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FILE # 1775607 RCD: Jun 09 2000 @ 01:27PM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

COVENANTS AND RESTRICTIONS
CHACATO LANDING AT BLUEWATER BAY

CHACATO LANDING CORP., A FLORIDA CORPORATION, IS THE OWNER AND DEVELOPER AND THE DECLARANT OF THE FIFTEEN LOTS AND THE COMMON AREA OF CHACATO LANDING AT BLUEWATER BAY, A PLANNED UNIT SUBDIVISION IN OKALOOSA COUNTY, FLORIDA AS RECORDED IN BOOK 18 PAGE 72 OF THE OFFICIAL RECORDS OF OKALOOSA COUNTY, FLORIDA. IN ORDER TO ENHANCE THE VALUE OF THE PROPERTY AND TO MAINTAIN THE RESIDENTIAL CHARACTER AND QUALITY OF THE SUBDIVISION, THE DECLARANT HEREBY ENCUMBERS THE PROPERTY WITH THESE COVENANTS AND RESTRICTIONS. THE DECLARANT STATES THAT SUCH COVENANTS AND RESTRICTIONS SHALL APPLY TO AND BIND THE DECLARANT AND ITS HEIRS, SUCCESSORS, AND ASSIGNS, THE HOMEOWNERS ASSOCIATION OF CHACATO LANDING, INC. (ASSOCIATION), AND ANY SUBSEQUENT OWNER OF ANY LOT OR OF THE COMMON AREA, FOR THE TERM SET FORTH HEREIN AND THAT SAID COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND.

1. PROPERTY USE: EACH AND ALL LOTS OF THE PROPERTY SHALL EXCLUDE ANY MULTIFAMILY USES. EACH LOT SHALL BE ALLOWED ONE SINGLE FAMILY TOWNHOME (ATTACHED) RESIDENCE CONNECTED BY ONE OR MORE COMMON PARTY WALLS. EACH TOWNHOME SHALL BE FOR RESIDENTIAL USE ONLY. EXCEPT THAT THE DEVELOPER/DECLARANT SHALL BE ALLOWED TO DESIGNATE CERTAIN TOWNHOMES AS MODEL HOMES DURING THE TIME THE DEVELOPER OWNS ANY LOT. THE COMMON AREAS OF THE PROPERTY ARE TO BE OWNED BY THE ASSOCIATION AND MAINTAINED BY THE ASSOCIATION FOR THE COMMON USE AND ENJOYMENT OF THE MEMBERS OF THE ASSOCIATION AND THEIR GUESTS, INVITEES, AND TENANTS.

2. BUILDING SETBACKS: THE SETBACKS FOR EACH BUILDING OF TOWNHOMES SHALL BE THOSE ESTABLISHED BY THE RECORDED PLAT AND AS REQUIRED BY THE OKALOOSA COUNTY LAND AND DEVELOPMENT CODE THAT WAS IN EFFECT AT THE RECORD DATE OF THE PLAT. THE PRESERVATION AREA SHOWN ON THE PLAT INCLUDES A TWENTY FOOT BUFFER AREA.

3. COMMON PARTY WALL: THE CONSTRUCTION OF THE BUILDINGS SHALL BE OF NOT LESS THAN TWO ATTACHED SINGLE FAMILY TOWNHOMES AND NOT MORE THAN FOUR ATTACHED SINGLE FAMILY TOWNHOMES, ONE TOWNHOME FOR EACH LOT. EACH TOWNHOME WILL HAVE AT LEAST ONE COMMON WALL WITH ANOTHER TOWNHOME. EACH WALL WHICH IS BUILT AS PART OF THE ORIGINAL CONSTRUCTION AND PLACED UPON THE DIVIDING LINE OF TWO LOTS SHALL CONSTITUTE A COMMON PARTY WALL AND TO THE EXTENT NOT INCONSISTENT WITH THE PROVISIONS CONTAINED HEREIN, THE GENERAL RULE OF LAW REGARDING PARTY WALLS AND LIABILITY FOR PROPERTY DAMAGE DUE TO NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS SHALL APPLY. THE COST OF REASONABLE REPAIR AND MAINTENANCE OF A COMMON PARTY WALL SHALL BE SHARED BY THE OWNERS OF THE TOWNHOMES WHO SHARE THE COMMON PARTY WALL. IF A PARTY WALL IS DESTROYED OR DAMAGED BY FIRE OR OTHER CASUALTY, ANY OWNER WHO USED THE WALL MAY RESTORE IT AND IF OTHER OWNERS THEREAFTER MAKE USE OF THE WALL, THEY SHALL CONTRIBUTE TO THE COST OF RESTORATION IN PROPORTION TO THEIR USE, WITHOUT PREJUDICE TO THE RIGHT OF ANY OWNERS TO CALL FOR A LARGER CONTRIBUTION FROM ANY OWNER UNDER THE RULES OF LAW REGARDING LIABILITY FOR NEGLIGENT OR WILLFUL ACTS OR OMISSIONS. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS DOCUMENT, ANY OWNER WHOSE NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS CAUSES THE COMMON PARTY WALL TO BE EXPOSED THE THE ELEMENTS SHALL BEAR THE WHOLE COST OF FURNISHING THE NECESSARY PROTECTION AGAINST SUCH ELEMENTS. THE RIGHT OF ANY OWNER TO RECEIVE CONTRIBUTION FROM ANY OTHER OWNER ARISING UNDER THIS COMMON PARTY WALL AGREEMENT SHALL BE APPURTENANT TO THE LAND AND SHALL PASS TO SUCH OWNER'S SUCCESSOR IN TITLE.

4. INSURANCE: THE ASSOCIATION SHALL PROVIDE APPROPRIATE CASUALTY AND LIABILITY INSURANCE UPON THE COMMON AREAS, INCLUDING REASONABLE COVERAGE TO REPAIR AND/OR REPLACE COMMON AREA IMPROVEMENTS. THE ASSOCIATION SHALL INCLUDE THE COST OF THIS INSURANCE AND ALL OTHER INSURANCE IN ITS DUES AND ASSESSMENTS THAT ARE COLLECTED FROM THE TOWNHOME OWNERS. IF CASUALTY AND LIABILITY POLICIES ON THE TOWNHOMES CAN BE PURCHASED THROUGH THE ASSOCIATION AND IF TWO-THIRDS OF THE MEMBERS OF THE ASSOCIATION VOTE TO HAVE THE ASSOCIATION PROVIDE COVERAGE ON THE

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TOWNHOMES, THEN THE ASSOCIATION SHALL PROVIDE SUCH COVERAGE AND BILL THE MEMBERS FOR THE COVERAGE THROUGH DUES AND ASSESSMENTS. THE SAME REQUIREMENTS WOULD BE ESTABLISHED FOR FLOOD INSURANCE ON THE TOWNHOMES.

EACH MEMBER/LOT OWNER SHALL OBTAIN CASUALTY AND LIABILITY INSURANCE (AND FLOOD INSURANCE IF REQUIRED) FOR FULL REPLACEMENT COVERAGE ON ITS TOWNHOME AND SHALL PROVIDE THE ASSOCIATION WITH A CERTIFICATE OF INSURANCE ATTESTING TO SAID COVERAGE. IF ANY MEMBER FAILS TO PROVIDE SAID INSURANCE, THEN THE ASSOCIATION MAY PAY FOR THE INSURANCE COVERAGE AND INVOICE THE MEMBER FOR THE COST OF THE COVERAGE AND TO FILE A LIEN ON THE PROPERTY IN THE EVENT THE MEMBER FAILS TO REIMBURSE THE ASSOCIATION FOR THE COST OF THE COVERAGE.

5. FENCING: FENCING IN GENERAL SHALL BE PROHIBITED AT THE REAR, FRONT, AND SIDE YARDS OF THE TOWNHOMES AND IN THE COMMON AREAS. ANY FENCES PERMITTED SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECTURAL REVIEW COMMITTEE OF THE ASSOCIATION. THE ONLY FENCING THAT CAN BE APPROVED SHALL BE WOOD OR STUCCO FENCES. AN EXCEPTION TO THE GENERAL PROHIBITION OF FENCES WILL BE THAT A LOW WOODEN FENCE SHALL BE PLACED AROUND THE PERIMETER OF THE PRESERVATION AREA AND THIS FENCE WILL BE MAINTAINED BY THE ASSOCIATION. THE ASSOCIATION MAY ALSO PLACE A FENCE ALONG THE PROPERTY LINE THAT SEPARATES CHACATO LANDING FROM THE MARINA COVE TOWNHOME PROPERTY. SUCH FENCE WOULD HAVE TO BE A WOODEN FENCE, STUCCO WALL, OR BRICK WALL.

6. ANTENNA: EXCEPT AS PROVIDED BELOW, NO EXPOSED EXTERIOR RADIO OR TELEVISION OR ANY OTHER TYPE OF RECEIVER OR TRANSMITTER SHALL BE PERMITTED ON THE LOTS, BUILDINGS, OR COMMON AREAS. THE ONLY EXCEPTION SHALL BE A DISK NOT TO EXCEED EIGHTEEN INCHES IN DIAMETER WHICH MUST BE PLACED ONLY AT THE REAR OF THE BUILDING AND ITS PLACEMENT MUST BE APPROVED BY THE ASSOCIATION BOARD PRIOR TO INSTALLATION.

7. COMPLETION OF CONSTRUCTION: CONSTRUCTION OF THE IMPROVEMENTS ON ANY LOT OR BUILDING MUST PROCEED ON A CONTINUOUS AND TIMELY BASIS AND MUST BE COMPLETED WITHIN EIGHT MONTHS OF THE START OF CONSTRUCTION WHICH SHALL BE THE EARLIER OF THE FILING OF A NOTICE OF COMMENCEMENT OR THE SETTING OF FOUNDATION FORMS, WHICHEVER SHALL OCCUR FIRST. THIS CONSTRUCTION TIME MAY BE EXTENDED TO DELAYS CAUSED BY ACTS OF GOD, NATURAL DISASTERS, AND OTHER CONDITIONS BEYOND THE CONTROL OF THE DEVELOPER OR CONTRACTOR. NO BUILDING MATERIALS OR TEMPORARY BUILDING SHALL BE PLACED OR STORED ON ANY LOT OR THE COMMON AREA UNTIL CONSTRUCTION COMMENCES.

8. PETS: NO PETS OR ANIMALS, OTHER THAN DOMESTICATED DOGS AND CATS, ARE ALLOWED ON ANY LOT OR THE COMMON AREA AND NO MORE THAN TWO IN TOTAL OF DOMESTICATED DOGS AND/OR CATS SHALL BE PERMITTED ON ANY LOT. USE OF SUCH PETS (OR ANY OTHER ANIMALS) AS STOCK OR BREEDING ANIMALS IS PROHIBITED. THE DOGS AND CATS ARE THE RESPONSIBILITY OF THEIR OWNERS AND SHALL BE CONFINED TO THE LOT AND IMPROVEMENTS UNLESS LEASHED AND UNDER CONTROL OF THE OWNER. OWNERS OF DOGS AND CATS ARE RESPONSIBLE FOR MAINTAINING THEIR LOT AND IMPROVEMENTS AND THE COMMON AREAS CLEAN FROM ANY ANIMAL WASTE AND SMELL FROM THEIR PETS AND ARE RESPONSIBLE FOR PREVENTING PROLONGED NOISE FROM THEIR PETS.

9. PERMITTED USES AND RELATED MATTERS: ONLY SINGLE FAMILY RESIDENTIAL TOWNHOMES ARE PERMITTED ON THE LOTS. ILLEGAL ACTIVITIES ARE PROHIBITED. THEREFORE, ANY MANUFACTURE, STORAGE, OR USE OF NOXIOUS, ODORIFEROUS, POLLUTING, ILLEGAL, OR DANGEROUS MATERIALS OF ANY TYPE IS PROHIBITED ON EACH LOT, ANY IMPROVEMENTS, AND ON THE COMMON AREAS. NO TRASH, GARBAGE, OR REFUSE SHALL BE ALLOWED TO BE STORED OR ACCUMULATED ON ANY LOT, IMPROVEMENTS, OR THE COMMON AREA. EXCEPT FOR TRASH DAY COLLECTION, ALL TRASH CONTAINERS SHALL BE KEPT INSIDE THE GARAGE. NO FIRES ARE PERMITTED FOR THE BURNING OF GARBAGE, REFUSE, LEAVES, LAWN CLIPPINGS, ETC. EACH FRONT, SIDE, AND REAR YARD AND THE COMMON AREA, EXCEPT FOR DESIGNATED PARKING AREAS, IS TO BE KEPT FREE FROM BEING USED FOR PARKING OR STORING OF ANY VEHICLE, BOAT, TRAILER, CAMPER, OR ANY TYPE OF EQUIPMENT OR DEVICE, INCLUDING TOYS, BICYCLES, JETSKIS, ETC. DRIVEWAYS MAY NOT BE USED TO PARK ANY VEHICLES OTHER THAN AUTOMOBILES AND TRUCKS OF ½ TON OR LESS. ALL OTHER VEHICLES MUST BE PARKED AND STORED IN THE GARAGE. THERE SHALL BE NO MOBILE HOMES OR

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TRAILERS OR MODULAR HOMES ON ANY LOT OR THE COMMON AREA, EXCEPT THE DECLARANT MAY USE TEMPORARY FACILITIES FOR CONSTRUCTION AND SALES DURING THE PERIOD THE DECLARANT OWNS ANY LOT.

10. MINIMUM SQUARE FOOTAGE AND GARAGES: THE MINIMUM HEATED AND COOLED SQUARE FOOTAGE OF ANY TOWNHOME SHALL BE 1200 SQUARE FEET, EXCLUSIVE OF PORCHES, GARAGES, PATIOS, ETC. EACH TOWNHOME MUST HAVE A TWO CAR GARAGE AND GARAGE DOOR. THE GARAGE DOOR SHOULD BE CLOSED AT ALL TIMES EXCEPT WHEN BEING USED TO PARK OR REMOVE CARS.

11. SIGNS, STATUES, AND OUTDOOR DECOR: OTHER THAN THE SUBDIVISION IDENTIFICATION SIGNS AND MODEL HOME AND OTHER SALES SIGNS USED BY THE DECLARANT AND/OR HIS SELLING AGENTS DURING THE PERIOD THE DECLARANT HAS LOTS FOR SALE, THE ONLY SIGNS THAT WILL BE ALLOWED ON ANY LOT WILL BE A SMALL SIGN ADVERTISING THAT THE LOT IS FOR SALE. EACH SUCH SIGN MUST BE APPROVED BY THE DECLARANT OR THE ASSOCIATION.

12. PARKING: NO ON-STREET PARKING WILL BE ALLOWED ON THE PRIVATE ROADS THAT PROVIDE INGRESS AND EGRESS TO THE TOWNHOMES. GUEST PARKING WILL BE HANDLED IN THE DRIVEWAY OF THE LOT OWNER HAVING GUESTS AND IN THOSE AREAS OF THE COMMON AREA DESIGNATED FOR PARKING, IF ANY.

13. CERTAIN PROHIBITIONS: ON ANY AND ALL LOTS AND ON THE COMMON AREAS, THE FOLLOWING ARE PROHIBITED: (1) ANY MINING, SURFACE OR SUBSURFACE; (2) ANY EXPLORATION OR PRODUCTION OR STORAGE OF OIL, NATURAL GAS, OR ANY TYPES OF HYDROCARBON OR PETROLEUM PRODUCTS; (3) ANY FUEL TANKS OR STORAGE TANKS OF ANY KIND; (4) TEMPORARY STRUCTURES OF ANY KIND EXCEPT AS REQUIRED DURING CONSTRUCTION OF THE TOWNHOMES.

14. COMMON AREAS: THE COMMON AREAS OF CHACATO LANDING HAVE BEEN DEDICATED BY PLAT TO THE ASSOCIATION. IT IS THE RESPONSIBILITY OF THE ASSOCIATION TO OPERATE AND MAINTAIN THE CONDITION AND INTEGRITY OF THE COMMON AREAS, INCLUDING THE PRIVATE STREET, CHACATO COVE, AND THE STORMWATER MANAGEMENT SYSTEM AND THE STORMWATER DISCHARGE FACILITY. THE ASSOCIATION IS EMPOWERED TO COLLECT AND ASSESS THE LOT OWNERS OF THE ASSOCIATION TO PAY FOR ALL COSTS AND EXPENSES ASSOCIATED WITH THE COMMON AREAS, INCLUDING THE PRIVATE STREET, CHACATO COVE, AND THE STORMWATER MANAGEMENT SYSTEM AND THE STORMWATER DISCHARGE FACILITY.

15. PRESERVATION AREA: ONE PART OF THE COMMON AREA IS THE .285 ACRE PRESERVATION AREA. THIS AREA IS UNDER THE JURISDICTION OF THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES. THIS PRESERVATION AREA IS TO REMAIN COMPLETELY UNDISTURBED BY THE ASSOCIATION AND THE LOT OWNERS. THE PRESERVATION AREA PERIMETER WILL BE IDENTIFIED BY A SMALL RAIL-TYPE FENCE AND BY SMALL SIGNS NOTING THAT THE AREA IS A PRESERVATION AREA THAT IS TO BE LEFT UNDISTURBED AND IS PROTECTED BY THE STATE OF FLORIDA UNDER FLORIDA STATUTE SECTION 872.05.

16. TERM OF COVENANTS AND AMENDMENTS: THESE COVENANTS AND RESTRICTIONS SHALL BE EFFECTIVE UNTIL JANUARY 1, 2030 AND SHALL RUN WITH THE LAND. THEREAFTER, THEY SHALL REMAIN IN EFFECT UNTIL SEVENTY-FIVE PERCENT OF THE LOT OWNERS SHALL VOTE TO EXTINGUISH THEM. AMENDMENTS TO THESE COVENANTS AND RESTRICTIONS MAY BE AMENDED WHEN TWO-THIRDS OF THE LOT OWNERS AND THE DECLARANT, IF APPLICABLE, SHALL VOTE TO AMEND THEM.

17. THE ASSOCIATION: THE ASSOCIATION SHALL BE A CORPORATION AND SHALL EXIST IN PERPETUITY. EACH LOT OWNER SHALL BE A MEMBER OF THE ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND INSEPARABLE FROM THE OWNERSHIP OF A LOT. ALL OWNERS OR PARTIAL OWNERS SHALL BE MEMBERS OF THE ASSOCIATION BUT EACH LOT HAS ONLY ONE VOTE. THERE SHALL BE TWO CLASSES OF MEMBERS: (1) CLASS A: ALL OWNERS EXCEPT THE DECLARANT WHILE DECLARANT IS A CLASS B MEMBER. EACH CLASS A MEMBER SHALL BE ENTITLED TO ONE VOTE, SUBJECT TO ONLY ONE VOTE PER LOT. (2) CLASS B: THE CLASS B MEMBER SHALL BE THE DECLARANT AND ITS SUCCESSORS AND ASSIGNS. THE CLASS B MEMBER SHALL HAVE THREE VOTES FOR EACH LOT IS OWNS. THE CLASS B MEMBER SHALL CEASE AND BE CONVERTED TO CLASS A MEMBERSHIP WHEN THE DECLARANT OR IS SUCCESSORS OR ASSIGNS CEASES TO BE AN OWNER OF A LOT OR BY DECEMBER 31, 2004, WHICHEVER COMES FIRST.

18. COVENANT FOR ASSESSMENTS: THE DECLARANT, FOR EACH LOT WITHIN THE PROPERTY, HEREBY COVENANTS, AND, EACH SUBSEQUENT OWNER OF ANY LOT, WHETHER OR NOT IT SHALL BE SO EXPRESSED IN A DEED OR OTHER CONVEYANCE INSTRUMENT, IS DEEM TO

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COVENANT AND AGREE TO PAY TO THE ASSOCIATION: (1) ANNUAL ASSESSMENTS, DUE, AND CHARGES; (2) SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS OR OTHER APPROVED EXPENDITURES; (3) SPECIAL ASSESSMENTS AND CHARGES IMPOSED UPON AN INDIVIDUAL LOT OWNER FOR REPAIR OR MAINTENANCE NECESSITATED BY THE WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE LOT OWNER AND/OR THE LOT OWNER'S FAMILY, GUESTS, TENANTS, INVITEES, AND AGENTS. THE ANNUAL AND SPECIAL ASSESSMENTS, TOGETHER WITH INTEREST COSTS, AND REASONABLE ATTORNEY FEES, SHALL BE A CHARGE ON THE LOT AND SHALL BE A CONTINUING LIEN UPON THE LOT AGAINST WHICH SUCH ASSESSMENT IS MADE. EACH SUCH ASSESSMENT SHALL ALSO BE A PERSONAL OBLIGATION OF EACH PERSON WHO WAS A LOT OWNER AT THE TIME THE ASSESSMENT FELL DUE. THE PERSONAL OBLIGATION FOR DELINQUENT ASSESSMENTS SHALL NOT PASS TO SUCCESSORS IN TITLE UNLESS EXPRESSLY ASSUMED BY THEM.

19. PURPOSE OF DUES AND ASSESSMENTS: DUES AND ASSESSMENTS LEVIED BY THE ASSOCIATION SHALL BE USED TO PROMOTE THE RECREATION, HEALTH, SAFETY, WELFARE OF THE LOT OWNERS AND FOR THE OPERATION OF THE ASSOCIATION AND FOR THE MAINTENANCE, OPERATION, AND IMPROVEMENT OF THE COMMON AREA AND TO MAINTAIN THE ARCHITECTURAL CONSISTENCY AND EXTERIOR PHYSICAL CONDITION OF THE TOWNHOMES (EXCLUDING ELECTRICAL, PLUMBING, AND COOLING AND HEATING SYSTEMS). ANNUAL ASSESSMENTS MAY BE USED TO: MAINTAIN THE STORMWATER MANAGEMENT SYSTEM AND THE STORMWATER DRAINAGE FACILITIES; MAINTAIN CHACATO COVE ROAD AND TO CONTRIBUTE TO THE MAINTENANCE OF MARINA COVE DRIVE WHERE IT BORDERS CHACATO LANDING; MAINTAIN SIGNAGE, LANDSCAPING, LIGHTING, IRRIGATION, AND OTHER COSTS OF THE COMMON AREA; PAY FOR ALL OPERATING COSTS OF THE ASSOCIATION INCLUDING PROPERTY TAXES, ACCOUNTING, INSURANCE, AND OTHER NECESSARY COSTS AND EXPENSES; MAINTAIN THE EXTERIORS OF THE TOWNHOMES, INCLUDING THE ROOFS; MAINTAIN INSURANCE ON THE TOWNHOMES TO PROVIDE FOR CONTINUITY OF COVERAGE; AND TO PAY PEST CONTROL AND OTHER COSTS DEEMED NECESSARY BY THE ASSOCIATION.

20. ANNUAL ASSESSMENTS: THE ASSOCIATIONS BOARD OF DIRECTORS (BOARD), WITH THE APPROVAL OF A MAJORITY OF THE MEMBERS PRESENT AND VOTING AT A MEETING OF THE MEMBERSHIP CALLED FOR SUCH PURPOSE, SHALL ESTABLISH THE AMOUNT OF THE ANNUAL ASSESSMENT WHICH MUST BE FIXED AT A UNIFORM RATE FOR ALL LOTS. ANNUAL ASSESSMENTS MAY BE COLLECTED IN ADVANCE AND/OR ON AN ANNUAL OR A MONTHLY OR QUARTERLY BASIS AS ESTABLISHED BY THE BOARD. THE MAXIMUM ANNUAL ASSESSMENT MAY BE INCREASED BY NO MORE THAN 10% OF THE PREVIOUS ANNUAL ASSESSMENT UNLESS TWO-THIRDS OF THE MEMBERS VOTE IN PERSON OR BY PROXY TO APPROVE A GREATER PERCENTAGE INCREASE IN A MEETING DULY CALLED FOR THIS PURPOSE. THE FIRST ANNUAL ASSESSMENT SHALL NOT EXCEED \$120.00 PER MONTH PER TOWNHOME AND SHALL BE ESTABLISHED BY THE DECLARANT. THE DECLARANT SHALL BE EXEMPT FROM DUES AND ASSESSMENTS. AT THE INITIAL CLOSING OF EACH TOWNHOME, THE ANNUAL DUES AND ASSESSMENTS SHALL BE PRORATED TO THE END OF THAT YEAR OF CLOSING.

21. SPECIAL ASSESSMENTS: IN ADDITION TO THE ANNUAL ASSESSMENT, THE ASSOCIATION MAY LEVY IN ANY YEAR A SPECIAL ASSESSMENT FOR THE PURPOSE OF DEFRAYING, IN WHOLE OR IN PART, THE COST OF ANY ADDITION OR REPAIR OR REPLACEMENT OF A CAPITAL IMPROVEMENT UPON THE COMMON AREA OR ANY REPAIR OR REPLACEMENT UPON THE TOWNHOMES. EACH SPECIAL ASSESSMENT SHALL HAVE THE APPROVAL OF AT LEAST TWO-THIRDS OF THE VOTES OF ALL LOT OWNERS WHO VOTE IN PERSON OR BY PROXY AT A MEETING DULY CALLED FOR THIS PURPOSE.

22. NOTICE AND QUORUM: WRITTEN NOTICE SHALL BE SENT TO ALL MEMBERS OF ANY MEETING CALLED FOR THE PURPOSE OF TAKING ANY ACTION ON OR ABOUT THE ANNUAL OR SPECIAL ASSESSMENTS OR ANY OTHER MATTERS THAT REQUIRE THE VOTES OF THE MEMBERS. THE NOTICE SHALL BE SENT NO MORE THAN SIXTY DAYS AND NO LESS THAN FIFTEEN DAYS BEFORE THE MEETING. AT THE INITIALLY CALLED MEETING, THE PRESENCE OF FIFTY PERCENT OF THE VOTES OF THE MEMBERS, IN PERSON OR IN PROXY, SHALL CONSTITUTE A QUORUM. IF THE REQUIRED QUORUM IS NOT PRESENT, OTHER MEETINGS MAY BE CALLED SUBJECT TO THE SAME NOTICE REQUIREMENTS AND THE SAME VOTING REQUIREMENTS OF THE INITIALLY CALLED MEETING, UNTIL A QUORUM IS OBTAINED.

23. SUBORDINATION OF LIEN: THE LIEN OF ASSESSMENTS PROVIDED FOR HEREIN SHALL BE SUBORDINATE TO ANY FIRST MORTGAGE. THE SALE OR TRANSFER OF A LOT SHALL NOT AFFECT THE ASSESSMENT LIEN. HOWEVER, THE SALE OR TRANSFER OF ANY LOT PURSUANT TO

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A MORTGAGE FORECLOSURE OR ANY PROCEEDING IN LIEU THEREOF SHALL EXTINGUISH THE LIEN OF SUCH ASSESSMENTS AS TO THE PAYMENTS WHICH BECAME DUE PRIOR TO SUCH SALE OR TRANSFER. NO SALE OR TRANSFER SHALL RELIEVE SUCH LOT FROM LIABILITY FROM ANY ASSESSMENT THEREAFTER BECOMING DUE OR FROM THE LIEN THEREOF.

Mala M Peerson
Mala M Peerson

CHACATO LANDING CORP.

Jacquie Cadenhead
Jacquie Cadenhead

R. V. Schroeder
R. V. SCHROEDER, PRESIDENT

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, THE UNDERSIGNED AUTHORITY, APPEARED R. V. SCHROEDER, PERSONALLY KNOWN TO ME AND WHO IS THE PRESIDENT OF CHACATO LANDING CORP., A FLORIDA CORPORATION, AND WHO DID/DID NOT TAKE AN OATH, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND WITNESS MY HAND AND OFFICIAL SEAL THIS 8th DAY OF June, 2000.

Mala M Peerson
NOTARY PUBLIC: Mala M Peerson
MY COMMISSION EXPIRES:

 Mala M Peerson
My Commission CC832249
Expires May 3, 2003

**** OFFICIAL RECORDS ****
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Rec 9/5

FILE # 1724268 RCD: Sep 07 1999 @ 03:25PM
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

Prepared by:
Michael Wm Mead
Attorney at Law
Post Office Drawer 1324
Fort Walton Beach, FL 32549

AMENDMENT
TO DECLARATION OF
COVENANTS AND RESTRICTIONS

WHEREAS, a Declaration of Covenants and Restrictions were executed on the 24th day of October, 1996 by JEROME A. ZIVAN, Trustee, which said Declaration was recorded on the 25th day of october, 1996 in Official Records Book 2030 at Pages 1734-1738, inclusive, of the Public Records of Okaloosa County, Florida, hereinafter referred to as the "Declaration", and

WHEREAS, the Declaration encumbered and restricted in the manner set forth in the Declaration that real property described on Exhibit "A" to the Declaration, and

WHEREAS, the title to the real property subject to that Declaration has been transferred and conveyed to CHACATO LANDING CORP, a Florida corporation, who is now the present owner, and

WHEREAS, Jerome A. Zivan, Trustee (original Declarant) reserved the right in that Declaration to allow for amendments thereto and to recognize a ^{*RVS Prop Co-*} ~~Substitute~~ Declarant at the discretion of Jerome A. Zivan, Trustee, and

WHEREAS, CHACATO LANDING CORP. desires to be the ^{*RVS Prop Co-*} ~~Substitute~~ Declarant, and

WHEREAS, the parties have agreed that the original Declaration remain in full force and effect but for those amendments to be set forth herein,

NOW, THEREFORE, those agreed-upon amendments to the aforesaid Declaration are set forth as follows:

- 1. Paragraph #1 which presently reads as follows:
 - 1. "SPECIFIC USE. The use of the Property shall be as a planned residential development for up to twelve residential units and related facilities."

shall be, and is hereby, deleted in its entirety, and substituted with the following Paragraph #1:

- 1. **SPECIFIC USE. The use of the Property shall be as a planned residential development for up to fifteen (15) residential units and related facilities.**

[Faint circular stamp]

2. Paragraph #3, which presently reads as follows:

"NO PARKING OF VEHICLES OR BOATS. No boats, recreational vehicles, trailers or mobile homes shall be maintained or kept on the Property unless kept entirely within a garage or other approved structure."

is hereby amended to add the following language:

3. NO PARKING OF VEHICLES OR BOATS. No boats, recreational vehicles, trailers or mobile homes shall be maintained or kept on the Property unless kept entirely within a garage or other approved structure. **Residents shall not use Marina Cove Drive, Chacato Cove Drive, the front, side, or rear yards of any lot, or any part of the common area, other than those so designated, for parking.**

3. Paragraph #12, second paragraph thereof, which currently reads as follows:

(12) "In addition to the above, the owner of the Property shall pay a pro-rata share of the cost of maintaining the roadway of that portion of Marina Cove Village Drive, a private road, running from its southern most intersection with Bay Drive to the northern boundary line of the Property. The pro-rata sharing of these costs shall be determined in good faith by the adjoining property owners which includes Bay Villas Condominium Association, Bayside Villas Condominium Association, marina Cove Village Townhome Association and the Property. In addition, to the extent that any underground utility lines or storm drainage facilities jointly serve the Property and any other property and are privately maintained, then a portion of the cost of any such maintenance and repair shall be paid by the owner of the Property based on a ratio of units to be served by said lines."

shall be, and is hereby, deleted in its entirety, and is hereby amended to read as follows:

In addition to the above, the owner of the Property shall pay a pro-rata share of the cost of maintaining the roadway of that portion of Marina Cove Drive, a private road, running from its southernmost intersection with Bay Drive to the northern boundary line of the Property. The pro-rata sharing of these costs shall be determined in good faith negotiations with the adjoining property owners, which include Bay Villas Condominium Association, Bayside Villas Condominium Association, Marina Cove Village Townhome Association and the Property. In addition, to the extent that any underground utility lines or storm drainage facilities jointly serve the Property and any other property and are privately maintained, then a portion of the cost of any such maintenance and repair shall be paid by the owner of the Property based on a ratio of units to be served by said lines.

4. Paragraph #15 currently reads as follows:

15. "DECLARANT MAY DESIGNATE A SUBSTITUTE. The Declarant and BBDC shall each have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved to them, respectively, under the provisions herein contained."

and said paragraph #15 is hereby amended to reflect that CHACATO LANDING CORP., a Florida corporation, is hereby designated as the ~~Substitute~~ Declarant.

RVS

5. In all other respects, the Declaration shall remain in full force and effect, except as modified hereinabove.

IN WITNESS WHEREOF, the Declarant and the ^{Co-}~~Substitute~~ Declarant have executed this instrument on this the 29 day of September, 1999.

WITNESSES:

Janelle G. Vaughn
Type/Print name: Janelle G. Vaughn

Donna Wargo
Type/Print name: Donna Wargo

DECLARANT:

Jerome A. Zivan
Jerome A. Zivan, Trustee

^{Co-}~~SUBSTITUTE~~ DECLARANT:

CHACATO LANDING CORP.,
a Florida corporation

BY:

R.V. Schroeder
R.V. Schroeder, President

Michael Wm Mead
Type/Print name: MICHAEL Wm MEAD

Fort A. Wilson
Type/Print name: FORT A. WILSON

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this 29 day of September, 1999 by JEROME A. ZIVAN, Trustee; he is personally known to me.



Janelle G. Vaughn
Notary Public Janelle G. Vaughn
My Commission Expires: 10/17/99

State of Florida
County of Okaloosa

The foregoing instrument was acknowledged before me this 29 day of September, 1999 by R.V. SCHROEDER, as President of CHACATO LANDING CORP., a Florida corporation, on behalf of said corporation; he is personally known to me.

Michael Wm Mead
Notary Public
My Commission Expires: MICHAEL Wm MEAD

Amendment to Dec of Covenants and Restrictions
Re Chacato Landing
MWM/bjg

