OR BK 4818 PG1942
Escambia County, Florida
INSTRUMENT 2001-911876

181.50

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHISPERS AT CORDOVA, A SUBDIVISION

THIS DECLARATION, made this 13th day of December, 2001, by CONNELL REALTY AND DEVELOPMENT COMPANY, INC., a Florida corporation, hereinafter referred to as "Declarant,"

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property located in Escambia County, Florida, and more particularly described as follows, to-wit:

> For legal description, see Exhibit "A" attached and incorporated herein by reference which is or will be platted as Whispers at Cordova.

NOW THEREFORE, Declarant hereby declares that all of the Property described above together with such additional Property as may, by amendment to this Declaration, be brought under control of the Association 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 said Property and which shall run with the Property and be binding on all parties having any right, title or interest in the described property, or any part thereof, and upon all persons deraigning title through the Declarant, and their respective heirs, successors and assigns and shall inure to the benefit of each owner thereof, except that Lots 1, 2, 3 and 4, Block C shall be completely exempt from Article II, Article III, and Article IV.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Whispers at Cordova Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns. This is the Declaration of Covenants, Conditions and Restrictions to which the Articles of Incorporation and Bylaws of the Association make reference. A copy of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits "B" and "C," respectively.

Section 2. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to all or any portion of any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" or "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought with in the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property, easements and any other interests in real property (including any improvements thereto or thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the conveyance of the first Lot are Parcel B-1, C and D and the 5' Private Screening Easement all as reflected on the Plat.

Section 5. "Common Elements" shall include the fences on the Common Areas, street lights (if installed), and all irrigation systems, lighting, signs, (including the custom street signs) landscaping and other improvements located on the Common Areas and other improvements together with all subdivision signs located on the Common Areas.

Section 6. "Lot" shall mean and refer to each of the platted lots as shown on the Plat as recorded in the public records of Escambia County, Florida and any such Lots shown on a Plat or Plats, of Annexed Property when brought under the jurisdiction of the Association. In the event a portion of a lot is added to another lot due to building encroachments, setback violations or for other reasons, such combination of lots and the remainder of a lot shall also each constitute a "Lot" under this definition.

Section 7. "Declarant" shall mean and refer to CONNELL REALTY AND DEVELOPMENT COMPANY, INC., its successors and assigns.

Section 8. "Plat" shall mean and refer to the Plat of Whispers at Cordova Subdivision which is recorded in the public records of Escambia County, Florida and the Plat or Plats of Annexed Property if and when same are recorded in the public records of Escambia County, Florida, and brought under the jurisdiction of the Association.

Section 9. "Subdivision" shall mean and refer to Whispers at Cordova Subdivision situated in Escambia County, Florida, according to the Plat and to Annexed Property if and when a Plat, or Plats, thereof are recorded in the public records of Escambia County, Florida and brought under the jurisdiction of the Association.

Section 10. "Annexed Property" or "Future Phases" shall mean and refer to possible future phases which may be brought within the jurisdiction of the Association upon recording of the plat, or plats, therefor and the recording of an amendment to this Declaration specifically setting forth the intent of the Declarant to bring such additional Properties under the jurisdiction of the Association. Notwithstanding anything herein contained to the contrary, nothing contained herein is intended to, nor shall it in any way imply, infer or be interpreted that any property owned by Declarant, or in which Declarant has any right or option to purchase, other than Whispers at Cordova, shall be subject to the covenants, conditions and restrictions herein set forth, and no covenants, conditions or restrictions shall in any way be created hereby with respect to any property other than Whispers at Cordova, whether by negative implication or otherwise.

ARTICLE II
PROPERTY RIGHTS

Section 1. Common Area Easements. Every owner of every Lot shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to every Lot (even if not referenced in the document of conveyance) for the following purposes:

(a) Displaying and maintaining a sign identifying the subdivision on the Common Areas.

(b) Installing and maintaining landscaping, lighting and irrigation systems (if any) on the Common Areas.

(c) Such other rights and easements as the Association may determine to be suitable for the use and enjoyment of the Owners.

Section 2. General. The rights and easements of enjoyment herein created and reserved shall be subject to the following provisions:

(a) The right of the Association to expand or bring other properties within the jurisdiction of the Association.

(b) An easement in favor of Declarant and Association to develop and construct improvements on the Common Areas and to repair and maintain any existing improvements on such Common Areas provided, however, Declarant shall have no obligation to so repair and maintain any improvements once constructed with such being the responsibility of the Association.

Section 3. Common Elements. The Common Elements shall be owned by the Association for the use and benefit of every Lot Owner and shall be properly maintained by the Association.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot (except Lots 1, 2, 3 and 4, Block C) shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners with the exception of the Declarant (who shall become a Class A member as provided hereafter) and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B members shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, provided, however, that if, after conversion of the Class B membership to Class A membership, additional property is annexed, the Class B membership shall thereupon be reinstituted with Declaration being a Class B member as to all Lots owned by Declarant in the annexed property until the then total votes outstanding in the Class A membership again equals or exceeds the then total votes outstanding in the Class B membership in the annexed property.

Section 3. Notwithstanding the foregoing, members other than the Declarant (which excludes builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale) are entitled to elect at least a majority of the members of Board of Directors three months after ninety percent (90%) of the Lots in Whispers at Cordova and all future phases (if any) have been conveyed to members.

Section 4. Declarant shall be entitled to elect at least one member to the Board of Directors as long as Declarant holds at least five percent (5%) of the Lots for sale in the ordinary course of business.

Section 5. After Declarant relinquishes control of the Association, Declarant may continue to vote any Declarant owned lots in the same manner as any other member.

Section 6. In all events, Class B membership shall cease to exist and be converted to Class A and shall not thereafter be reinstituted on January 1, 2007.

Section 7. The Declarant shall not exercise its voting rights granted to it under this Article in an unreasonable manner nor in such a way as to cause undue hardship upon any Owner. Likewise, Class A members shall not exercise their voting rights granted to them in a manner so as to hinder the Declarant, in any manner, in selling the lots it has remaining, nor to affect any reservation or right of the Declarant contained herein, or elsewhere, so long as Declarant holds at least one lot for resale purposes.

ARTICLE IV
COVENANT FOR SUBDIVISION MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties (except Lots 1 through 4, Block C), hereby covenants and each Owner of any Lot by acceptance of any Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments and (2) special assessments for capital improvements, such annual and special assessments to be established and collected as hereinafter provided (any annual assessment due under this Article IV referred to hereinafter as the "annual assessment," and any special assessment due under this Article IV referred to hereinafter as the "special assessment"), (annual assessments and special assessments under this Article IV referred to hereinafter at times collectively as "assessments"). 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 continuing 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 who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but shall continue as a lien on the Lot until satisfied.

Section 2. Purpose of Assessments.

(a) The annual and special assessments levied by the Association under this Article IV shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, their invitees or licensees, and for the improvement and maintenance of the Common Areas, and any improvements situated thereon and for maintenance of the Common Elements. The Association shall have the obligation to maintain any Common Areas and all improvements thereon and shall maintain the Common Elements and shall maintain adequate liability insurance, and fidelity bond coverage in such minimal amounts as may be required by FHA, VA and FNMA, from time to time.

(b) The Owner shall be responsible for maintenance and repair of any and all improvements located within his Lot, including, but not limited to painting, repairing, replacing and caring for roofs, exterior building surfaces, trees, shrubs, grass, walks, driveways, and other exterior improvements.

Section 3. Annual Assessment. Until January 1, 2003, the maximum annual assessment under this Article IV shall be $160.00 per Lot, payable in semi-annual installments, in advance on January 1 and July 1 of each year.

(a) From and after January 1, 2003, the maximum annual assessment under this Article IV may be increased each year by an amount not more than ten percent (10%) above the potential maximum assessment for the previous year without a majority vote of the owners.

(b) From and after January 1, 2003, the maximum annual assessment may be increased by more than ten percent (10%) by a vote of two-thirds of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors of the Association may fix the annual assessment under this Article IV at an amount not in excess of the potential maximum assessment without a vote of the owners.

Section 4. Special Assessments for Subdivision Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment under this Article IV for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of an improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such special assessment shall have the approval of not less than two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another second meeting may be called subject to the same notice requirement, and the required quorum at the second meeting shall be one-half (½) of the required quorum at the preceding meeting. No subsequent meetings shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual assessments and special assessments under this Article IV shall be fixed at a uniform rate for all Lots in the Subdivision including all Future Phases when such are brought under the jurisdiction of the Association provided, however, Declarant shall not be obligated to pay any annual assessments for Lots owned by it for two (2) years after the recording of the Plat establishing such Lots, provided Declarant pays the portion of the common expenses incurred by the Association that exceed the amount assessed against the other Lot owners. Each Owner shall be responsible for an equal share of the total annual assessment and any special assessment computed by multiplying the total annual or special assessment by a fraction, the numerator which shall be one and the denominator of which shall be a number equal to the total number of lots then under the jurisdiction of the Association and subject to assessments. For purposes of Whispers at Cordova only, each owner shall be responsible for 1/64th of the total annual assessment and any special assessment until Future Phases are annexed. The foregoing fraction is calculated intentionally omitting Lots 1, 2, 3 and 4, Block "C"; which are not subject to assessments.

Section 7. Annual Assessment Periods and Due Date. The obligation for assessments shall commence for each owner, other than Declarant, on the date the Owner acquires title to a Lot and shall be payable in a prorata amount according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to each owner subject thereto. The due date shall be established by the Board of Directors if other than as set forth herein. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed 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.

Section 8. Effect on Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for under this Article IV herein by non-use of the Common Areas, or by sale or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages of Record. Any lien of the Association for assessments under this Article IV and as provided for elsewhere in this Declaration recorded after the date of recordation of any mortgage shall be subordinate to the mortgage on the Lot. When the mortgagee of a mortgage of record, or other purchaser, of a Lot obtains title to the Lot as a result of foreclosure of the mortgage, or, as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association pertaining to such Lot or chargeable to the former owner of such Lot which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure, unless such assessment is secured by a claim of lien for assessments that is recorded in the public records of Escambia County, Florida, prior to the recording of the foreclosed mortgage (or for which a deed in lieu of foreclosure is given), and such subordinate lien shall be extinguished automatically upon the recording of the certificate of title or the deed in lieu of foreclosure. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Lot from liability for, nor the Lot so sold or transferred from the lien of any assessments thereafter becoming due. All such assessments, together with interest, costs, and attorney's fees, shall, however, continue to be the personal obligation of the person who was the Owner of the Lot at the time the assessment fell due. Except as hereinabove provided, the sale or transfer of an interest in any Lot shall not affect the assessment lien. Any liens extinguished by the provisions of this article shall be reallocated and assessed against all lots as a common expense.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. No building, fence, sign, wall, sidewalks, or other structures or improvement of any nature whatsoever shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same in relation to surrounding structures and topography and compliance with the Architectural Guidelines shall be approved in writing by the Architectural Control Committee, or the Architectural Review Representative, selected by a majority vote of the Architectural Control Committee. Detailed plans and specifications shall be submitted to the Architectural Control Committee, or the Architectural Review Representative in duplicate and written approval or disapproval shall be noted on both sets of plans and specifications or by separate letter. In the event the Architectural Control Committee, or the Architectural Review Representative, shall fail to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it,

approval will not be required and this Article will be deemed to have been fully complied with. The initial members of the Architectural Control Committee shall be John Baars Connell, Ann F. Hall and Tom Marks, and shall serve as the sole members of the Architectural Control Committee until January 1, 2007, or their earlier resignation, at which time successor members may be appointed by the Board of Directors of the Association, but in any event the aforementioned members shall continue to serve until their successors are appointed.

Any owner acquiring title to a lot in the subdivision from Declarant, or from a successor in title to Declarant, shall expect that the Architectural Control Committee will deny approval to a proposed building or other improvements if the location, type and style are not compatible with the existing use of homes in the subdivision, or that portion of the subdivision. IN ORDER TO MINIMIZE THE COST AND EXPENSE OF ARCHITECTS AND ENGINEERS ON PLANS WHICH ARE LATER DENIED BY THE ARCHITECTURAL CONTROL COMMITTEE, OWNERS OF LOTS IN THE SUBDIVISION ARE INVITED TO SUBMIT PRELIMINARY PLANS OR IDEAS FOR THEM TO THE ARCHITECTURAL CONTROL COMMITTEE SO OWNERS WILL INCUR THE LEAST EXPENSE POSSIBLE ON DESIGNS WHICH ARE FOUND TO BE UNACCEPTABLE BY THE ARCHITECTURAL CONTROL COMMITTEE.

Section 2. When a building or other structure has been erected or its construction substantially advanced and the building is located on any Lot in an manner that constitutes a violation of these covenants and restrictions or the building setback lines shown on the recorded Plat, or this Declaration, a majority of the Architectural Control Committee or the Architectural Review Representative may release the Lot, or parts of it, from any part of the covenants and restrictions, or setback lines, that are violated. The Architectural Control Committee, or the Architectural Review Representative, shall not give such a release except for a violation that it determines to be a minor or insubstantial violation in its sole discretion.

Section 3. Style, Design and Location of Mailboxes. To create a uniform appearance throughout the Subdivision, the Declarant has determined that it is necessary and desirable to specify the location, design and style for all mailboxes in the Subdivision. Before any mailbox is constructed, the location, design and style must be approved in writing by the Architectural Review Committee. Unless approved by the Committee otherwise, mailboxes for two adjoining Lots shall be grouped together at the common Lot line as close to each other as possible. For example, the mailboxes for Lots 1 and 2, Block A, shall be grouped together at the

common line between the two Lots and the mailboxes for Lots 3 and 4, Block A, will likewise be grouped together at the common line for the two Lots. Progression of the grouping shall be consistent throughout the Subdivision. The design and style for the supporting structure of the mailbox shall be as depicted on the attached Exhibit "D" and, to ensure uniformity, shall be purchased through a vendor designated by the Architectural Review Committee. The model number for the actual mailbox shall be as designated by the Architectural Review Committee.

ARTICLE VI
BUILDING SETBACK LINES AND CONSTRUCTION RESTRICTIONS AND CONSTRUCTION REQUIREMENTS

Section 1. Single Family Residence Purposes. 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 two stories in height.

Section 2. Minimum Square Footage. Except in Block "C", no one story dwelling shall be erected on any lot having a living area of less than 1800 square feet, and no dwelling with more than one story of living area shall have a first floor living area of less than 1300 square feet and a total living area of 1800 square feet In Block "C", no one story dwelling shall be erected on any lot having a living area of less than 2200 square feet, and no dwelling with more than one story of living area shall have a first floor living area of less than 1500 square feet and a total living area of 2200 square feet. All square footages shall be exclusive of open porches, carports or garages. Each dwelling shall have an enclosed garage of sufficient size to house two vehicles.

Section 3. Setback Lines. No residential structure shall be erected on any Lot in the Subdivision which does not conform to the setback lines, if any, drawn on the recorded Plat, provided, however, in the event a portion of a Lot is added to another Lot, Declarant reserves the right for itself and for the Association to re-establish the setback lines on each Lot by recording an instrument in the public records of the county reciting such new setback lines.

Section 4. Sidewalk Construction Requirements. The owner or owners of each Lot or building site in the subdivision shall construct at their expense a concrete sidewalk meeting all requirements of appropriate governmental entities along and adjacent to all lot lines of their lot or building site that abut a street as shown on the plat of the subdivision. Subject to and consistent with the

requirements and approvals of the City of Pensacola, the sidewalk is to be completely constructed within the street right-of-way area as shown on the plat but must abut the lot or site. The sidewalk must be constructed in accordance with plans and specifications to be approved by the Architectural Control Committee and City of Pensacola in advance of the work. The Architectural Control Committee shall give each owner written notice as to the time when the construction of the sidewalk must be commenced and the time in which the work must be concluded. The notice is to be by certified mail, return receipt requested. In absence of notice to the contrary, the sidewalk must be completed no later than the date the certificate of occupancy is issued for the lot. If a lot owner does not commence and/or complete the construction of the sidewalk within the time limits set forth by the Architectural Control Committee, (or as specified otherwise herein) its representative or agent is authorized and directed to proceed with or complete the construction of the sidewalk and to bill the lot owner for the Committee's cost for the sidewalk work. In the event that the bill is not paid by the lot owner within 30 days from the date of mailing, by certified mail, return receipt requested, the Association may record a lien on the lot in accordance with the provisions of Article IV of this Declaration, and the Association may proceed with legal or equitable action, to enforce the lien and/or to recover the cost and shall also be entitled to recover such sums as the Court may adjudge to be reasonable fees for services of the Association's attorney, plus all court costs.

ARTICLE VII
GENERAL RESTRICTIONS

Section 1. 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 2. 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 to the neighborhood.

Section 3. No mobile living facility or structure of a temporary character shall ever be used as a residence.

Section 4. Trash, garbage, or other waste shall not be kept except in sanitary containers. Trash and garbage containers must be shielded from view from the street or adjacent property except during the hours of normal trash or garbage collection.

Section 5. All structures, improvements, yards, driveways, and landscaping must be diligently and properly maintained in a neat and sanitary condition so as to secure the aesthetics of the subdivision.

Section 6. 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 purpose. In no event shall more than two household pets be kept on any lot at any one time.

Section 7. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period; provided, however, DECLARANT may erect a 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 or on the Common Area advertising the lots for sale.

Section 8. Any fence constructed shall be in conformity with the Architectural design of the residential structure and shall be made of wood, brick, wrought iron or other decorative material or shall consist of a growing hedge. With the exception of a growing hedge not to exceed six feet in height, no fence shall be erected nearer to the front lot line of any Lot than the front line of that portion of the residential structure that composes the living area of the residential structure (excluding the garage and any other portions of the residential structure that are not living area).

Section 9. Utility, drainage, or other 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 10. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the Declarant to contour each building lot to provide a continuous drainage pattern from lot to lot within the subdivision. These drainage patterns shall not be altered. The Green Belt areas designated on the Plat, if any, shall remain, to the extent reasonably possible, undisturbed and no lot or building site owner or other person or entity shall materially interfere withe the natural Green Belt areas, if any, as designated on the Plat.

Section 11. No outside clothes lines visible from the street or adjacent property or other items detrimental to the appearance of the subdivision shall be permitted on any lot.

Section 12. Invalidation of any of these covenants by judgment or court decree shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 13. No satellite dishes or satellite reception equipment shall be permitted in the subdivision except dishes eighteen (18) inches in diameter or smaller shall be permitted in a back yard, in which case it shall be screened in such a manner as not to be visible from adjacent lots or visible from the street. No visible (from any view) outside antennas, poles, masts, wind mills or towers shall be erected on any Lot.

Section 14. 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 15. No clothesline visible from the street or from adjacent subdivision property, or other items detrimental to the appearance of the subdivision, shall be permitted on any lot or building site.

Section 16. No noxious or offensive activity or trade shall be carried on or maintained on a lot or building site in the subdivision nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, nor shall any lot or building site be used for the purpose of carrying on a trade, profession or business or public amusement.

Section 17. With respect to each lot or building site on which a residential dwelling is constructed, it is required that at the time of completion of the initial construction, the front, sides and rear yard shall be sodded and landscaped and shall be thereafter properly and perpetually maintained.

Section 18. During the entire 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 the use in disposing of building debris and trash. Each such lot or building site shall be maintained as free of building waste and rubble as is reasonably possible.

Section 19. Individual mailboxes are prohibited on each Lot. A common mailbox location (either one or more) shall be constructed by the Developer for use of all Lot owners in the subdivision.

Section 20. No above-ground electric, telephone, cable television, radio or other such wiring or utility service shall be permitted in the subdivision.

Section 21. No radio, stereo, or any other device transmitting sound, live or recorded, or any noise from any other source, shall be played in a loud manner. A "loud manner" is defined as any sound intensity which could be an annoyance or nuisance to neighboring units.

Section 22. No outside basketball goals shall be erected on any Lots unless hidden from view.

Section 23. All outdoor cooking, including permanent or portable barbeque grills shall be screened from view.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Enforcement. The ASSOCIATION, 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 now or hereafter imposed by the provisions of this Declaration. 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 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. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time by a document signed by the then owners of two-thirds (2/3) of the lots agreeing to change these covenants in whole or in part, which has been recorded in the public records of Escambia County, Florida.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties (subject to provisions of Section 6 of this Article), dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 5. Mortgaging of Common Areas. The Common Area, now existing or hereinafter included in these restrictions, cannot be mortgaged or conveyed by the Association, or any other entity, without the consent of at least two-thirds (2/3) of lot owners (excluding the Declarant).

Section 6. Annexation. Declarant may, in its sole discretion and without consent of any owner or the Association, at any time, and from time to time, annex such additional property owned by Declarant adjoining the subdivision or adjoining any previously annexed property, as Declarant shall in good faith determine. Such annexation shall be evidenced by an instrument recorded in the public records of Escambia County, Florida, executed by Declarant, describing the real property to be annexed and any modifications and/or qualifications to this Declaration to be applied to such annexed property (including different use restrictions), all as determined by Declarant in its sole discretion. Following in any all such annexations, the owners of such additional property shall thereupon and thereafter have such rights, privileges and benefits, including, but not limited to, the right to use the Common Areas and shall be subject to such responsibilities and obligations, all as set forth in such recorded annexation documents. Any such annexation shall require HUD/VA approval as long as there is Class B membership, provided, however, such approval shall not be required if, once the adjoining property is annexed, it is subject to the provisions of the Declaration (as amended by such annexing document) and all property owners of such annexed property are members of the Association and subject to the provisions of the Association's Articles and Bylaws.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions and Restrictions for Whispers at Cordova this 13th day of December, 2001.

Signed, sealed and delivered in the presence of:

Print Name: JOHN W. MONROE JR

Print Name: Patricia Goliwas

DECLARANT:

CONNELL REALTY AND DEVELOPMENT COMPANY, INC.

By: _____
JOHN B. CONNELL, Its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of December, 2001, by JOHN B. CONNELL, President of CONNELL REALTY AND DEVELOPMENT COMPANY, INC., who is personally known to me.

OFFICIAL NOTARY SEAL
JOHN W MONROE JR
COMMISSION NUMBER
CC836717
MY COMMISSION EXPIRES
JUNE 27,2003

NOTARY PUBLIC

JOINDER

The undersigned as owner of one or more Lots in the Subdivision joins in the execution of this Declaration and agrees to be bound by the terms hereof.

Signed in the Presence of:

Printed Name: John W. Monroe Jr

Printed Name: Patricia Goliwas

ELLZEY CONSTRUCTION CO., INC.

By: KENNETH ELLZEY

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of December, 2001, by KENNETH ELLZEY, President of ELLZEY CONSTRUCTION CO., INC., on behalf of the corporation, who personally appeared before me and is personally known to me.

NOTARY PUBLIC Patricia M. Goliwas

OFFICIAL NOTARY SEAL
PATRICIA M GOLIWAS
COMMISSION NUMBER
DD070660
MY COMMISSION EXPIRES
NOV. 7,2005

This instrument prepared by:
John W. Monroe, Jr., of
EMMANUEL, SHEPPARD & CONDON
30 South Spring Street
Post Office Drawer 1271
Pensacola, Florida 32596

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OR BK 4818 PG1959
Escambia County, Florida
INSTRUMENT 2001-911876

EXHIBIT "A" TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WHISPERS AT CORDOVA, A SUBDIVISION

LEGAL DESCRIPTION:

A portion of Sections 33 and 50, Township 1 South, Range 30 West, Escambia County, Florida more particularly described as follows:

Commence at Point "A" according to Cordova Collections as recorded in Plat Book 14 at page 60 of the public records of said County; thence North 68 degrees 34'55" West along the southwesterly line of Lot 1, Cordova Collections for a distance of 153 feet, more or less, to the approximate shoreline of Carpenter's Creek for the point of beginning.

Thence South 68 degrees 34'55" East along line last traversed for a distance of 153 feet, more or less, to said Point "A"; thence North 56 degrees 06'00" East along the southeasterly line of said Lot 1 for a distance of 461.74 feet; thence South 02 degrees 37'53" West for a distance of 304.78 feet; thence South 33 degrees 54'00" East for a distance of 90.10 feet; thence North 56 degrees 06'00" East for a distance of 152.93 feet; thence South 33 degrees 54'00" East for a distance of 253.38 feet; thence South 21 degrees 25'00" West for a distance of 162.92 feet; thence North 68 degrees 35'00" West for a distance of 49.31 feet; thence South 21 degrees 25'00" West for a distance of 213.24 feet; thence South 16 degrees 36'34" West for a distance of 56.18 feet; thence South 73 degrees 49'18" East for a distance of 137.67 feet; thence South 59 degrees 28'36" East for a distance of 68.90 feet; thence South 07 degrees 40'32" East for a distance of 209.92 feet; thence South 55 degrees 38'53" East for a distance of 259.32 feet; thence South 62 degrees 07'41" East for a distance of 60.44 feet to the northwesterly line of Cordova Terrace as recorded in Plat Book 10 at page 56 of the public records of said County; thence South 31 degrees 01'30" West along said northwesterly line for a distance of 268.20 feet to the southwesterly line of said Cordova Terrace; thence South 61 degrees 48'31" East (this and the next two courses are along said southwesterly and southeasterly lines) for a distance of 167.05 feet; thence North 28 degrees 11'30" East for a distance of 10.00 feet; thence South 61 degrees 48'30" East for a distance of 103.84 feet to the northwesterly right of way line of Twelfth Avenue (100' R/W); thence South 30 degrees 59'23" West along said northwesterly line for a distance of 290.26 feet; thence North 61 degrees 59'01" West for a distance of 130.15 feet; thence North 30 degrees 50'59" East for a distance of 100.48 feet; thence North 61 degrees 52'21" West for a distance of 620.53 feet; thence North 26 degrees 05'26" West for a distance of 357.12 feet; thence North 02 degrees 04'19" West for a distance of 73.56 feet; thence North 07 degrees 50'46" East for a distance of 200.05 feet to the point of curvature of a circular curve concave to the east, having a radius of 832.36 feet and delta angle of 13 degrees 30'00"; thence Northeasterly along the arc of said curve for an arc distance of 196.12 feet (chord distance of 195.67 feet and chord bearing of North 14 degrees 35'46" East) to the point of tangency; thence North 21 degrees 20'46" East for a distance of 91.11 feet; thence North 68 degrees 36'12" West for a distance of 199.85 feet; thence South 21 degrees 18'15" West for a distance of 20.00 feet to the northeast right of way of Ellison Drive (66' R/W); thence North 68 degrees 24'33" West along said northeast right of way line for a distance of 66.00 feet to the northwesterly right of way line of said Ellison Drive; thence South 21 degrees 18'15" West along said northwesterly right of way line for a distance of 39.21 feet; thence North 68 degrees 52'41" West for a distance of 200 feet, more or less, to said approximate shoreline; thence Northerly meandering along said shoreline for a distance of 320 feet, more or less, to the point of beginning.

All lying and being in Sections 33 and 50, Township 1 South, Range 30 West, Escambia County, Florida.