benefit of and be enforceable by the Association, the Declarant or the owner of any property, their respective legal representatives, heirs, successors, and assigns for a period of thirty years from the date this Declaration is recorded. Upon expiration of said thirty year period, this Declaration shall be automatically extended for successive 10 year periods unless at least 75% of the then Owners sign a document stating that the document is terminated and that document is recorded in the Public Records within the year before any extension becomes effective. In any event, if any provision of this Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire 90 years after this Declaration is recorded.

Section 2 Amendments. The Declarant specifically reserves the right to amend this Declaration or any portion hereof, on its own motion, from the date hereof until such time as Declarant conveys title to the first lot so long as the voting power of any existing members is not diluted thereby, nor the amounts of assessments of such existing members changed except by which may be expressed or provided for herein in any manner which would adversely affect such members. All proposed amendments shall be submitted to a vote of the members at a duly called meeting of the association after proper notice and any such proposed amendment shall be deemed approved if fifty-one percent of the votes cast at such meeting vote in favor of such proposed amendment and the approval of a majority of institutional mortgagees holding mortgages on lots.

Section 3 Notices. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent and notice thereby given, when mailed, with the proper postage affixed, to the address appearing on the Association's membership list. Notice to one or two or more co-owners or co-tenants to any property shall constitute notice to all co-owners.

Section 4 Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision, either to restrain violation or to recover damages, and against the land to enforce any lien created hereby; and failure by the Association or any member of or the Declarant to enforce any covenant or restriction

herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter.

Section 5 Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase, or term of this Declaration be declared to be invalid or unenforceable, for any reason, by the adjudication of any court or other authority, having jurisdiction over the parties, such judgment shall not effect the other provisions hereof.

Section 6 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant contemplated under this Declaration, the Declarant shall not be liable to an owner or any person an account of any claim, liability, damage or expense suffered or incurred by or threatened against or an owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals whether given, granted or withheld.

CASUNA, INC.

Kristy Lee
Witness
Print Name: Kristy Lee

Cathey P. Hobbs
By: Cathey P. Hobbs
Its President

[Signature]
Witness
Print Name: Charles Costin

STATE OF FLORIDA
COUNTY OF GULF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **CATHEY P. HOBBS, AS PRESIDENT OF CASUNA, INC**, personally known or who produced personally known to me as identification to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same for the purpose herein described.

WITNESS my hand and official seal this 14th day of July, 2004.



Kristy M. Lee
Notary Public