

Notice to Members: The association has revitalized and added new covenants over the past 4 years. The following declarations are an abridged version prepared by the Board. This document should be relied upon for reference only. To view the original documents in their entirety, please see the Governing Documents tab at labelleterrehoa.com.

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
LA BELLE TERRE, SUBDIVISION**

This Declaration (herein referred to as the “Declaration” or “Revived Declaration”) is made by the written agreement of a majority of the affected parcel owners in La Belle Terre (a Subdivision according to the plat thereof recorded in Plat Book 13, Page 8, of the Public Records of Escambia County, Florida) pursuant to Chapter 720, Part III, Florida Statutes.

SPANISH TRAIL PROPERTIES, INC., the original owner of the real property described in Plat Book 13, Page 8, (herein referred to as “Developer” or “Declarant”) recorded the declaration of covenants, conditions and restrictions on the forgoing described property in Official Records Book 2175, Page 893 in the Public Records of Escambia County, Florida on January 31, 1986, which were subsequently amended by not less than two-thirds (2/3) of the legal and equitable owners (herein collectively referred to as “Declarant”) by the amendment recorded in Official Records Book 2399, Page 906, of the Public Records of Escambia County, Florida on May 20, 1987 (herein referred to as the “Original Declaration”). These covenants, conditions, restrictions and servitudes expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

Pursuant to authority granted under Chapter 720, Part III, Florida Statutes, the organizing committee, consisting of David L. Barraclough, Pam Coco, and Bob Bloom, does hereby submit these covenants, restrictions, reservations and servitudes for revival (hereinafter referred to as the “Revived Declaration”). It is hereby declared that, subject to the provisions hereof, all of the property described below, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of a portion thereof. The attached Exhibit “A” more particularly identifies each Lot and other real property that is to be subject to the governing documents by its legal description, and by the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of the county at the time when the proposed revived declaration is submitted for approval by the parcel owners. The Articles of Incorporation for the La Belle Terre Homeowners’ Association, Inc. (“Association”) are attached as Exhibit “B”. The Bylaws for the Association are attached as Exhibit

“C”. The graphic depiction of the real property subject to the Revived Declaration is attached as Exhibit “D”. All attachments are incorporated into and made a part of this Revived Declaration.

The real property encumbered by this Declaration, as described herein and governed by the Association (as defined herein) shall be subject to and operated in accordance with Chapter 720 and Chapter 617, Florida Statutes, as they may be amended from time to time. The voting interest of each parcel owner shall be the same as the voting interest of the parcel owner under the previous governing documents. The proportional-assessment obligations of each parcel owner shall be the same as proportional-assessment obligations of the parcel owner under the previous governing documents. The respective amendment provisions are the same as those contained in the previous governing documents. This Revived Declaration contains no covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents, except as permitted under Section 720.404(3). This Revived Declaration complies with the other requirements for a declaration of covenants and other governing documents as specified in Chapter 720.

NOW, THEREFORE, it is declared that the Property described in Exhibit “A” is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes herein referred to collectively as "covenants and restrictions") hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with, the real property 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

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. “Association” shall mean and refer to La Belle Terre Homeowners’ Association, Inc., a Florida not-for-profit corporation.

Section 2. “The Properties” shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration.

Section 3. “Common Properties” shall mean and refer to those areas of land described in Article II, Section 1, hereof, as Common Properties and any additions to existing properties intended to be devoted to the common use and enjoyment of the owners of the Properties.

Section 4. “Lot” shall mean and refer to each individual residential lot, a more particular description of which is set forth in the subdivision plat as recorded in Plat Book 13, Page 8 of the Public Records of Escambia County, Florida, and any additional existing properties with the exception of Common Properties as heretofore

defined.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the Lot situated upon the Properties, but, notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 6. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I hereof.

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION

Section 1. The Properties. The real property which is and shall be sublet, held, transferred and occupied subject to this Declaration is located in Escambia County, Florida, and is more particularly described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof.

All of which real property shall hereinafter be referred to as "the Properties." "Common Properties" shall include all of the entranceway and road island improvements, including landscaping, lighting and signage located on the publicly dedicated and accepted right-of-ways and roads as shown on the plat of the subdivision at Plat Book 13, Page 8 of the public records of Escambia County, Florida.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of any Lot which is subject by covenants of record to assessments by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Voting Rights. Each member shall be entitled to one vote for each Lot in which he holds the interest required by Section 1 above for membership. When more than one person holds such interest or interests in any Lot all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments.

The owner of each Lot hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

- (1) annual assessments or charges; and
- (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with arch interest thereon and costs of collection thereof aa hereinafter provided, shall be a charge on the fee simple estate of the Owner and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with such interest thereon and cost of collecting thereof as hereinafter provided, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time the assessment fell due.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall he used exclusively for the purpose of promoting the health, recreation, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and the homes situated upon the Properties, including, but not limited to, the payment of electrical charges, taxes and insurance thereon and the repair, replacement, and additions to the signage, common fencing, landscaping and the other subdivision entrance improvements, and for the costs of labor, equipment, materials, security, management and supervision reasonably required thereby.

Section 3. Basis and Maximum of Annual Assessments.

For the fiscal year 2018, the annual assessment shall be One Hundred and Seventy Five Dollars (\$175.00). From and after that date, the annual assessment may be increased by vote of the Members, as hereinafter provided, for the next succeeding three (3) years and at the end of each such period of three (3) years for each succeeding period of three (3) years.

The Board of Directors of the Association may, after consideration of currant membership costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessment for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, 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 costs any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary 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 Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Quorum for any Action Authorized Under Section 4.

The quorum required for any action authorized by Section 4 hereof shall be as follows:

At the first meeting called, as provided in Section 4 hereto, the presence at the meeting of Members, or of proxies, entitled to case sixty-six point six percent (66.6%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth in Section 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates.

Assessments shall become due and payable on the first day of January of each year.

The due dates of any special assessments under section 4 shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board of Directors.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Properties and assessments applicable thereto which shall be kept in the office of the Association (if none, then such shall be kept by the secretary of the Association) and shall be open to inspection of any owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether the Assessment has been paid, such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non Payment of Assessment; The Personal Obligation of the Owner; The Liens, Remedies of Association.

If the assessments are not paid on the date when due (being the dates specified in Section 6 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Property which shall bind such Property in the hands of the then Owner, his heirs, devisees, personal representatives and

assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by the laws of Florida and the Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the Property. There shall be added to the amount of such assessment the costs of preparing and filing the complaint of such action, and in the event the judgment is obtained, the judgment shall include interest as above provided, and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessment provided for herein shall be subordinate to the lien of the mortgages now or hereafter placed upon the Properties subject to assessment, provided, however, that such subordination shall apply only to the extent provided in Section 720.3085, Florida Statutes, as amended from time to time.

Section 10. Exempt Property.

The following Property subject to this Declaration shall be exempted from the assessments, charge and lien created herein;

- (a) all Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public user;
- (b) all common Properties as defined in Article I, Section 1 hereof;
- (c) all Properties exempted from taxation by the laws of the state of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provision herein no Property devoted to dwelling use shall be exempt from the assessments, charges or liens.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Prior Approval.

No building, fence, wall, mailbox, driveway, gate, light post, or other structure or improvement of any nature whatsoever shall be commenced, erected or maintained upon any Lot by any Owner or anyone else, nor shall any exterior addition to or change, alteration or modification be made to any of the foregoing until the design, plans, specifications, and plot plan showing the nature, kind, shape, height, material, color and location of same have been submitted to and approved in writing by the Architectural Control Board as complying with the standards generally set forth in Section 2 of this Article VI.

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

Section 2. Architectural Control Board.

The Board of Directors of the Association shall serve as the Architectural Control Board and may designate an Architectural Review Committee composed of three (3) or more representatives appointed by the Board to act for the Board. Neither the members of the Board nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

All decisions of the Architectural Control Board shall be by majority vote. The subject property will be developed as an exclusive single family residential subdivision. Accordingly, decisions of the Architectural Control Board shall be based upon the uniform application of such reasonable, but high standards as are consistent with an exclusive single family residential subdivision, such standards to include, among other things, the harmony of external design and location in relation to surrounding structures and topography, the type, kind and character of buildings, structures and other improvements, and aesthetic qualities in general.

ARTICLE VI

SPECIAL RESTRICTIONS

Section 1. Single Family Residences.

No lot in the subdivision shall be used except for single family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one, detached, single-family dwelling not to exceed three stories in height and a private attached or detached garage for at least two but not more than three cars. A single-family dwelling may contain an attached servants quarters.

Section 2. Minimum Square Footage.

No one-story residential structure shall be erected or placed on any lot with a floor area of the first habitable floor of less than 2,100 square feet, exclusive of open porches, carports, and garages; and no residential structure with more than one story shall have a ground floor area (first habitable floor) of less than 1,700 square feet and a total floor area of less than 2,100 square feet, again, exclusive of open porches, carports, and garages.

Section 3. Setback Lines.

No residential structure shall be erected on any building lot in the subdivision which does not conform to the setback lines, if any, drawn on the recorded plat of La

Belle Terre, a subdivision. In addition, no dwelling shall be located nearer than thirty (30) feet to the front lot line; no nearer than six (6) feet to any side Lot line, no nearer than thirty (30) feet to the rear Lot line; and no nearer than fifteen (15) feet to any side street line. The foregoing setback limitation may be changed by up to five (5) feet by a written waiver executed by the Architectural Control Board or the Architectural Review Committee.

ARTICLE VII

ADDITIONAL RESTRICTIONS

(a) Lot Variances. If one lot and all or a portion of an adjacent lot within the subdivision are utilized for one single-family residence, the setbacks required herein shall be measured from the boundary line 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 plat shall contain fewer square feet than the smallest platted lot within the subdivision, nor have a width, at the building setback line, of less than 100 feet.

(b) 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 owners of lots in the subdivision. The Association's Board of Directors may determine a member to be in violation of the Nuisances covenant if:

- a. The Owner fails to keep the property free of pollutants, excessive yard debris, construction materials or other refuse;
- b. The Owner repeatedly violates two (2) or more covenants within a thirty (30) day period or refuses to comply with more than one covenant over a consecutive twelve (12) month period;
- c. The Owner allows a condition that is disruptive, excessively loud or causes multiple complaints from other members over a twelve (12) month period.

(As amended January 2022.)

(c) Landscaping/Enclosures. No fence or walls shall be constructed and no hedges shall be planted until their design, construction and location are approved by the Architectural Control Board or the Architectural Review Committee. 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 feet in height.

(d) Maintenance. All structures, improvements, yards, drives and landscaping must be diligently and properly maintained so as to secure the aesthetics of an exclusive, first class residential neighborhood. Such maintenances 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.

(e) 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, 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. Any animal that has been reported to any governmental animal control agency or witnessed in the act of menacing, harassing or chasing any person within the boundaries of the Association must be reported to the Association's Board of Directors within twenty-four (24) hours of each incident either by the Owner of the offending animal or by the Member that witnesses the menacing or harassing behavior. In addition, all non-ADA compliant service animals must be pre-approved by the Association's Board of Directors before occupancy. Documentation of the animals training and proficiency must be provided to the Association's Board of Directors as part of the application process.

(As amended January 2022.)

(f) Dumping. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

(g) 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.

(h) Mailboxes. All mailboxes placed, erected or constructed on any lot or building site in the subdivision shall be set in brick or framed in wood and shall be similar in design and style to the residential dwelling situated on said lot or building site.

(i) Clothes Lines and Trash Cans. No clothes lines visible from the street or from adjacent subdivision property, 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 property except during the hours of normal trash or garbage collection.

(j) Sodding Lawns. With respect to each lot or building site on which a residential dwelling is constructed it is required at the time of initial construction, that the front yard be sodded and that the sodding be properly and perpetually maintained. All corner lots shall have the front and street side yards completely sodded and properly and perpetually maintained.

(k) Industrial Waste Containers. At the time of the construction of any residential dwelling on any lot or building site, each owner and/or builder must maintain an industrial waste container on said lot or building site for use in the disposing of building debris mid trash. Each such lot or building site shall be maintained as free of building waste and rubble as is reasonably possible.

(l) Utilities. All electric and telephone service lines and wiring for any building erected on a lot shall be underground, and no exterior antennas or satellite dishes shall be permitted on any lot.

(m) Utility Easement Reservation. Easements for the installation and maintenance of utilities are reserved where necessary for such installation and maintenance.

(n) 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 in the subdivision.

(o) 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.

(p) Pollutants. 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 benefited by a decrease 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, sewage, or other material which might tend to pollute the waters.

(q) Recreational Vehicles. Every residential structure constructed shall contain, at a minimum, a double garage, in addition, each residential structure shall contain adequate storage 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 in the subdivision except in a garage or other appropriate storage area approved in advance by the Architectural Control Board or the Architectural Review Committee and no such non-passenger vehicle shall at any time be used as a residence, temporary or permanent. Recreational vehicle status is determined by the manufacturer's original equipment classification. Conversion vans with market modifications must not exceed eight (8) feet in height and comply with all other existing covenants and restrictions contained herein. Disability equipped vans must comply with federal and state height, weight and other specifications.

(As amended January 2022.)

(r) Recreational Equipment. No basketball goals or other recreational equipment or devices may be attached to a residence or garage. Any other location for such equipment must be approved by the Architectural Control Board or its Architectural Review Committee.

(s) On-street Parking. On-street overnight vehicle parking is strictly prohibited. For the purpose of this restriction, any vehicle that arrives and is parked on the street between the hours of 11:00 p.m. and before 7:00 a.m. for any length of

time is considered to be parked overnight.

(As amended January 2022.)

(t) Solar Power Systems (SPS). Owners must submit a site plan for review prior to installation of any solar, wind or other mounted equipment to the Association's Board of Directors.

(As amended January 2022.)

(u) Short Term Rental Agreements (STRA). All lease agreements must be for a minimum of twelve (12) months and each rental agreement must be submitted to the Association's Board of Directors for approval. (This prevents an Owner from renting the property with a STRA without notifying the Association. It would not prevent an Owner from renting a home under a standard twelve (12) month lease.)

(As amended January 2022.)

(v) Unmanned Aerial Systems (UAS). All unmanned aerial systems must comply with established federal, state and any reasonable rules and regulations adopted by the Association's Board of Directors within its sole discretion. Minors under the age of sixteen (16) operating a UAS must be supervised by an adult twenty-one (21) years or older, situated outside the home and within visual line of site of the minor and the UAS at all times.

(As amended January 2022.)

(w) Electric Vehicles (EV). Electric Vehicle Charging Apparatus shall be permitted upon the prior approval of the Architectural Control Board. Any EV Charging Apparatus must be mounted between 12-48" from the ground.

(As amended January 2022.)

(x) Solicitations. Any vendors that is known to repeatedly solicit business from Owners are subject to a prohibition from and against pursuing any new business within the Association for a period of up to one (1) year. The Association's Board of Directors may consider a ban against any repeat offenders of this provision.

(As amended January 2022.)

(y) Registered Sexual Offenders (RSO) and Convicted Felons. Registered Sexual Offenders and Convicted "Violent" Felons (as defined under Florida Statutes) may not purchase, lease or cohabitate in or on any property within the Association. The Association's Board of Directors in its sole discretion has the explicit authority to grant variances to this prohibition under limited circumstances. This restriction does not apply to anyone convicted of a non-violent felony or other misdemeanor as defined under Florida Statutes.

(As amended January 2022.)

(z) Respite Hours. Respite Hours are the hours between 11:00 p.m. and 7:00 a.m. Monday through Friday, and between 11:00 p.m. and 8:00 a.m. Saturday through Sunday. No excessive noise is allowed above forty-five (45) decibels, nor construction, vendors or contractors may be present except to conduct emergency repairs.

(As amended January 2022.)

ARTICLE VIII

DUTY TO REBUILD OR REPAIR

Section 1. Duty to Rebuild and Repair. In the event of damage to or destruction of any improvement on any Lot by fire, windstorm, water or any other cause whatsoever, the Owner shall, within a reasonable time, either:

(1) cause said improvements to be repaired or rebuilt at Owners' cost so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction, or

(2) have the Lot cleared and cleaned. Failure to do either of the above shall constitute a breach of covenants and restrictions. Subject to priority in favor of any mortgagee under a mortgage clause, all insurance proceeds or loss or damage to any improvement upon any Lot shall be used to assure the repair or rebuilding of any such improvement or clearing of the Lot.

Section 2. Association Lien. The Association shall have a lien on all such insurance proceeds, regardless of whether it is named as having such in the insurance policy, subordinate only to the claim of any mortgagee lender a mortgage clause, to enforce the intent of the foregoing provision.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall insure to the benefit of and be enforceable by the Association, or the Owner of any unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years from the date this Declaration is recorded in the official records of Escambia County, Florida, after which time these covenants shall be automatically extended for successive periods of ten (10) years.

Section 2. Notices. Any notice required to be sent to any Member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, or hand delivered to the last known address of the person who appears as Members owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating, or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the fee simple estate to enforce any lien created by covenants, and failure by the Association or 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 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 5. Modification. Any or all of the restrictions herein contained may be annulled, amended, or modified at any time in accordance with Section 720.306, Florida Statutes, as amended from time to time.

(As amended December 2021.)

Section 6. Emergency Powers. The Association's Board of Directors may suspend, amend or reduce any and all covenants for any period of time it deems in the best interest of the Association members for a period to begin up to seven (7) days prior to a known declared emergency and not to exceed ninety (90) days after the end of the earliest declared emergency.

(As amended January 2022.)

IN WITNESS THEREOF, the undersigned parties have hereunto set their hands this _____ day of _____, 2018.

LA BELLE TERRE HOMEOWNERS'
ASSOCIATION, INC.