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** OFFICIAL RECORDS **
BK 1501 PG 1139

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
PARKWOOD LANE
BLUEWATER BAY, FLORIDA

THIS DECLARATION is made on the date hereinafter set forth by
BLUEWATER BAY PROPERTIES, LTD.,

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property at
Bluewater Bay, Okaloosa County, Florida, which is more
particularly described on Exhibit A attached hereto and made a
part hereof; and;

WHEREAS, the Declarant intends to develop the property and to
convey the property by individual parcels, by reference to a
plat, and;

WHEREAS, the Developer intends a common development plan or
scheme to be followed throughout the property;

NOW THEREFORE, Declarant hereby declares that all of the real
property described above 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

- A. "Association" shall mean and refer to the Parkwood Lane Home Owners Association, Inc., it's successors and assigns.
- B. "Owner shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any residence which is a part of the Property, including contract purchaser, but excluding those having such interest merely as security for the performance of an obligation and including the Declarant while it owns a residence.
- C. "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.
- D. "Common Area" shall mean all the real property designated as "Common Area" on the Plat of Parkwood Lane and all other real and personal property (including the improvements thereto) hereafter dedicated to or owned by the Association.
- E. "Residence" shall mean and refer to any plot of land shown upon the recorded subdivision plat of the Property and all improvements thereon with the exception of the Common Area, said plat being recorded in the Official Records of Okaloosa County, Florida.
- F. "Declarant" shall mean and refer to Bluewater Bay Properties, Ltd., its designated successors and assigns.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner and invitee shall have a right and easement of enjoyment and use in and to the Common Area, which easement shall be appurtenant to and shall pass with the title to every residence, subject to the following provisions:

- a. The right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his residence is past due.
- b. The right of the Association to sell or dedicate or transfer all or any part of the Common Area for such purposes, subject to receiving the affirmative approval of two thirds (2/3) of Class A members and the Declarant, if the Declarant is the Owner of a residence, agreeing to such sale of dedication or transfer.

Section 2. Delegation of Use. Subject to rules of the Association, an Owner may delegate his right of enjoyment and use of the Common Area to the members of his family, his guests and his tenants. However, in the event of the delegation of such use, the Owner shall remain responsible for the acts of those who exercise the right at the owner's invitation.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be a member of the Association and shall be subject to this Declaration and the By-laws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any residence.

Section 2. Classes of Membership. The Association shall have two classes of voting membership.

- a. Class A. Class A members shall be all Owners, with the exception of the Declarant while Declarant is a Class B member, and shall be entitled to one vote for each residence owned. When more than one person or entity holds an interest in any residence, the vote for such residence shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any residence.
- b. Class B. The Class B member shall be the Declarant and

its designated successors and assigns and shall be entitled to three (3) votes for each residence owned. The Class B membership shall cease and be converted to Class A membership when Declarant or its designated successor or assigns no longer is the record owner of a residence or July 31, 2001 or such sooner date as Declarant may waive in writing the rights given to a Class B member by these covenants.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

- a. Each Owner, including the Declarant, shall pay to the Association when due all assessments levied by the Association.
- b. All assessments, together with the maximum legal rate of interest from the due date, costs of collection and reasonable attorney's fees, shall be a charge rendered on the residence against which it is assessed and shall be a continuing lien upon the residence against which each assessment is made. Each such assessment shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
- c. The maximum annual assessment each year may not be increased greater than ten percent (10%) above the annual assessment for the preceding year without the approval of two thirds (2/3) of each class of members either by a vote at a meeting called for that purpose or by written approval.
- d. The Association, at its option, may enforce collection of delinquent assessments including interest from the due date at the maximum legal rate, costs of collection

and reasonable attorney fees by suit at law, or by foreclosure of the lien securing the assessment or by any other competent proceeding.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be for the purpose of providing for (1) the maintenance, operation, repair and replacement of the Common Area and improvements thereon; (2) the landscaping of the Common Area and the maintenance of such landscaping in a first class condition, including but not limited to, grass cutting, fertilizing and planting; (3) capital improvements to the Common Area; (4) Insurance coverage as determined herein; (5) utility charges and deposits; (6) the promotion of health, safety and welfare of the Property; (7) taxes on the Common Area; (8) such other expenses incidental or necessary (i) to the operation maintenance, improvement and well being of the Property in a first class condition including payment of a reasonable landscaping and maintenance expense of Bluewater Boulevard from Highway 20 to Range Road; and (ii) to the carrying out of the provisions in this Declaration and the By-Laws of the Association.

Section 3. Residence Assessments. The Association shall levy assessments in accordance with this Declaration and the By-Laws of the Association.

Section 4. Rate of Assessments. Expenses of Association related to the Common Area, including improvements thereon shall be uniformly assessed against all residence. Expenses of the Association directly connected only with residences on which the improvements have not been completed shall be uniformly assessed against all such residences. All other expenses of the Association shall be uniformly assessed against all such residences, with completed improvements thereon, except as otherwise provided herein. Unless it's membership is later expanded, the Association shall not pay more than 8% of the

annual cost of maintaining Bluewater Boulevard; which expense shall be uniformly assessed against all residences.

Section 5. Effect of Non-use. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his residence.

Section 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 residence or its improvements. Sale or transfer of any residence shall not affect the assessment lien except that the sale or transfer of any residence pursuant to a mortgage foreclosure or deed in lieu of foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. However, the amount of such extinguished assessments may be added to the annual assessments for all residences. No sale or transfer shall relieve such residence from liability for any assessments thereafter becoming due or from the lien thereof.

Section 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.

ARTICLE V
THE ASSOCIATION

Section 1. Powers. The Association shall have the powers enumerated in the By-Laws of the Association and such other powers as necessary and incidental to operate the Association and carry out the duties and responsibilities of the Association.

Section 2. Duties. It shall be the duty and obligation of the Association to (1) keep the Common Area in a first class condition; (2) maintain and operate the Property and the Association pursuant to this Declaration and the By-Laws of the Association; and (3) perform such other duties and obligations

imposed upon it by this Declaration and the By-Laws of the Association.

ARTICLE VI
COVENANTS AND RESTRICTIONS

Section 1. Residence Only. Each parcel shall only be used for residential purposes.

Section 2. Approval. No building, fence, wall, driveway, swimming pool or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected, nor shall any additions to or exterior change or alteration of appearance be made to any existing structure or building unless and until building plans and specifications covering same, showing the nature, kind, shape and height, size, materials, floor plans, exterior color schemes, location and orientation and square footage, construction schedule and such other information as the Declarant shall require, have been submitted to and approved by the Declarant pursuant to Article X, Section I hereof. The Declarant shall have the absolute and exclusive right to refuse to approve any such building plans and specifications which are not suitable or desirable. Construction must be in accordance with the plans as approved.

- a. Minimum Square Footage for any Principal Residence. (i) No one-story residence shall be erected or allowed to remain on any lot unless the enclosed heated and cooled area thereof, exclusive of screened porches, garages, storage rooms, shall equal or exceed 1000 square feet. (ii) No one and one-half story residence, no split-level residences and no two-story residences shall be erected or allowed to remain on any lot unless the heated and cooled area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 1400 square feet and further provided that the first floor thereof contain a minimum of 900 square feet. (iii) No lot clearing or construction of any kind, including but

not limited to construction of main structure, garages, fences or ancillary structures, shall be permitted to commence or allowed to remain on any lot until the plans, design, colors and location of said improvements on the lot have been approved by Developer acting through the Bluewater Bay Architectural Review Committee or such other representative as Developer may designate from time to time.

- b. Setback For All Structures. No building or any type or kind of permanent structure (except drivers and walks) or any part of same, shall be erected, placed or allowed within the front building setback which is hereby established as being a line parallel to any street right-of-way on which the lot abuts and 30 feet equidistant from the closest edge of said right-of-way; or closer to any interior side lot line than a distance of 5 feet; or closer than 30 feet to any rear lot line. The developer may, in its sole discretion, modify the setbacks required hereby in order to permit the construction of improvements in cases where Developer believes that setback modifications are appropriate.

Section 3. Quality Design and Color. Unless specifically approved in writing by the Declarant, all buildings to be either constructed, repaired, painted or changed on the exterior shall be substantially equal to the quality of materials and color as all other buildings on the property. Notwithstanding anything contained in Article X, Section I, the failure by the Declarant to respond within 30 days of the date of request for approval under this section shall be deemed to be a denial of such request.

Section 4. No Parking of Vehicles or Boats. Unless permitted from time to time by rules of the Association, no vehicles of any kind, boats or any offensive objects may be parked on road right of ways, on the Common Area, or on the driveways serving a residence except that passenger cars may be parked on concrete driveways serving the residence. Boats, trailers and mobile homes may be kept completely inside a garage, but no boats, trailers or mobile homes shall be maintained or kept on the

driveway or yards of a residence.

** OFFICIAL RECORDS **
RK 1501 PG 1147

Section 5. Window Air Conditioners. Unless the prior approval of the Declarant has been obtained, no window air-conditioning units shall be installed.

Section 6. Types of Signs. No sign of any character shall be displayed or placed upon any residence except as approved by the Declarant and except one "FOR SALE" signs of reasonable size, design and color to be placed upon said residence facing the abutting street by an owner-resident or his agent to facilitate the sale of the residence. The Declarant may enter upon any residence and summarily remove any signs which in its sole discretion do not meet the provision of this section.

Section 7. Commercial Signs. Nothing contained herein shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses or other structures as the Declarant may deem advisable for development, marketing or sales purposes including using one or more garages for sales offices.

Section 8. Aerials and Antennas. No television aerial or antenna nor any other exterior electronic equipment or devices of any kind shall be installed or maintained on a residence except during the period of construction.

Section 9. Mail Boxes. Only a mail box or newspaper box approved by Declarant may be used. No other receptacle of any kind for use in the delivery of mail or newspapers or similar material may be used.

Section 10. Pets. Pets are not permitted except as provided for below. Not more than two dogs, or two domesticated cats, or two birds may be kept at or in a residence. No animals of any kind

may be kept for any commercial or breeding purpose. If, in the sole opinion of the Association, the animal or animals become dangerous or constitute an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept at the residence, whether or not they are otherwise permitted. Birds shall be kept caged at all times. All pets must be kept under control when outside and not permitted to roam free. Birds must be in a cage when outside.

Section 11. No Offensive Activities. No illegal, noxious, or offensive activity shall be permitted or carried on in any part of said Property, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said Property or road right-of-ways. Except on the day of collection, trash containers shall be kept either inside or within a designated area.

Section 12. Clothes Line. Clothes lines are not permitted.

Section 13. Well Limitation. No artesian wells may be drilled or maintained on any residence except as permitted by the Association. Each Owner shall pay when due the periodic charges or rates for the furnishing of sewage collection and disposal service. No septic tank or other private sewage disposal unit shall be installed or maintained on any residence and no sewage shall be discharged into the open ground or into any river, marsh, pond, park, ravine, drainage ditch or canal access way.

Section 14. Water Service. Each residence owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof.

Section 15. Resubdividing or Replatting of Lots. Declarant

reserves the right to change the boundary lines between two or more residences and to take such other steps, including relocating easements and rights of way and amending the plat in any way deemed desirable by Declarant except that Declarant may not amend the plat to change the boundaries of any residence not owned by Declarant.

Section 16. Street Lighting. The cost of operating and maintaining street lighting shall be an expense of the Association.

Section 17. Lot Appearance. The Owner of each residence shall keep such residence free of trash and rubbish and shall keep such residence at all times in a neat and attractive condition. In the event the Owner fails to comply, the Association shall, after giving written notice to the Lot Owner, have the right, but no obligation, to go upon such residence and remove rubbish and any unsightly or undesirable things and object therefrom, and to do any other things and perform and furnish the labor necessary or desirable in its judgement to maintain the residence in a neat and attractive condition, all at the expense of the Owner, which expense shall be payable by such Owner to the Association on demand and shall be a lien on the residence until paid.

Section 18. Landscaping. The landscaping on each residence, including but not limited to, the cutting of grass, the planting and removing of plants, fertilizing, and maintenance of water irrigation systems shall be the responsibility of the Owner. The front yards (extending to the edge of pavement on the adjacent street) and the side yards (extending to the rear setback of the improvements) must be sodded, which work must be completed within thirty days of completion of construction of a home.

Section 19. Exterior Appearance. Each Owner shall be responsible for maintaining the overall exterior appearance of his home. The maintenance shall include but not be limited to

painting, roof repair, clean windows, replacement/repair of exterior materials, and general upkeep of the home. If Owner fails to close, the Association shall have the right but not the obligation to repair or maintain such items, in which event the expense shall be payable by the Owner to the Association on demand and shall constitute a lien on the residence until paid.

Section 20. Waiver of Covenants and Restrictions. Declarant reserves the right to release any residence from any part of the covenants and restrictions contained in this Article VI as Declarant determines in its sole judgement.

ARTICLE VII
INSURANCE

Section 1. Insurance Coverage. The Association shall obtain such insurance as required by law and may obtain such other insurance on the Common Area as it deems in its discretion to be in the best interest of the Association or the Owners.

Section 2. Insurance by Owner. Each residence Owner must obtain property damage insurance equal to the full replacement value of his residence and contents and other such casualty and liability insurance as required.

Section 3. Cost of Association Insurance. Common Area insurance shall be an expense against all Owners. In the event the cost to the Association of insurance coverage is increased because of the action or inaction of an Owner, his family, guest, or tenants, then such increase shall be an additional assessment against the Owner.

Section 4. Named Insured. The name insured on all policies of insurance obtained by the Association shall be the Association for property owned by the Association and shall be the Association as agent for all of the Owners and their mortgagees, as their interest may appear, for property owned by the Owners.

Section 5. Insurance Proceeds. All insurance proceeds received by the Association shall be held by the Association in trust for the purposes for which they are intended.

ARTICLE VIII
DAMAGE AND REPAIR

Section 1. Rebuilding. The rebuilding and repairing of all damaged property shall be subject to the provisions of Article VI, Section 2 and Section 3 and all other provisions in this Declaration. In the event of damage to a residence, the Owner thereof shall promptly, within ten (10) days of the damage, remove all debris and clear the residence or Lot of all unsightly materials. Rebuilding or repair shall commence within thirty (30) days of the damage, shall be carried on continuously and with no interruptions, and shall be completed within (120) days of commencement.

Section 2. Damage to Common Area. In the event any of the Common Area is damaged, the Association shall cause such Common Area to be repaired or rebuilt unless eighty percent (80%) of the votes entitled to be cast in the Association vote within 60 days of said casualty not to repair or rebuild such Common Area.

ARTICLE IX
EASEMENTS

Section 1. Recorded Easements. The residence and Common Area shall be subject to all easements recorded in the Official Records of Okaloosa County and the Plat of Parkwood.

Section 2. Utility Easements. The Declarant for itself and its successors and assigns, hereby reserves and is given an easement, privilege, and right on, over and under the ground to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or

for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all of the easements shown on said plat (whether such easements are shown on said plat to be for a specific purpose or general purpose) and on, over and under a five (5) foot strip at the back and sides of each Lot and on, in, over and under designated easements. The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this Section, shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the Lot which is subject to said privileges, rights and easements. The Declarant reserves the right to designate the users of all such easements.

Section 3. Drainage Areas to Remain. Any drainage area or depressions constructed by the Developer, or designed but not constructed, are designed to benefit the property. Those areas must be presented by the Owner according to the drainage plans of the subdivision. The Association has the right to amend the drainage plans and install drainage berms on the easements provided along property lines.

Section 4. Easement Over Lots for Maintenance. Each Owner grants an easement to the Association at reasonable times to go on his Lot to perform the maintenance and landscaping work as required in this Declaration. The Association may designate others to use such easement for the purpose of performing the work.

Section 5. Covenant Running With the Land. The easements granted and reserved in this Article IX shall be perpetual (unless otherwise stated), and covenants running with the land and be a burden upon the Property.

ARTICLE X
MISCELLANEOUS

Section 1. Approval. Wherever in this Declaration the consent or approval of the Declarant of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Declarant or Association, as the case may be. Such request shall be personally delivered or if by mail then sent to the Declarant or Association by Certified Mail with return receipt requested. In the event the Declarant or Association fails to act on any such written request within 30 days after the same has been submitted as required above, the consent or approval to the particular action sought in such written request shall be presumed, except as provided in Article VI, Section 3; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the provisions of the Declarant.

Section 2. Declarant May Designate A Substitute. The Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved or under the provisions herein contained; provided, however that on the date the Declarant, or its designated assigns, no longer is the record owner of a residence in Parkwood Place, all of the rights, powers, privileges, authorities and reservations given or reserved to the Declarant in the Declaration shall automatically pass to the Association.

Section 3. Amendments by Declarant. The Declarant reserves and shall have the right (a) to amend this Declaration but all such amendments shall conform to the general purposes and standards herein contained; (b) to amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the

provision contained herein; and (c) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the said property which do not lower the standards of the covenants and restrictions herein contained.

Section 4. Amendment of Declaration of Class A Members. The Class A members of the Association may amend this Declaration only with the written consent of the Declarant, for as long as the Declarant shall own a residence, and with the vote of seventy five percent (75%) of the votes entitled to be cast by the Class A members.

Section 5. Remedy for Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, the Declarant or the Association may (1) prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such provision or (b) maintain a proceeding in equity against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, or the Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Residence owners found in violation of these restrictions shall be obliged to pay attorney's fee to the successful plaintiff in all action seeking to prevent, correct or enjoin such violations or in damage suits thereon.

Section 6. Severability. All provisions contained in this

Declaration shall be deemed several and independent. The invalidity of one or more or any part of one provision shall in no way impair the validity of the remaining provisions or part thereof.

Section 7. Right to Remedy Violations. In the event of the violation of any of the provisions of this Declaration or the failure by an Owner to do any act required herein, the Association shall have the right to enter upon said residence to correct or remove such thing or condition that is contrary to intent and meaning of this Declaration, or do such act as required herein, at the expense of the Owner of such residence, and the Association shall not be deemed guilty of any trespass or tort. In the event the Association expends any sum in correcting such violations or performing such acts, then the Association may assess such sum against the residence.

Section 8. Rules and Regulations. The Association may adopt and amend from time to time such rules and regulations as it deems in the best interest of Parkwood Lane, provided such rules and regulations do not conflict with this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 3RD day of APRIL, 1984.

Bluewater Bay Properties, Ltd.
By: Europco Management Company of
America, it's General Partner

By: David C. Weaver
David C. Weaver
Senior Vice President

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 3RD day of APRIL, 1984 by David C. Weaver,
Senior Vice President of Europco Management Company of America.

Notary

My comm

NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INS. END.

NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INS. END.

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

Lots 1 through 50, Parkwood Lane at Bluewater Bay, according to the plat thereof as recorded in Plat Book _____, Page _____, Public Records of Okaloosa County, Florida, Parkwood Lane at Bluewater Bay, further described as follows:

Beginning at the G. L. O. monument marking the Northeast corner of the Northwest 1/4 of Section 23, Township 1 South, Range 22 West, Okaloosa County, Florida, thence run South 89° 04' 00" East along the North line of said Section 23, 708.10 feet to its intersection with the Westerly right-of-way line of Bluewater Boulevard; thence along said right-of-way line the following courses: South 49° 44' 00" East 103.02 feet to the point of curvature of a curve concave to the Southwest and having a radius of 94.00 feet; thence along said curve in a Southeasterly direction through a central angle of 50° 40' 00" (chord = 80.44 feet, chord bearing = South 24° 24' 00" East) an arc length of 83.12 feet to the point of tangency of said curve; thence South 00° 56' 00" West 177.00 feet to the point of curvature of a curve concave Easterly and having a radius of 429.14 feet; thence along said curve in a Southeasterly direction through a central angle of 32° 28' 46" (chord = 240.02 feet, chord bearing = South 15° 18' 23" East) an arc distance of 243.27 feet to the point of tangency of said curve; thence South 31° 32' 46" East 34.36 feet; thence departing said right-of-way line, run North 86° 52' 15" West 189.98 feet to the point of curvature of a curve concave Northeasterly and having a radius of 553.74 feet; thence along said curve in a Northwesterly direction through a central angle of 24° 25' 45" (chord = 234.31 feet, chord bearing = North 74° 39' 23" West) an arc distance of 236.10 feet to the point of tangency of said curve; thence North 62° 26' 30" West 184.04 feet to the point of curvature of a curve concave to the Southwest and having a radius of 1097.44 feet; thence along said curve in a Northwesterly direction through a central angle of 26° 37' 30" (chord = 505.40 feet, chord bearing = North 75° 45' 15" West) an arc distance of 509.97 feet to the point of tangency of said curve; thence North 89° 04' 00" West 131.17 feet; thence North 01° 22' 01" East 310.00 feet to the aforesaid North line of Section 23; thence South 89° 04' 00" East along said line 294.17 feet to the Point of Beginning. Lying in Section 23, Township 1 South, Range 22 West, Okaloosa County, Florida.



FILE# 1030124
OKALOOSA COUNTY, FLORIDA

RCR: APR 5 1989 @ 9:22 AM
NEWMAN C. BRACKIN, CLERK