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**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE CROSSINGS AT BLUEWATER BAY,  
A PLANNED UNIT DEVELOPMENT**

**THIS DECLARATION**, made the 23rd day of August, 1996, by KJT INVESTMENTS, INC., A FLORIDA CORPORATION (hereinafter referred to as "Declarant").

**WHEREAS**, Declarant is the owner of certain real property (the "Property") located in Okaloosa County, Florida, which is more particularly described on Exhibit "A" and which comprises Lots 1 through 29, all in THE CROSSINGS AT BLUEWATER BAY, A PLANNED UNIT DEVELOPMENT, along with certain streets, easement and other common areas as shown on Exhibit A; and

**WHEREAS**, to preserve and enhance the Property, Declarant wishes to subject the Property to the Covenants, Conditions and Restrictions of this Declaration, and to create a non-profit association with the power and duty of administering and enforcing the provisions of this Declaration, all for the benefit of the Property and each owner of a portion thereof.

**NOW, THEREFORE**, Declarant hereby declares that the Property 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, 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 thereof.

**ARTICLE I - DEFINITIONS**

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the association, which are attached and marked Exhibit "B".

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1.2 **"Association"** shall mean and refer to the THE CROSSINGS AT BLUEWATER BAY HOMEOWNER'S ASSOCIATION, INC. its successors and assigns.

1.3 **"Board"** shall mean and refer to the Board of Directors of the Association.

1.4 **"By-Laws"** shall mean and refer to the By-Laws of the Association. The form of the initial By-Laws are attached and marked as Exhibit "C".

1.5 **"Common Area"** shall mean real property within the Property which is not within the boundary of any Lot, and improvements thereon, along with any additional property or easement rights specifically granted to the Association for the common use and enjoyment of the Owners. The Common Area may include, but is not limited to, the streets, storm water system, and its abutting easements, and any other structure or plant life utilized to protect the Common Area. The Common Area is subject to utility easements granted on, in and under the Common Area for the benefit and use of the Property and any other recorded easements. The Common Area is not dedicated for the use of the general public. The roads in this Planned Unit Development are private assets to be owned as Common Areas. The roads are not public; as private roads, each road is to be maintained by the Association, not by any governmental body or agency.

1.6 **"Declarant"** shall mean and refer to KJT INVESTMENTS, INC. or any successor in title to the entire interest of such corporation with respect to the development at the time of such transfer to said successor in title.

1.7 **"Lot"** shall mean and refer to any plot of land identifiable by block and lot number as shown upon the Plat.

1.8 **"Member"** shall mean and refer to every person or entity entitled to membership in the Association.

1.9 **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot but shall not include those having such interests merely as security for the performance of an obligation.

1.10 **"Property"** shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association and the provisions of this Declaration.

1.11 **"Architectural Review Committee"** shall mean a committee comprised of three (3) members to oversee compliance with the Architectural Standards.

**ARTICLE II - PROPERTY RIGHTS**

**2.1 Owners' Easements of Enjoyment.** All Common Area shall be owned by the Association. Every Owner shall have a right and easement of enjoyment and use for the purpose of which it was intended in and to the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, in accordance with the Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof, the rights of the Owners hereunder shall be subordinate to the mortgage on said properties.

(b) The right of Declarant and its agents, sales representatives, employees, contractors and subcontractors, and their respective agents and employees, for access and ingress to and egress from, on and over the Common Area as may be required for (1) display, exhibit and sale of lots, and (2) the construction, installation, improvement and maintenance of Lots and Common Area on the Property.

**2.2 Common Area.** The Association reserves the right to regulate the use of the Common Area through the establishment of rules and regulations.

**ARTICLE III- MEMBERSHIP AND VOTING RIGHTS**

**3.1 Membership.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

**3.2 Voting Rights.** The Association shall have one (1) class of voting membership. All owners of lots, including the Declarant, shall be members. When more than one (1) person has an interest in any lot, all such persons shall be members. The vote for each lot shall be exercised as they determine; but in no event shall more than one (1) vote be cast with respect to any lot. In the event any individual or entity owns more than one (1) lot such individual or entity shall be entitled to one (1) vote for each lot owned.

**3.3 Association Management.** Declarant or any affiliate or assignee thereof, shall be employed as the Manager for the Association and the overall development of the property for such period of time until more than fifty percent (50%) of the lots have been sold, with the option on the part of Declarant or its affiliate or assignee to renew such employment for three (3) consecutive one-year periods from and after more than fifty percent (50%) of the lots have been sold. Every grantee of any interest in the property, by acceptance of a deed or other conveyance of such interest, shall be deemed to ratify such management agreement.

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3.4 **Board of Directors.** Until such time as more than 50% of the lots are sold, and up to 3 years thereafter, Declarant shall have the right to approve or reject any action of the Board, at Declarant's discretion. The Board shall also be the Architectural Review Committee until such time as the Board appoints a separate Architectural Review Committee.

**ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS**

**4.1 Creation of the Lien and Personal Obligation of Assessments.**

(a) Each Owner, except the Declarant, shall pay to the Association when due all assessments levied by the Association. The amount of each assessment and the due dates thereof shall be determined by the Association pursuant to a budget prepared each year by the Association. So long as Declarant holds title to any lot, that lot shall not be subject to Assessment.

(b) All assessments, late or delinquency charges, if any, together with the maximum legal rate of interest from the due date of each, costs of collection and reasonable attorney's fees, shall be a charge on the Lot on which it is assessed and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment shall also be the personal obligation of the person(s) who was the Owner of such property at the time when the assessment fell due.

(c) The Association, at its option, may enforce collection of delinquent assessments, late or delinquency charges if any, including interest from the due date of each at the maximum legal rate, plus costs of collection and reasonable attorneys fees by suit at law, or by foreclosure of the lien securing the assessment or by any other competent proceeding.

(d) The lien provided in this Paragraph shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid at a foreclosure sale to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient for an insurance company continuing to give total coverage notwithstanding non-payment of such default Owner's portion of the premium. Each Owner hereby expressly grants to the Association a power of sale in connection with such lien.

4.2 **Purpose of the Assessments.** The assessments levied by the Association shall be for the purpose of providing for (a) the maintenance, operation, repair and replacement of the Property pursuant to Article VIII, (b) capital improvements to the Common Area; (c) insurance coverage as determined by the Association; (d) utility charges and deposits for the Common Area; (e) without limit, the expense of the repair,

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maintenance, and when necessary the replacement of the wastewater collection system, drainage system, and stormwater system in order that such systems shall be maintained and operated in accordance with the agreements and regulations of Okaloosa County and the State of Florida; (f) the promotion of the health, safety and welfare of the Property; (g) taxes on the Common Area; (h) such other expenses incidental or necessary to the operation, maintenance, improvement and well being of the Property in a first class condition pursuant to the Declaration, the By-Laws, the Articles, and any amendments thereto.

**4.3 Annual/Special Assessments.** The association shall levy assessments in accordance with the Declaration and By-Laws of the Association. The assessments shall be made for the purpose of providing funds in advance for the payment of all of the anticipated current operating expenses of the Association. The assessment for common expenses for emergencies that cannot be paid from the annual assessment for common expenses shall be made by the Board of Directors after 30 days' notice given to the Owners. These assessments shall be paid at the time and in the manner that the Board may require in the notice of special assessment. So long as Declarant holds title to any lot, that lot shall not be subject to a special assessment.

**4.4 Rate of Assessments.** Assessments shall be fixed at a uniform rate for all participating Lots.

**4.5 Effect of Non-Use.** No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**4.6 Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot or its improvements. Sale or transfer of any Lot shall not affect the assessment lien except the sale or transfer of any Lot pursuant to a mortgage foreclosure or deed in lieu of foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. However, the amount of such extinguished assessments may be added to the annual assessments for all Lots. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**4.7 Security.** The Association may employ such people or take such measures to provide for the security of the Property and persons on the Property as it deems appropriate.

**4.8 Exempt Property.** All properties dedicated to and accepted by a local public authority shall be exempt from assessments. However, no land or improvements devoted to residential use shall be exempt from such assessments.

**ARTICLE V - THE ASSOCIATION**

5.1 **Power.** The Association shall have the powers enumerated in the Articles, By-Laws, Declaration, the non-profit corporate statutes of the State of Florida, and such other powers as necessary and incidental to operate the Association and carry out the duties and responsibilities of the Association.

5.2 **Duties.** It shall be the duty and obligation of the Association to (a) keep the Common Area in a first class condition; (b) maintain and operate the Property and the Association pursuant to this Declaration and the By-Laws of the Association; and (c) perform such other duties and obligations imposed upon it by this Declaration and the By-Laws, of the Association as amended.

5.3 **Exercise by Directors.** The powers granted the Association may be exercised by the Board of Directors of the Association, acting through the officers of the Association, without the consent of any Owner, except where the approval of an Owner or Owners is specifically required in this Declaration or the By-Laws or Articles of the Association.

**ARTICLE VI - USE RESTRICTIONS**

6.1 **Use of Buildings.** Each individual Lot shall be used and occupied for residential purposes only. Only one (1) residence shall be constructed on each Lot. However, this shall not prohibit construction of a single family residence on two (2) Lots which are combined as a single homesite. The dwellings constructed on all Lots shall each contain not less than 1500 square feet of heated floor space, all measurements to be exclusive of porches, decks and ground level parking and storage areas. A Lot may be rented by its owner provided however, that all leases or rental agreements pertaining to a Lot shall specifically subject the lessee to the requirements of this Declaration, and all rules and regulations of which shall have been properly adopted for the operation of this development. Use of the property for other than residential purposes is expressly prohibited.

6.2 **Building Standards.**

(a) Minimum square footage of heated and cooled living space shall be 1500 square feet.

(b) Plans for all buildings, additions and alterations must be submitted to the Architectural Standards Committee for approval prior to any construction beginning.

6.3 **Compliance.** All construction shall comply with applicable ordinances, rules, regulations and building codes, including specifically those directives and requirements of the Department of Natural Resources, State of Florida.

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**6.4 Temporary Structures: Parking.** No structures of a temporary nature, including mobile homes or storage sheds shall be allowed anywhere upon the property. Commercial vehicles and equipment are not permitted in the residential areas except for delivery and pick-up services. All boats or boat trailers, campers or similar vehicles, jet skis or motorcycles must be kept within an enclosed parking area. Automobiles may be parked only in designated parking areas in accordance with rules and regulations of the Association. All automobiles shall be in good running condition; repair of automobiles (other than emergency repair) or storage of disabled automobiles is not permitted within the Property.

**6.5 Lot Description.** No Lot shall be further subdivided or separated into smaller parcels without the consent of the Association; provided however, that this shall not prohibit corrective deeds or similar corrective instruments. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions of this Declaration.

**6.6 Landscaping.** It being the intention of the Declarant and Association, as well as in the interests of the Member, to provide quality, landscaping for the Property as developed, every effort should be made to blend and utilize existing vegetation where economically and aesthetically possible. Such requirement shall be enforced by the Architectural Review Committee.

**6.7 Construction Sales Office:** Notwithstanding anything herein to the contrary, it shall be permissible for the Declarant or an Owner with Declarant's written permission, during construction and sale of improvements, to maintain an office, storage area, sign, or model unit.

**6.8 Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which are not kept, bred or maintained for commercial purposes. Permissible household pets may be kept by an Owner within the Owner's unit if such pets do not cause a disturbance or annoyance on the Property. Each Owner shall be responsible to clean up after their pet(s) and for any and all damage caused by said pet(s).

**6.9 No Signs.** No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot designed for residential use nor shall such Property be used in any way or for any purpose which may endanger the health, or unreasonably disturb the Owner of any building or resident thereof except that an Owner shall be allowed one (1) double-faced standard 2' X 3' "For Sale" real estate sign when said property is being marketed. At such times as a contract for sale is closed, said sign shall immediately be removed. The foregoing covenant shall not apply to the business activities, signs and billboards, or construction and maintenance of buildings by Declarant, its agents or assigns during any construction and sale period or to the Association in furtherance of its powers and purposes under this Declaration.

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6.10 **Limitation.** The Association shall not have any authority to require any modification to the interior of dwelling units not visible from the outside, unless such modification is necessary to protect the structural integrity of the building or to preserve the health and well-being of other Owners.

6.11 **Environmental Easement.** There is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns, a perpetual right and easement over and across all lots, excluding any building improvement thereon, for purpose of taking any action necessary to effect compliance with environmental rules, regulations and procedures from time to time promulgated or instituted by the Association or by any governmental entity, such easement to include but not limited to right to implement erosion control procedures, the right to drain standing water and to maintain common areas.

6.12 **Housekeeping:** The hanging of bathing suits, clothing, rugs, towels or other items from balconies, railings, clothes lines, windows, or any other area visible from any neighboring Lot is prohibited.

**ARTICLE VII - ARCHITECTURAL REVIEW**

7.1 **Construction Subject to Review.** No construction, modification, alteration or improvement of any nature whatsoever (except interior alterations not affecting the external structure or appearance of a house, other residential Lot) shall be undertaken on any Lot unless and until a plan of such construction or alteration shall have been approved in writing by the Architectural Review Committee in accordance with this Article. Modifications subject to architectural control specifically include but are not limited to, painting or other alteration of a building (including doors, windows, and roof); installation of antennas, satellite dishes or receivers, solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of porches, decks, walls or fences; addition of awnings, gates, flower boxes, or other outdoor ornamentation or patterned or brightly colored window coverings; any alteration of the landscaping or topography of the Lot, including without limitation, any planting, cutting or removal of trees or plants. The Architectural Review Committee shall be a standing committee of the Association and such Committee shall be formed pursuant to the Association By-Laws.

7.2 **Procedures.**

(a) **Preliminary Plan Review.** Preliminary plans may be submitted to the Architectural Review Committee for conceptual approval prior to the required final approval as outlined in Subparagraph (b) below. Such preliminary plans shall include rough drawings and/or sketches, and such other items as the Architectural Review Committee may deem appropriate.

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(b) Final Approval. Final approval shall include: (1) specifications, including all Final plans to be submitted for the construction plans and proposed landscaping, (2) an elevation rendering of all proposed improvements, and (3) such other items as the Architectural Review Committee may deem appropriate to render a final approval. If the Architectural Review Committee fails to approve or disapprove such plans within thirty (30) days after written receipt by the Architectural Review Committee of all of the requested final materials listed above, then final approval shall be deemed to have been granted unless the applicant in writing agrees to an extension. The Architectural Review Committee shall have the right to charge a reasonable fee for its review of final plans.

**7.3 Basis for Decision.** The Architectural Review Committee shall approve or disapprove the application in its discretion, based on the nature, kind, shape, height, materials and location of the proposed improvements, harmony with surrounding structures and topography, and other factors, including purely aesthetic considerations, which in the sole opinion of the Architectural Review Committee will affect the desirability or suitability of the construction. The Architectural Review Committee shall use as a guide the guidelines for construction and implements developed by the Association known as the "Architectural Standards" as those standards are amended from time to time; however the Architectural Review Committee reserves the right to grant variances from the standards based on architectural merit and on existing landscape conditions.

**7.4 Construction.** If final approval is given or deemed to be given, construction of the improvements applied for may begin, provided that all such construction is in accordance with the submitted plans and specifications. However, the Architectural Review Committee may require any owner through owner's contractor or subcontractor to post payment and/or performance bonds with the Association to insure compliance and completion of the final plans as approved. The requiring of such bond is at the sole and absolute discretion of the Architectural Review Committee. The Association shall have the right to enjoin any construction not in conformance with approved final plans and specifications, and shall have all of the remedies at law or in equity.

**7.5 Commencement of Construction.** In order to assure the orderly development of the residential community in a timely manner, once construction has commenced said construction shall be continuous and diligently pursued to effectuate completion of the improvement in as short a period of time as possible.

**7.6 Liability.** Approval by the Architectural Review Committee is not a guarantee. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans or specifications or standards shall, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that an improvement built in accordance therewith shall be built in a good workmanlike manner. Neither Declarant, the Association, nor the Architectural Review

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Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to this article.

**7.7 Architectural Review Committee.** The Architectural Review Committee shall be appointed by the Board for a term of 3 years. Each member of the committee is subject to removal by the Board at any time, without cause.

**ARTICLE VIII - MAINTENANCE**

**8.1 Association.** The Association shall be responsible for the care, maintenance and repair of the (a) Common Area, including all improvements therein or thereon, (b) any portion of the Property that is dedicated or conveyed to a governmental or quasi-governmental agency or utility company that has not agreed to care, maintain, and repair such portion of the Property, (c) any equipment or property used by the Association located upon, under or over any Lot.

**8.2 Lots.** Each Owner shall be responsible for the maintenance of his or her lot, including the exterior and interior maintenance of his home. Equipment, garbage cans, wood piles or storage areas shall be concealed from view of neighboring Lots, common area and streets. Rubbish, trash, or garbage shall be regularly removed and shall not be allowed to accumulate. If the Board determines in its discretion that any Owner has failed to maintain any part of his Lot, including improvements, in good order and repair, free from debris, the Association, by a majority vote of the Board, in ten (10) days after notice to the Owner, shall have the right, without liability or obligation to enter upon such Lot to correct, restore, paint and maintain any part of the Lot or improvement thereon and to have any objectionable items removed. All costs related to such action shall be assessed to the Owner as an individual Lot assessment.

**8.3 Damage.** If any Common Area, in whole or in part, or any road, road right-of-way is damaged through the neglect or willful act of an owner, his family, guests or invitees, said owner shall be liable for the same and the cost of any necessary repairs shall be assessed to that Owner as an individual Lot assessment.

**ARTICLE IX - EASEMENTS**

**9.1 Recorded Easements.**

**Encroachments.** Each Lot and the Common Area are hereby made subject to, and are benefited by, reciprocal easements for minor encroachments due to accidental placement, settling or shifting of the improvements constructed thereon, provided such construction is otherwise in accordance with the terms of this Declaration. No easement for encroachment shall exist as to any encroachment occurring due to the willful or grossly negligent conduct of an encroaching Owner or for any encroachment which substantially impairs the use of the burdened property.

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**9.2 Utilities.**

(a) **Blanket Easement.** Subject to approval of the location and method of installation by the Declarant or the Board, there is hereby created a blanket easement upon, across, over, under and through all common area, and for a distance of 5 feet on either side of each lot line and on either side of all streets and for other easement area, as shown on the subdivision plat for ingress and egress and for installation, replacing, repairing and maintenance of all utilities, including, but not limited to, water, sewer, gas, telephones, electricity and a master television antenna system. By virtue of this easement, it shall be expressly permissible, if approved by the Declarant or the Board, for the utility company to erect and maintain the necessary equipment on the Property and to affix and maintain wires, circuits and conduits on, above, across and under the roofs and exterior walls of buildings. The Declarant and the Board shall each have the authority to grant specific utility easements by separate recordable instrument.

(b) **Underground Utilities.** Driveways, walkways and patios may cross easements for underground utility services if appropriate arrangements are made with the affected utility company. Neither Declarant nor any utility company using the easements shall be liable for damage done to shrubbery, trees, flowers or other plantings.

**9.3 Streets.** Each Owner shall have an easement to use the streets, alleys and driveways within the Property, except those driveways designed for exclusive use of a certain Lot or Lots. All police, fire, ambulance and other similar services shall have an easement to enter streets and Common Area in the performance of their duties.

**9.4 Association Rights.** The Association shall have an easement for itself, its officers, agents and employees, including the management company selected by it, to enter into or cross over the Common Area and any Lot in the course of performing its rights and duties under this Declaration.

**9.5 Declarant's Rights.** Declarant may grant or exercise any of the foregoing easements with respect to a developed portion of the Property to facilitate development of another portion of the Property. If it becomes necessary to excavate any area to install utilities or for similar purposes, Declarant shall restore the area to its prior condition upon completion of the work.

**9.6 Setbacks.** Setbacks are as required by the Plat or any other federal, state or local government entity.

**ARTICLE X - INSURANCE, CASUALTY**

**10.1 Insurance:**

(a) Insurance on Common Area. The Board shall obtain casualty insurance for all Common Area improvements to cover the full replacement cost, which coverage may include extended coverage, vandalism, malicious mischief and windstorm endorsements and other coverage deemed desirable by the Board.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incidental to, the ownership and use of the Common Area. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, Board or other Owners. The Board shall review limits of coverage once each year.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority of the Members.

(e) Improved Lots. Each Owner shall obtain and maintain at his own expense fire, windstorm insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount not less than the full insurable value of the improvements, based upon replacement, and if an Owner fails to do so, the Board has the right but not the obligation to purchase such insurance for him and assess the cost to him as an individual Lot assessment. Owners are responsible for insuring against personal property damage and loss, personal liability for that Lot and any other type of insurance the Owner may desire.

(f) Premiums. The cost of all insurance stated above, except coverage of improved Lots, shall be an Association expense and shall be included in the annual General assessments.

**10.2 Repair and Reconstruction after Fire or Other Casualty.**

(a) Common Area. If fire or other casualty damages or destroys any improvements in or on the Common Area the Board shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification approved by the Association. The Board shall obtain funds for such reconstruction first from insurance proceeds, then from reserves for the repair and placement of such improvements, and then from any special assessments that may be necessary after exhaustion of insurance and reserves.

(b) Lots. If fire or other casualty damages or destroys any other improvement on a Lot, the Owner of that Lot shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Association. If such Owner refuses or fails to begin to repair and rebuild any and all such damage within thirty (30) days, unless an extension is granted by the Board in writing, or fails to continue such repair or restoration in an expeditious manner, the Association, by and through its Board, is hereby irrevocably authorized to repair and rebuild any such improvements the cost of which shall be charged to the Owner as an individual Lot assessment.

(c) Insurance Proceeds; Performance of Work. All insurance proceeds received by the Association shall be deposited in a bank or other financial institution the account of which is insured by a federal governmental agency with the provision agreed to by the bank or institution that such funds may be withdrawn only by signature authorized by the Board or an agent authorized by the Board. The Board may advertise for sealed bids with any licensed contractor, and may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair or reconstruction.

**ARTICLE XI - GENERAL PROVISIONS**

11.1 Incorporation. The Declaration of Covenants and Restrictions set forth by Bluewater Bay Properties, Ltd. at Official Records Book 1975 Page 1923 of Okaloosa County, Florida is hereby incorporated into this Declaration, and in case of a conflict the Bluewater Bay Properties, Ltd. Declaration shall prevail.

11.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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**11.3 Enforcement.** The Association, Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or any Owner to enforce any provision shall not be deemed a waiver of the right to do so thereafter. If the Association fails or refuses to enforce any of its rights under this Declaration, including without limitation the right to require all Owners to keep their Lots in good order and repair, Declarant shall have the right but not the liability or obligation to act on behalf of the Association and shall have all rights and remedies permitted the Association, including but not limited to, the right to assess the Owner for the Declarant's costs and to secure that charge in the same manner as an individual lot assessment. Any and all costs, including but not limited to, attorneys fees and court costs, which may be incurred by the Association or the Declarant in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed as an individual Lot assessment to the Owner against whom such action was taken.

**11.4 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 unless an instrument signed by the then Owners holding seventy five percent (75%) of the voting power in the Association shall have been recorded, agreeing to terminate all of said provisions as of a specified date, which shall be not earlier than the expiration of an extended term of one (1) year from the date of such recording. Unless this Declaration is so terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect. This Declaration may be amended at any time by an instrument in writing signed by owners holding two-thirds (2/3) of the total voting power of the Association, which amendment shall become effective upon recordation in the public records of Okaloosa County, Florida; provided, however

(a) As long as Declarant is an Owner of any unsold Lot, no amendment shall become effective without the written consent of Declarant.

(b) Declarant specifically reserves to itself or its successor the absolute and unconditional right, so long as it owns any Lot, to amend this Declaration without the consent or joinder of any party.


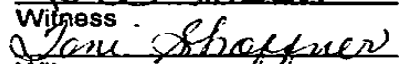
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**11.5 Annexation of Additional Property.**

(a) Declarant reserves the right without the approval of the Association or any Lot Owner, in its sole discretion to add on one or more occasions to the Property any land contiguous thereto. The addition of such property shall be accomplished by the Declarant alone executing and recording the necessary amendments to this Declaration and amending the Plat. No part of the Additional Property shall be subject to this Declaration until the amendment to this Declaration and the Plat adding such part or all of the Additional Property shall be executed and recorded.

(b) Limitations. There are no limitations as to the location of improvements on the Additional Property except as required by zoning and other governmental regulations. There are no limitations as to the size or number of Lots which may be added as a part of the Additional Property. The right of Declarant to add any or all of the Additional Property shall expire seven (7) years from the date of the recording of this Declaration.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant, has caused this Declaration to be executed as of the day and year first hereinabove written.

  
Witness  
  
Witness

**KJT INVESTMENTS, INC.**  
By:   
**ROY L. SUTTON**  
As VICE PRESIDENT



STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this ~~23rd~~ <sup>August</sup> day of ~~July~~ <sup>1996</sup>, by ROY L. SUTTON, VICE PRESIDENT OF KJT INVESTMENTS, INC., A FLORIDA CORPORATION, who on behalf of the corporation. He/she has his/her drivers license and who did/did not take an oath.

{Seal}



  
Notary Public

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1723**

**EXHIBIT "A"**

**LEGAL DESCRIPTION FOR**

**THE CROSSINGS AT BLUEWATER BAY**

A parcel of land lying in Section 23, Township 1 South, Range 22 West, Okaloosa County, Florida, and being more particularly described as follows:

Commencing at the the easternmost corner of Parkwood Square Phase I at Bluewater Bay, according to the plat thereof as recorded in Plat Book 13, Page 85, Public Records of Okaloosa County, Florida (said easternmost corner lying on the southwesterly boundary of Blue Pine Village Phase III, according to the plat thereof recorded in Plat Book 11, Page 86 of aforesaid public records); thence run S 49°59'58"E (reference bearing) along the southerly boundary of said Blue Pine Village Phase III (and a southeasterly extension thereof being the southwesterly boundary of Blue Pine Village Phase II, according to the plat thereof recorded in Plat Book 10, Page 51) for 462.10 feet to the POINT OF BEGINNING; thence continue S 49°59'58" E along said boundary for 131.83 feet; thence departing said southwesterly boundary line run S 00°50'59" W for 233.83 feet to a point of curvature concave southwesterly and having a radius of 94.99 feet; thence run along said curve in a southeasterly direction through a central angle of 50°50'09", an arc distance of 84.28 feet (chord = 81.54 feet, chord bearing = S 24°34'05" E) to the point of tangency of said curve; thence run S 00°50'59" W for 55.98 feet; thence run S 89°09'01" E for 181.00 feet; thence S 00°50'59" W for 33.74 feet; thence S 39°57'48" W for 439.74 feet; thence N 49°59'10" W for 549.94 feet to the easterly right of way line of White Point Extension North (60' R/W); thence run N 39°56'23" E along said right of way line for 140.00 feet; thence departing said easterly right of way line run N 39°57'48" E for 471.27 feet to the POINT OF BEGINNING.

**OTHERWISE KNOWN AS THE CROSSINGS AT BLUEWATER BAY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 47 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.**

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1724**

**ARTICLES OF INCORPORATION FOR**

**THE CROSSINGS AT BLUEWATER BAY HOMEOWNER'S ASSOCIATION, INC.**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

96 JUL 23 AM 9:25

The undersigned incorporator, for the purposes of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1**  
**NAME and ADDRESS**

The name of the corporation shall be **THE CROSSINGS AT BLUEWATER BAY HOMEOWNER'S ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws". The mailing address shall be Post Office Box 5244 Niceville, Florida 32578 and a physical address of 4577 Highway 20, Niceville, Florida 32578.

**ARTICLE 2**  
**PURPOSE**

The purpose for which the Association is organized is to provide an entity for the operation of that certain subdivision located in Okaloosa County, Florida, and known as **THE CROSSINGS AT BLUEWATER BAY, A PLANNED UNIT DEVELOPMENT** (the "Subdivision").

**ARTICLE 3**  
**DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Covenants, Conditions and Restrictions of the Subdivision to be recorded in the Public Records of Okaloosa County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 4**  
**POWERS**

The powers of the Association shall include and be governed by the following:

- 4.1 **General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration of Covenants, Conditions and Restrictions or the By-Laws.
- 4.2 **Enumeration.** The Association shall have all of the powers and duties set forth in and all of the powers and duties reasonably necessary to operate the Subdivision pursuant to the Declaration of Covenants, Conditions and Restrictions and as more particularly described in the By-Laws, as they may be amended from time to time. The Association is specifically authorized to borrow money for the purpose of carrying out it's duties and responsibilities as described herein.
- 4.3 **Subdivision Property.** All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions, these Articles and the By-Laws.
- 4.4 **Distribution of Income; Dissolution.** The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida not for Profit Corporation Statute.
- 4.5 **Limitation.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration of Covenants, Conditions and Restrictions and the By-Laws, provided that in the event of conflict, the provisions of the Declaration of Covenants, Conditions and Restrictions shall control over those of the Articles and By-Laws.

**ARTICLE 5**  
**MEMBERS**

- 5.1 **Membership.** The members of the Association shall consist of all of the record title owners of Lots in the Subdivision from time to time, and after termination of the Subdivision, shall also consist of those who were members at the time of such termination, and their successors and assigns.

**\*\* OFFICIAL RECORDS \*\***  
**BK 2819 PG 1726**

- 5.2 **Assignment.** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.
- 5.3 **Voting.** On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Lot, which vote shall be exercised or cast in the manner provided by the Declaration of Covenants, Conditions and Restrictions and By-Laws. Any person or entity owning two (2) or more residential Lots shall be entitled to one vote for each Lot owned.
- 5.4 **Meetings.** The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meeting of members other than the annual meeting.

**ARTICLE 6**  
**TERM OF EXISTENCE**

The existence of the Association shall be perpetual.

**ARTICLE 7**  
**INCORPORATOR**

The name and address of the Incorporator of this Corporation is:

<u>Name</u>	<u>Address</u>
Roy L. Sutton	Post Office Box 5244 Niceville, Florida 32578

**ARTICLE 8**  
**OFFICERS**

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1727**

**President:** Roy L. Sutton, Post Office Box 5244, Niceville, Florida 32578

**Vice President:** Chandler Huff, Post Office Box 5244, Niceville, Florida 32578

**Secretary-Treasurer:** Chandler Huff, Post Office Box 5244, Niceville, Florida 32578

**ARTICLE 9**  
**DIRECTORS**

- 9.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) nor more than five (5) directors. Directors, other than designees of Developer, must be members of the Association.
- 9.2 **Duties and Powers.** All of the duties and powers of the Association existing under , the Declaration of Covenants, Conditions and Restrictions, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Lot Owners when such approval is specifically required.
- 9.3 **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the members, may be elected to staggered terms, may be removed and vacancies on the Board filled in the manner provided by the By-Laws.
- 9.4 **Term of Developer's Directors.** Developer of the Subdivision shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
- 9.5 **First Directors.** The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<u>Name:</u>	<u>Address:</u>
1. Roy L. Sutton	Post Office Box 5244 Niceville, Florida 32578
2. Chandler Huff	Post Office Box 5244 Niceville, Florida 32578
3. Brandon Huff	Post Office Box 5244 Niceville, Florida 32578

**ARTICLE 10**  
**INDEMNIFICATION**

- 10.1 **Indemnity.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, such or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnity, that he did not act in good faith or in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.
- 10.2 **Expenses.** To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- 10.3 **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.
- 10.4 **Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

**ARTICLE 11**  
**BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration of Covenants, Conditions and Restrictions.

**ARTICLE 12**  
**AMENDMENTS**

Amendments to these Articles shall be proposed and adopted in the following manner:

- 12.1 **Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 12.2 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:
- (a) by not less than a majority of the votes of all of the members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66-2/3% of the entire Board of Directors; or
  - (b) by not less than 100% of the entire Board of Directors.
- 12.3 **Limitation.** No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Article 4, without the approval in writing of all members and the joinder of all record owners of mortgages upon Lots. No amendment shall be made that is in conflict with the Act, the Declaration of Covenants, Conditions and Restrictions or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to Developer, or an affiliate of Developer, unless Developer shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1730**

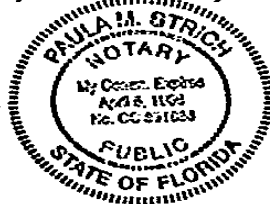
- 12.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration of Covenants, Conditions and Restrictions allowing certain amendments to be effected by the Developer alone.
- 12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Okaloosa County, Florida.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.

*Roy Sutton*  
\_\_\_\_\_  
ROY L. SUTTON

State of Florida  
County of Okaloosa

The foregoing instrument was acknowledged before me this 18 day of July, 1996 by ROY L. SUTTON, who is personally known to me or who has produced his driver's license as identification.



*Paula M. Strich*  
\_\_\_\_\_  
Notary Public - State of Florida

**INITIAL REGISTERED OFFICE**  
**ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this corporation shall be at 4577 Highway 20 Niceville, Florida 32578 and a mailing address of P.O. Box 5244, Niceville, Florida 32578 with privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be CHANDLER HUFF.

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1731**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
JUL 23 AM 9:25

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.**

In compliance with the laws of Florida, the following is submitted:

First that **THE CROSSINGS AT BLUEWATER BAY HOMEOWNER'S ASSOCIATION, INC.**, is desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Okaloosa, State of Florida, the corporation named in the said articles has named **CHANDLER HUFF** located at 4577 Highway 20, Niceville, Florida and a mailing address of Post Office Box 5244, Niceville, Florida 32578, as its statutory agent.

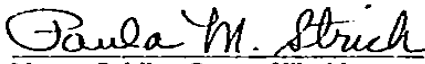
Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

  
\_\_\_\_\_  
**CHANDLER HUFF**  
**REGISTERED AGENT**

State of Florida  
County of Okaloosa

The foregoing instrument was acknowledged before me this 18 day of July, 1996 by **CHANDLER HUFF, AS REGISTERED AGENT FOR THE CROSSINGS AT BLUEWATER BAY HOMEOWNER'S ASSOCIATION, INC.** A Florida Corporation, on behalf of the Corporation **CHANDLER HUFF** is personally known to me or who has produced his \_\_\_\_\_ as identification.



  
\_\_\_\_\_  
Notary Public - State of Florida

**EXHIBIT "C"**

**BY-LAWS OF  
THE CROSSINGS AT BLUEWATER BAY  
HOMEOWNER'S ASSOCIATION**

**A corporation not for profit organized  
under the laws of the State of Florida**

1. **Identity.** These are the By-Laws of THE CROSSINGS AT BLUEWATER BAY HOMEOWNER'S ASSOCIATION, INC (the "Association"), a not for profit corporation under the laws of the State of Florida, and organized for the purpose of administering that certain subdivision located in Okaloosa County, Florida, and known as THE CROSSINGS AT BLUEWATER BAY, A PLANNED UNIT DEVELOPMENT (the "Subdivision").
  - 1.1 **Principal Office.** The principal office of the Association shall be at P.O. Box 5244, Niceville, Florida 32578 or at such other place as may be subsequently designated by the Board of Directors. Notwithstanding the foregoing, all books and records of the Association shall be kept on the Subdivision property.
  - 1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
  - 1.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. **Definitions.** For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Covenants, Conditions and Restrictions for the Subdivision, unless herein provided to the contrary, or unless the context otherwise requires.

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1733**

**3. Members.**

- 3.1 Annual Meeting.** The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Lot Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of November following the year in which the Declaration of Covenants, Conditions and Restrictions is filed.
- 3.2 Special Meetings.** Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- 3.3 Notice of Meeting; Waiver of Notice.** Notice of a meeting of members, stating the time and place, the purpose(s) for which the meeting is called, and an identification of agenda items shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Subdivision Property as designated by the Board. The notice of the annual meeting shall be delivered or sent by mail to each Lot Owner, unless the Lot Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than seven (7) days, nor more than sixty (60) days, prior to the date of the meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1734**

An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section, to each Lot Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast 30% of the total voting interests.

3.5 Voting.

(a) Number of Votes. In any meeting of members, the Owners of Lots shall be entitled to cast one vote for each Lot owned. The vote of a Lot shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Lot Owners for all purposes, except where otherwise provided by law, the Declaration of Covenants, Conditions and Restrictions, the Articles or these By-Laws. Similarly, unless specifically stated to the contrary, if some greater percentage of members is required herein or in the Declaration of Covenants, Conditions and Restrictions or Articles, it shall mean such greater percentage of the votes of members present at a meeting at which a quorum is attained.

(c) Voting Member. If a Lot is owned by one person, his right to vote shall be established by the roster of members. If a Lot is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Lot. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Lot shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified.

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1735**

**3.6 Proxies.** Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, dated, signed by the person authorized to cast the vote for the Lot.

**3.7 Order of Business.** If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a member, officer or a director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors to be elected;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New Business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1736**

- 3.9 Minutes of Meeting. The minutes of all meetings of Lot Owners shall be kept in a book available for inspection by Lot Owners or their authorized representatives and Board members. The Association shall retain these minutes for a period of not less than seven years.
- 3.10 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.
4. Directors.
- 4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors, other than designees of Declarant, must be Lot Owners.
- 4.2 Election of Directors. The election of Directors shall be conducted in the following manner:
- (a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary. There shall be no quorum requirement, however, at least twenty percent (20%) of the eligible voters must cast a ballot for an election to be valid.

**4.3 Vacancies and Removal.**

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Declarant without the necessity of any meeting.
- (b) Any Director elected by the members (other than Declarant) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose (which shall be called upon the demand of ten percent (10%) or more of the voting interests of the Association Members) or by written agreement signed by a majority of the owners of all Lots. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting, or by the Board of Directors in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Lots owned by a Director in the Subdivision (other than appointees of the Declarant or Directors who were not Lot Owners) shall constitute the resignation of such Director.
- (c) Anything to the contrary herein notwithstanding, until a majority of Directors are elected by the members other than Declarant of the Subdivision, neither the first Directors of the Association, nor any Directors named by the Declarant, shall be subject to removal by members other than the Declarant. The first Directors and Directors replacing them may be removed and replaced by Declarant without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Subdivision lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Lot

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1738**

Owner shall mail to the Association and post in a conspicuous place as designated by the Board, on the Subdivision Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Lot Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

- 4.4 **Term.** Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. After such time as the Lot Owners, other than the Declarant, have elected a majority of the Board of Directors, the Board may elect, by resolution of a majority of the Directors, to provide for increased and/or staggered terms of service. Such resolution shall set forth the method by which the terms may be staggered and the procedures for electing directors to the terms thus established.
- 4.5 **Organizational Meeting.** The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.
- 4.6 **Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Lot Owners and notice of such meetings shall be posted conspicuously at a location designated by the Board, on the Subdivision Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association,

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1739**

except in the event of an emergency, provided that Lot Owners shall be permitted the right to speak at such meetings with reference to all designated agenda items, subject to rules established by the Board.

- 4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Lot Owners and notice of a special meeting shall be posted conspicuously on the Subdivision property at least forty-eight (48) continuous hours preceding the meeting for the attention of the members of the Association, except in the event of an emergency. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Lot use will be proposed, discussed, or approved, shall be mailed or delivered to the Lot Owner and posted conspicuously on the Subdivision property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the Lot Owners, the Board shall by duly adopted rule designate a specific location on the Subdivision property upon which all notices of Board meetings shall be posted.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration of Covenants, Conditions and Restrictions, the Articles or these By-Laws.

**\*\* OFFICIAL RECORDS \*\***  
**BK 2819 PG 1740**

- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting any business that might have been transacted at the meeting as originally called may be transacted as set forth in the notice for the rescheduled meeting.
- 4.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.
- 4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Lot Owner to preside).
- 4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
  - (b) Reading and disposal of any unapproved minutes;
  - (c) Reports of officers and committees;
  - (d) Election of officers;
  - (e) Unfinished business;
  - (f) New business;
  - (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1741**

- 4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Lot Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Subdivision during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Subdivision, (b) to determine the Assessments payable by the Lot Owners to meet the Common Expenses and regulations covering the details of the operation and use of the Subdivision Property, or (d) to exercise any of the powers set forth in paragraph (f) and (o) of Section 5 below.
- The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.
- 4.16 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) directors during the period that Declarant is entitled to appoint a majority of the Directors, as hereinafter provided. Declarant shall have the right to appoint all of the members of the Board of Directors until Lot Owners other than Declarant own fifteen (15%) percent or more of the Lots that will be operated ultimately by the Association, the Lot Owners other than Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), Declarant shall forward to the Division of Florida Land Sales, Subdivisions and Mobile Homes the name and mailing address of the director(s) elected. Lot Owners other than Declarant are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty (50%) percent of the Lots that will be operated ultimately by the Association have been conveyed to

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1742**

Purchasers; (b) three months after ninety (90%) percent of the Lots that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Lots that will be operated ultimately by the Association have been conveyed to purchasers, and none of the others are being offered for sale by Declarant in the ordinary course of business; (d) when some of the Lots have been conveyed to purchasers, and none of the others are being constructed or offered for sale by Declarant in the ordinary course of business, or (e) seven (7) years after recordation of the Declaration of Covenants, Conditions and Restrictions creating the Subdivision, whichever occurs first. Declarant is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business five percent (5%) of the Lots that will be operated ultimately by the Association.

Declarant can turn over control of the Association to Lot Owners other than Declarant prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Lot Owners other than Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Lot Owners, neither Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Lot Owners other than Declarant refuse or fail to assume control.

Not less than seventy-five (75) days after the Lot Owners other than Declarant are entitled to elect a member or members of the Board of Directors, or sooner event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of a meeting of the Board of Directors in accordance with section 718.112(2)(d). The meeting may be called and the notice given by any Lot Owner if the Association fails to do so.

Within a reasonable time after Lot Owners other than Declarant elect a majority of the members of the Board of Directors of the Association (but not more than ninety (90) days after such event), Declarant shall relinquish control of the Association and shall deliver to the Association all property of the Lot Owners and of the Association held or controlled by Declarant, including, but not limited to, the following items, if applicable:

**\*\* OFFICIAL RECORDS \*\***  
**BK 2819 PG 1743**

- (a) The original or a photocopy of the recorded Declaration of Covenants, Conditions and Restrictions of Subdivision, and all amendments thereto. If a photocopy is provided, Declarant must certify by affidavit that it is a complete copy of the actual recorded Declaration of Covenants, Conditions and Restrictions.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.
- (d) The minute books, including all minutes, and other books and records of the Association.
- (e) Any rules and regulations which have been adopted.
- (f) Resignations of resigning officers and Board members who were appointed by Declarant.
- (g) The financial records, including financial statements of the association, and source documents from the incorporation of the Association through the date of the turnover.
- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by Declarant to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- (j) A list of the names and addresses, of which the Declarant had knowledge at any time in the development of the Subdivision, of all contractors, subcontractors, and suppliers utilized in the construction of the improvements and in the landscaping of the Subdivision.
- (k) Insurance policies.
- (l) A roster of Lot Owners and their addresses and telephone numbers, if known, as shown on Declarant's records.
- (m) All contracts to which the Association is a party.

**\*\* OFFICIAL RECORDS \*\***  
**BX 2019 PG 1744**

5. **Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Subdivision and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration of Covenants, Conditions and Restrictions, the Articles or these By-Laws may not be delegated to the Board of Directors by the Lot Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:
- (a) **Operating and maintaining the Common Elements.**
  - (b) **Determining the expenses required for the operation of the Subdivision and the Association.**
  - (c) **Adopting and amending rules and regulations concerning the details of the operation and use of the Subdivision Property, subject to a right of the Lot Owners to overrule the Board as provided in Section 13 hereof.**
  - (d) **Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.**
  - (f) **Obtaining and reviewing insurance for the Subdivision Property.**
  - (g) **Making repairs, additions and improvements to, or alterations of, the Subdivision Property, and repairs to and restoration of the Subdivision Property, in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.**
  - (h) **Enforcing obligations of the Lot Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Subdivision.**

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1745**

- (i) **Levying fines against appropriate Lot Owners for violations of the rules and regulations established by the Association to govern the conduct of such Lot Owners. No fine shall exceed \$100.00 (or such greater amount as may be permitted by law from time to time) nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the affected Lot Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Lot.**

**6. Officers.**

- 6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of Declarant, must be Lot Owners.**
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.**
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.**
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.**

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1746**

- 6.5 **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All moneys and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
7. **Compensation.** Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Subdivision or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
8. **Resignations.** Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of Declarant or officers who were not Lot Owners) shall constitute a written resignation of such Director or officer.
9. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration of Covenants, Conditions and Restrictions and Articles shall be supplemented by the following provisions:
- 9.1 **Budget/Adoption by Membership.** In the event the Board of Directors shall be unable to adopt a budget for a fiscal year, the Board of Directors may call a special meeting of Lot Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1747**

manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

- 9.2 Assessments. Assessments shall be made annually for the following year. Payment of such Assessments shall be due in equal installments, in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are due. If assessments are not redetermined annually, assessments shall be presumed to have been determined and established in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.
- 9.3 Special Assessments and Capital Improvement Assessments. Special Assessments and Capital Improvement Assessments (as defined in the Declaration of Covenants, Conditions and Restrictions) shall be levied as provided in the Declaration of Covenants, Conditions and Restrictions and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1748**

- 9.4 Depository. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.
- 9.5 Acceleration of Installments Upon Default. If a Lot Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the Assessments due for the balance of the budget year and file a claim of lien therefor and the then unpaid balance of the Assessments for the balance of the year shall be due upon the date stated in the lien.
10. Roster of Lot Owners. Each Lot Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Lot Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Covenants, Conditions and Restrictions, the Articles or these By-Laws.
12. Amendments. Except as in the Declaration of Covenants, Conditions and Restrictions provided otherwise, these By-Laws may be amended in the following manner:
- 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1749**

- 12.2 Adoption.** A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:
- (a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or
  - (b) after control of the Association has been turned over to the Lot Owners other than Declarant, by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained; or
  - (c) by not less than 100% of the entire Board of Directors.
- 12.3 Proviso.** No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Declarant or mortgagees of Lots without the consent of said Declarant and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration of Covenants, Conditions and Restrictions. No amendment to this Section shall be valid.
- 12.4 Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration of Covenants, Conditions and Restrictions and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by Declarant alone if the amendment has been adopted consistent with the provisions of the Declaration of Covenants, Conditions and Restrictions allowing such action by Declarant. The amendment shall be effective when the


**\*\* OFFICIAL RECORDS \*\***  
**BK 2019 PG 1750**

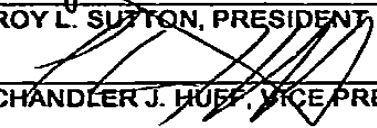
certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration of Covenants, Conditions and Restrictions is recorded.

13. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
14. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

**THE FOREGOING** was adopted as the By-Laws of **THE CROSSINGS**  
**AT BLUEWATER BAY HOMEOWNER'S ASSOCIATION, INC.**, a corporation not  
for profit on the 23rd day of August, 1996.

Approved:

  
\_\_\_\_\_  
ROY L. SUTTON, PRESIDENT

  
\_\_\_\_\_  
CHANDLER J. HUFF, VICE PRESIDENT

8:56/ch/win8/real/crossing byl



THIS INSTRUMENT PREPARED BY:  
JEROME A. ZIVAN, PRESIDENT  
BLUEWATER BAY PROPERTIES, LTD.  
P.O. BOX 5220  
NICEVILLE, FLORIDA 32578

**\*\* OFFICIAL RECORDS \*\***  
BK 1973 PG 1176

**ADDENDUM TO DECLARATION OF RESTRICTIVE COVENANTS**  
**Filed in the Official Records of Okaloosa County at Book 1297, Page 1906**

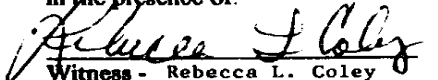

This Addendum made as of the 12th day of January, 1996 by Bluewater Bay Development Company, Ltd. ("BBDC"), as Declarant under that certain Declaration of Restrictive Covenants dated June 21, 1985 and filed in the Official Records of Okaloosa County at Book 1297, Page 1906 provides for approval of the following plan of development for the property which is the subject of said Restrictive Covenants:

Rec.  
15.00

1. BBDC hereby approves a portion of the property being used as a residential subdivision as shown in the site plan titled "the Crossings at Bluewater Bay" prepared by Gustin, Cothorn & Tucker showing a proposed development of 29 residential lots to be developed on the property together with certain adjacent property.
2. BBDC hereby approves the use of a portion of the property subject to the Restrictive Covenants for mini-warehouses provided that prior to commencement of site improvement or construction of said mini-warehouses, owner must comply with said paragraphs 2 and 4 of the Restrictive Covenants and submit to BBDC for its review and approval the site plan, landscaping plan and building plan showing exterior elevations, building materials and colors.
3. BBDC hereby approves that the remaining property subject to these Restrictive Covenants may be developed for commercial or retail uses and for purposes other than a church, house of worship or related facilities, provided, however, that the specific commercial or retail use, the site plan, the landscaping plan, and building plan must be submitted to BBDC and shall be subject to approval by BBDC in its sole discretion.
4. The property subject to these Restrictive Covenants and not included in the plan for residential subdivision, mini-warehouses or commercial use, but which is presently used for residential purposes, shall hereby remain subject to these Restrictive Covenants and no change in use may be made therein without the approval of BBDC.
5. Except as modified hereby, these Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum has been executed this 12th day of January, 1996.

Signed, sealed & delivered  
in the presence of:

  
Witness - Rebecca L. Coley  
  
Witness - Paige N. Parker

BLUEWATER BAY DEV. CO., LTD.  
By: Europco Management Company  
of America, its General Partner

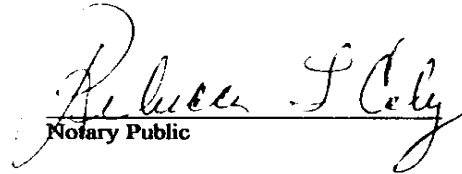
By:   
Jerome A. Zivan, President

STATE OF FLORIDA  
COUNTY OF OKALOOSA

**\*\* OFFICIAL RECORDS \*\***  
BK 1973 PG 1177

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared; Jerome A. Zivan as President of Europco Management Company of America which is General Partner of Bluewater Bay Development Co., Ltd., to me well known to be the person described in and who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of January, 1996.

  
Notary Public

(SEAL)

My Commission Expires:



REBECCA I. COLEY  
My Commission CC306600  
Expires Aug. 06, 1997

**\*\* OFFICIAL RECORDS \*\***  
**BK 1973 PG 1178**

**Parcel H**

**Parcel 1:**

A parcel of land lying in Section 23, Township 1 South, Range 22 West, Okaloosa County, Florida, and being more particularly described as follows:

Commencing at the Easternmost corner of Parkwood Square Phase 1 at Bluewater Bay, according to the plat thereof as recorded in Plat Book 13, Page 85, Public Records of Okaloosa County, Florida (said Easternmost corner lying on the Southwesterly boundary of Blue Pine Village Phase III, according to the plat thereof as recorded in Plat Book 11, Page 86, of aforesaid Public Records); thence run South 49°59'58" East (reference bearing) along the Southerly boundary of said Blue Pine Village Phase III (and a Southeasterly extension thereof being the Southwesterly boundary of Blue Pine Village Phase II, according to the plat thereof as recorded in Plat Book 10, Page 51) for 462.10 feet to the Point of Beginning; thence continue South 49°59'58" East along said boundary for 131.83 feet; thence departing said Southwesterly boundary line run South 00°50'59" West for 672.35 feet; thence run North 49°59'10" West along a line which is 300.10 feet Northeasterly of and parallel to the Northeasterly right-of-way line of Florida State Road No. 20 (R/W width varies) for 555.97 feet to its intersection with the Easterly right-of-way line of White Point Extension North (60' R/W); thence run North 39°56'23" West along said Easterly right-of-way line for 50.00 feet; thence run North 39°57'48" East for 471.27 feet to the Point of Beginning.

**Parcel CM-5A**

**Parcel 2:**

A parcel of land lying in Section 23, Township 1 South, Range 22 West, Okaloosa County, Florida and being more particularly described as follows:

Commencing at the Easternmost corner of Parkwood Square Phase 1 at Bluewater Bay, according to the plat thereof as recorded in Plat Book 13, Page 85, Public Records of Okaloosa County, Florida, (said Easternmost corner lying on the Southwesterly boundary of Blue Pine Village Phase III, according to the plat thereof as recorded in Plat Book 11, Page 86, of aforesaid Public Records); thence run South 49°59'58" East (reference bearing) along the Southerly boundary of said Blue Pine Village Phase III (and a Southeasterly extension thereof being the Southwesterly boundary of Blue Pine Village Phase II, according to the plat thereof as recorded in Plat Book 10, Page 51) for 593.93 feet; thence departing said Southwesterly boundary lines run South 00°50'59" West for 672.35 feet to the Point of Beginning; thence continue South 00°50'59" West for 116.08 feet; thence run North 49°59'10" West for 629.16 feet to the Easterly right-of-way line of White Point Extension North (60' R/W); thence North 39°56'23" East along said Easterly right-of-way line for 90.00 feet; thence departing said Easterly right-of-way line run South 49°59'10" East for 555.97 feet to the Point of Beginning.

**FILE # 1458073 RCD: Jan 16 1996 @ 08:57AM**  
**Newman C. Brackin, Clerk, Okaloosa Cnty Fl**

