

**\*\* OFFICIAL RECORDS \*\***  
**BK 2216 PG 3714**

This instrument was prepared by:

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**Newman C. Brackin, Clerk, Okaloosa Cnty Fl**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
REFLECTIONS AT BLUEWATER BAY  
HOMEOWNERS' ASSOCIATION, INC., A TOWNHOUSE PROJECT**

THIS DECLARATION, made by **SPG ENTERPRISES, INC.**, a Florida corporation, referred to in these covenants as "Declarant".

WHEREAS, Declarant is the owner of fee simple title in certain real property located in Okaloosa County, Florida, called in the covenants the "Reflections Townhomes" described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART  
THEREOF BY REFERENCE.

FURTHER, Declarant hereby declares, that all of the real property described in the plat of REFLECTIONS TOWNHOMES, a townhouse project, to 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 and interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

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69.00

**ARTICLE I. DEFINITIONS.**

1.1 "ASSOCIATION" shall mean and refer to REFLECTIONS AT BLUEWATER BAY HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

1.2 "COMMON AREA" shall mean all real property and/or easements owned by the association for the common use and enjoyment of the owners more fully described in the plat of REFLECTIONS TOWNHOMES, a townhouse project. The improvements of the common areas are described as roadway, driveway and parking area, certain easements and walkway areas, street lighting, and other improvements as may be constructed.

1.3 "DECLARANT" shall mean and refer to SPG ENTERPRISES, INC., its successors and/or assigns.

1.4 "LOT" shall mean and refer to any numbered plot of land described as Unit/Lots 1 through 32, inclusive, of the plat of REFLECTIONS TOWNHOMES, a townhouse project, or as amended by Declarant.

1.5 "OWNER" shall mean and refer to the record owner, whether one or more person or entity, of the fee simple title to any lot which is apart of the property.

1.6 "PLAT" shall mean and refer to the plat of Reflections Townhomes, in Bluewater Bay, Okaloosa County, Florida.

1.7 "PROPERTIES" shall mean and refer to that certain real property included on the plat and such additions thereto as may hereafter be brought within the jurisdiction of the association.

1.8 "UNIT" or "TOWNHOUSE" shall mean each single residential dwelling that has been constructed upon a lot, making it a dividable part of the properties.

**ARTICLE II. EASEMENT AND RESTRICTIONS**

Every owner/lessee shall have a right to the quiet enjoyment in and to his/their individual lot, subject to the following provisions:

2.1 Easement. An easement is reserved for the owners, tenants, lessees, business invitees, guests and others of each of the townhouse lots described herein to cross, use and enjoy consistent with their purpose that portion of the real property which is within 10 feet of the rear property line of units 1 through 24 and within 3 feet of the center line between each building.

2.2 Utility Easement. A utility easement is reserved by, through and across each and every lot for the installation and maintenance of utilities and utility lines as they presently exist or as they

may exist in the future, including, by not limited to water, electrical, gas sewage, T.V. cable, condenser units and telephone lines. Such easement shall inure to the benefit of all of the owners of the townhouse lots and to the Declarant.

2.3 Drainage Easement. There are swails and other drainage improvements installed by the developers to facilitate the natural flow of surface water around buildings. The existing swails and drainage improvements are easements for the entire property, and are not to be disturbed by the owners of the lots on which they are located. Because these drainage facilities are to serve the entire property, any owner may enforce these provisions, and the Association is specifically charged with the responsibility to maintain and preserve these areas and facilities.

### **ARTICLE III. PROPERTY RIGHTS**

3.1 The common area marked on the plat shall be subject to the exclusive control and management of the Association, for the joint use of all owners.

### **ARTICLE IV. RESTRICTIONS & COVENANTS** **RULES AND REGULATIONS**

These restrictions shall apply to all land described in this Declaration and any additional land encompassed by the same Association.

4.1 Vehicles and Boats. No Construction vehicles or equipment shall remain parked on any lot within this subdivision unless in a garage. No Travel trailers or recreational vehicles shall be used as a permanent residence while parked on any lot in the subdivision or used as a temporary or permanent residence while parked on any street in the subdivision. No house trailers shall be permitted to remain within the limits of this subdivision. Travel trailers, recreational vehicles, boats and bcats on trailers may not be parked permanently on any lot in the subdivision, and no vehicles of any sort shall be permanently parked on any street.

4.2 Sign Restrictions. Only the normal sign showing name and/or address of the resident shall be displayed permanently to the public on any residential lot. Temporary signs may be placed on the property advertising a home for sale or rent. Such a sign may be placed on the property by a builder or realtor to advertise the property during the construction and sale.

4.3 Mailboxes. Mailboxes may be provided in a bank or group of mailboxes by the Developer. The Declarant, or in his absence the Association, shall have the right to assign a box to ach unit owner, if constructed by the developer.

4.4 Refuse. No garbage, rubbish, trash, ashes, refuse, inoperative vehicles (that have been inoperative for more than thirty days), junk or other waste shall be thrown, or permitted to remain any place on the property. All garbage shall be kept in sanitary containers, as may be

prescribed by the Board of Directors of the Association, and said containers shall be hidden from view except on collection days.

4.5 Pets and Animals. No person shall have, keep or maintain on any lot as defined herein any fowl or animal, domestic or otherwise, except two (2) domestic house pets. Such animals shall not be permitted to trespass upon the common area or another lot without the consent of such lot owner or, as to the common areas, without the consent of the Board of Directors of the Association. Such animals must be on a leash at all times when not confined. Violation of this requirement shall cause the imposition of such fine as the Board of Directors shall judge reasonable and shall be added to the assessment of the lot where the animal is usually kept.

4.6 Clotheslines. No structure or apparatus may be constructed for the outdoor drying of laundry or wash.

4.7 Excavation. No excavation, except such as is necessary for the construction of improvements, shall be permitted, nor shall any hole of any kind remain on any lot.

4.8 Noxious or Offensive Activities. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. In addition, no noises are to be created on any lot which would offend a person of ordinary sensibilities.

4.9 Fuel Tanks. No fuel tanks of any kind shall be erected, placed or permitted on any part of any lot, except small gas tanks for the operation of a barbecue grill, or a small gasoline can for lawn equipment.

4.10 Lot Appearance. The owner of each lot, whether such lot be improved or unimproved, shall keep such lot and the area between the property line of the lot and the paved surface of any abutting street free of trash and rubbish, and shall at all times keep such lot and adjacent area bordering the paved surface of a street in a neat and attractive condition. In the event the owner of any lot fails to comply, the Declarant and/or Owner's Association, shall, after giving written notice to the property owner, have the right, but not the obligation, to go upon such lot and adjacent area and remove the rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain or to place the property and adjacent area in a neat and attractive condition, all at the expense of the owner of such lot. The expense shall be payable by such owner to the Declarant or Architectural Control Committee on demand.

4.11 Re-subdividing. No lot shall be re-subdivided except with the consent of the Architectural Control Committee.

4.12 Minor violations. The Declarant shall have the right to waive any minor violation of these covenants, such persons having the right to exercise their discretion in determining what are minor violations which, however, shall not be construed to permit waiver of an entire covenant.

4.13 Landscaping. Natural landscaping shall be encouraged and maintained where consistent with the overall landscape plan for the property. However, the entire lot, including that portion of the lot between the street pavement and the right of way line, shall be landscaped, irrigated, and maintained by each lot owner. It shall be the goal of the Declarant, its agents or assigns, in the approval of any landscaping plan, to preserve all existing trees where possible. All requests for approval of tree removal or changes in landscaping shall be submitted to the Declarant, its agents or assigns, along with a plan showing generally the location of such tree(s). In reviewing building plans, the Declarant, its agents or assigns, shall take into account the natural landscape such as trees, shrubs and palmettos and encourage the Owner to incorporate them into this landscaping plan.

4.14 Window Air Conditioning Unit. No window or wall air conditioning units shall be permitted.

4.15 Antennas. No aerial masts, towers, satellite dishes or antennas shall be placed or erected upon the front of any Lot, or affixed in any manner to the exterior of any dwelling or structure.

4.16 Lighting. No lighting shall be permitted which alters the residential character of the Property. No lighting of outdoor activity areas shall be permitted without the approval of Declarant, its agents or assigns.

4.17 Reconstruction or Renovations. Following completion of construction, an Owner of a lot may not cause or permit any alteration, modification, renovation or reconstruction to be made to the structural components, roof, or exterior appearance of his dwelling, including driveways and parking areas and including the installation of window air conditioners, nor make any additions to the exterior of his dwelling without the prior written approval of the Declarant, its agents or assigns, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or better quality as originally installed as part of the construction.

4.18 Condition of Unit. Each Owner of a townhouse lot covenants and agrees to keep the exterior of his unit and other outside improvements located on his property, except as otherwise provided herein, in a neat, orderly and clean condition. Such owner further covenants that he shall make no changes or additions to the exterior of said townhouse unit which affects the structure, design or color except as provided herein.

4.19 Comply with Regulations. All townhouse units and lots shall be maintained in good repair and kept clean and sanitary at all times. No nuisance or violation of any rules or regulations of the State Board of Health or any professional organization or governmental agency shall be permitted.

4.20 Odors and Vapors. No odors or vapors shall be permitted or caused to emanate from any townhouse unit, nor offensive conduct be carried on in the Development.

4.21 Transient Rentals. There shall be no transient rentals. Transient rentals are defined as rentals in duration of less than six months. All leases of units within this property shall be deemed to include by reference a provision that incorporates this Declaration.

#### **ARTICLE V. ASSOCIATION POWERS AND RESPONSIBILITIES**

The operation of the Association shall be vested in the REFLECTIONS AT BLUEWATER BAY HOMEOWNERS' ASSOCIATION, INC., a non-profit Florida corporation.

5.1 The operation of the Association shall be vested in the Reflections at Bluewater Bay Homeowners' Association, Inc., a non-profit association. Each owner shall have the legal obligation to care for and maintain all of his lot. However, the Declaration shall serve as an assignment to the Association of certain of the duties which otherwise would be performed by the owner. Such duties hereby assigned include the following:

- a. Maintenance of all roofs and exterior finishes of buildings, except glass, skylights and garage doors.
- b. Maintenance of exterior decking on each unit.
- c. Maintenance of common areas and exterior lighting within the property but not attached to the unit.
- d. Maintenance of landscape on common areas, and, if undertaken by the Association, on individual lots.
- e. The Association may ensure all improvements except the contents of buildings, and shall act as representative of the owners to obtain, pay for, collect and disburse said coverage in accordance with the insurance provisions herein.

5.2. No unit owners, except as an officer of the Association shall have any authority to act for the Association.

5.3. The powers and duties of the Association shall include those set forth herein, in the By-Laws and the Articles of Incorporation, but in addition thereto, the Association shall have:

- a. The irrevocable right to have access to each townhouse unit from time to time during reasonable hours as may be necessary for making emergency repairs therein or for making emergency repairs therein necessary to prevent damage to the commonly used elements or to another unit or units;
- b. The right to make and collect assessments, to maintain, repair and replace the commonly used elements and to maintain an adequate reserve fund for the same;

c. The duty to maintain accounting records according to good accounting principles which shall be open to inspection by townhouse owners at all times; and

d. The right to prescribe and enforce such rules, covenants, regulations and restrictions as are specified herein at Article IV, and to amend said rules and restrictions from time to time as it considers essential.

#### **ARTICLE VI. MEMBERSHIP AND VOTING RIGHTS**

6.1 At such time as a unit is actually completed on any lot then that owner of said improved lot shall become a member of the Association and shall be entitled to one vote for each lot owned and that lot shall be subject to an assessment provided herein except that the Declarant shall not be liable for any assessment until two years from date said lot owned by Declarant becomes an improved lot. When more than one person holds an interest in any one lot, all such persons shall be members. The vote for such lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any one lot. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

6.2 The townhouses shown on the plat of Reflections at Bluewater Bay are intended to be built as phases. Each building is to be a separate phase. There is no requirement for the developer to build any phase, or to continue with the development as shown on the plat. Developer have the absolute discretion to change the scheme of development, including the right to change the style, shape, or size of any building, or to discontinue the development. There shall be no limitation on the time for development of any phase after those initially constructed.

#### **ARTICLE VII. COVENANT FOR MAINTENANCE ASSESSMENTS**

7.1 Creation of the Lien and Personal Obligations of Assessments. The owner of each lot within the properties hereby covenants by acceptance of a warranty deed, whether or not it shall be so expressed in such warranty deed, to pay the Association: (a) annual assessments or charges; (b) special assessments for capital improvements or emergency maintenance, such assessments to be established and collected as hereinafter provided, and (c) special assessments imposed upon an individual lot owner for repair or maintenance necessitated by the willful or negligent act of the owner, his family, or their guest, tenants or invitees. The annual and special assessments together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees for collection and foreclosure 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.

7.2 Purpose of Assessments.

a. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the owners in the properties and for the improvement and maintenance of the commonly used areas and of the units upon the properties.

b. In addition to maintenance on the commonly used areas, the Association may assess for the purpose of the Association's administrative expenses, purchase of insurance and to assure compliance with the terms and conditions of the Declaration of Restrictive Covenants, Conditions, Restriction and Easements by an owner.

c. In the event that the need for maintenance or repair is caused by a breach to this Declaration, or through the willful or negligent act of the owners, his family or guests, or invitees, the costs for such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

7.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be \$660.00, payable quarterly (\$165.00) or at such times as may be determined by the Board of Directors of the Association. There shall be a working capital fund paid at closing to the Association by the owner equal to two months assessment for that unit.

7.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the commonly used areas including fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Board of Directors.

7.5 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis except special negligence assessment referred to in Section 3 may increase an individual lot owner's assessment.

7.6 Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to constructed units on the first day of the month following their conveyance. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto.

7.7 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of twelve

(12%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the commonly used areas or abandonment of his lot. In addition to interest, The Association may charge a late payment penalty for any payment made more than 15 days after the due date.

7.8 Subordination of the lien to the Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

### **ARTICLE VIII. ARCHITECTURAL CONTROL**

8.1 There is hereby created an Architectural Standards Committee. It shall be the purpose of the committee to maintain standards for appearance throughout the property and to govern future changes in ways which promote the value of the units within the property. The committee shall have authority over all exterior changes to lots or units, including color, material and design. The committee shall have such authority as will be necessary to accomplish its purpose, including the authority to request an injunction or impose a fine for violation.

8.2 No building, fence wall or other structure shall be commenced, altered or maintained upon the properties, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications show the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external sizing and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been complied with fully. In no case shall such committee require any more rigorous design than that which exists in the surrounding subdivision nor shall the Association prevent free and unimpeded access to any lot for the purpose of construction nor unreasonably restrict the use of customary construction methods, equipment, structures, work hours or workmen during the construction of dwellings upon any unimproved lot in the subdivision nor prevent the Declarant from competing construction of roadways, driveways, parking areas or other commonly used areas.

8.3 Swimming Pools, Detached Garages and Similar Structures. No swimming pool, detached garage, or other structure shall be installed and/or constructed without the express, written approval of the Architectural Control Committee. Additionally, no "structure" such as the following:

tent, shack, barn, tree house, boat house, club house, gazebo, and storage shed shall be constructed and/or installed without the prior written approval of the Architectural Control Committee. Such approval MUST be obtained as to the proposed plans, specifications, location, construction materials and design, harmony of the design, necessity of screen planting, and any other action that might affect the desirability of the proposed structure. Said approval is subject to the restrictions contained within the applicable building codes.

#### **ARTICLE IX. PARTY WALLS**

9.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhouses on the property and placed on the dividing line between the lots shall constitute a party wall and to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

9.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

9.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

9.4 Waterproofing. Notwithstanding any other provision of this Article, an owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

9.5 Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the lands and shall pass to such owner's successors in title.

9.6 Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all the arbitrators.

#### **ARTICLE X. GENERAL PROVISIONS**

10.1 Enforcement. The Association or any owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declarant. Failure by the Association or by any

owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

10.3 Litigation. In the event of litigation to enforce any of the terms of this Declaration, the successful party shall be entitled to recover reasonable attorney fees and court costs from the unsuccessful party in such litigation.

10.4 Financial Statements. The Association shall make available to owners, and lenders and holders, insurers or guarantors of first mortgages, current copies of the Declaration, By-Laws and those rules concerning the subdivision, and the books, records and financial statements of the Association, upon request during normal business hours, or under other reasonable circumstances.

10.5 Declarant's Authority. Declarant may unilaterally alter, change or revise these covenants and restrictions to enhance the development until such time as the Declarant no longer owns a unit in the property, Thereafter the Association shall succeed the Declarant and shall have the right to make such amendments.

10.6 Applicability of Covenants and Restriction.

a. The covenants and restrictions contained in this Declaration shall run with the land described in the plat of Reflections Townhomes, and such covenants and restrictions shall become part of all deeds, contracts or conveyances of any "lot" which are subject to this Declaration and shall be binding on all parties and persons obtaining title to such lots or such persons who claim under the owners of such lot until January 1, 2050, at which time such covenants and restrictions in this Article shall be automatically extended for successive additional ten (10) year periods upon vote, a memorandum of which is recorded in the public records of Okaloosa County, of a majority of the unit owners. The vote may be taken before or after expiration of these covenants.

b. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

c. Declarant, its successors and assigns, or its designated representative, may make other restrictions applicable to each homesite by appropriate provision in the contract for deed or in any deed without otherwise modifying the general plan herein outlined, and such other restrictions shall inure to the benefit of other owners of homesites in the subdivision and shall bind the grantees and their respective heirs, successors or transferees in the same manner as though they have been expressed herein.

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

**ARTICLE XI. DUTY TO REBUILD OR REPAIR AND INSURANCE COVENANTS**

11.1 Damage or Destruction of Unit. In the event of damage to or destruction of any townhouse unit by fire, windstorm, water or any other cause whatsoever, the owner shall within a reasonable time cause said townhouse to be repaired or rebuilt so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction; failure to do so shall constitute a breach of these covenants. All insurance proceeds for loss or damage to any townhouse unit or any other improvement upon any lot shall be used to assure the repair or rebuilding of any such townhouse unit or any part thereof.

11.2 Right to Lien by the Association. The Association created hereunder shall have a lien on all such insurance proceeds, regardless of whether it is named in any insurance policy subordinate only to the claim of any mortgagee under a mortgage clause, to enforce the intent of the foregoing provision. Any mortgagee receiving insurance proceeds pursuant to this paragraph shall apply said proceeds to rebuilding the unit unless the majority of the owners elect not to rebuild.

11.3 Authority to Purchase; Named Insured. **All of the following sections shall govern all owners as to insurance to be carried upon all townhouse units.** The primary responsibility to provide hazard insurance shall be that of the owner. However, while it should not be obligated to do so, the Association may purchase insurance on townhouse units any time the Board of Directors so choose or upon any townhouse unit in the event the owner fails to produce upon request of the Board of Directors a policy in conformity with this and succeeding sections under this Article. The named insured shall be the Association individually and as agent for the owners without naming them, and a agent for their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to individual townhouse owners. The mortgagee endorsement shall be furnished for each townhouse unit subject to a mortgagee with a dollar amount specified therein as the coverage for that particular townhouse unit. Townhouse unit owners may obtain coverage at their own expense upon their personal property and living expense.

11.4 Coverage.

a. Casualty. All townhouse units shall be insured in an amount equal to the maximum insurable replacement value excluding the foundation and excavation cost, all as determined annually by the Board of Director of the Association. Such coverage shall afford protection against:

(i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

b. Public Liability. Public liability insurance in such amounts and such coverage as shall be required by the Association with cross liability endorsement to cover liabilities of the owners as a

group to an individual townhouse owner, may be required by the Association, or may be provided by the Association.

c. Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

11.5 Premiums. Premiums upon insurance policies purchased by the Association is a common maintenance expense purchased for all units and assessed against each townhouse unit equally. If insurance is not purchased by an owner on a particular townhouse unit because of failure of the owner to do so, such premium cost shall be treated as a special assessment against the unit in accordance with this Declaration.

11.6 Imposition of Lien and Personal Obligation of Assessment. The assessments for insurance premiums as set forth herein before, together with interest, cost and reasonable attorney's fees, shall be a continuing lien upon such unit against which each such assessment is made. Each such assessment together with interest cost and reasonable attorney's fees shall also be the obligation of the person who is the owner of the property at the time the special assessment is made.

11.7 Right of Mortgagee to Purchase Insurance; Creation of Lien.

a. If the Association fails or a unit owner/lessee fails for any reason to purchase insurance called for herein or fails to provide the coverage called for herein on any unit, or if any unit owner becomes delinquent in the payment of his pro-rata share of the insurance premium on any unit, or the Association cannot purchase insurance called for on such unit, the mortgagee of any unit, in its discretion, may purchase insurance coverage on a unit regardless of the number of living units on which holds a mortgage or advance to the Association sufficient funds on behalf of the delinquent unit owner to allow the Association to purchase such insurance.

b. The mortgagee shall have the right to purchase such insurance or advance premiums for the purchase of such insurance for any delinquent owner/lessee.

c. If any insurance policy is purchased by a mortgagee provided herein for any unit, such mortgagee shall have the rights under this Article given to the Association.

d. In the event as set forth herein, it becomes necessary for the mortgagee of any unit to purchase insurance called for herein or to advance funds to pay insurance premiums for the owner of any unit who is delinquent in the payment of his insurance premium, whether or not such mortgagee holds a mortgage on such unit and lot and shall be a continuing lien upon such property and shall be enforceable by the mortgagee in accordance with this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals the 30<sup>th</sup> day of June, 1999.

SPG ENTERPRISES, INC.

By *P. Perrotta*  
Patricia Perrotta, President of SPG Enterprises, Inc.

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of June, 1999 by **Patricia Perrotta**, President of SPG ENTERPRISES, INC. a Florida corporation, on behalf of the corporation \_\_\_\_\_ who is personally known to me or  who has produced their Florida driver's licenses as identification.



(Seal)

*Kathryn O. Terwilliger*  
NOTARY PUBLIC

D. Michael Chesser, Esq.  
**Chesser, Wingard, Barr & Fleet P.A.**  
1201 Eglin Parkway  
Shalimar, Florida 32579

**EXHIBIT "A" LEGAL DESCRIPTION**

COMMENCE AT THE NORTHEAST CORNER OF FRACTIONAL SECTION 26, TOWNSHIP 1 SOUTH, RANGE 22, WEST, OKALOOSA COUNTY, FLORIDA; THENCE GO S 00 DEGREES 55'02" W ALONG THE EAST LINE OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, A DISTANCE OF 1,794.41 FEET; THENCE GO N 89 DEGREES 12' 32" WEST A DISTANCE OF 1,269.27 FEET; THENCE GO N 00 DEGREES 45'18" E A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING, THENCE GO N 89 DEGREES 12'32" W A DISTANCE OF 471.90 FEET TO THE EASTERLY RIGHT-OF-WAY OF WHITE POINT ROAD, THENCE GO N 00 DEGREES 45'18" E ALONG THE EASTERLY RIGHT-OF-WAY OF WHITE POINT ROAD A DISTANCE OF 471.87 FEET TO THE SOUTH BOUNDARY OF THE OKALOOSA COUNTY LIFT STATION PROPERTY THENCE GO S 89 DEGREES 14'42" E ALONG THE SOUTH BOUNDARY OF THE OKALOOSA COUNTY LIFT STATION PROPERTY A DISTANCE OF 50.00 FEET; THENCE GO N 00 DEGREES 45'18" E ALONG THE EAST BOUNDARY OF THE OKALOOSA COUNTY LIFT STATION PROPERTY A DISTANCE OF 50.00 FEET; THENCE GO N 89 DEGREES 14'42" W ALONG THE NORTH BOUNDARY OF THE OKALOOSA COUNTY LIFT STATION PROPERTY A DISTANCE OF 50.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF WHITE POINT ROAD; THENCE GO NORTH 00 DEGREES 45'18" E ALONG THE EASTERLY RIGHT OF WAY OF WHITE POINT ROAD A DISTANCE OF 172.80 FEET TO THE SOUTHWESTERLY BOUNDARY OF THE WOODLANDS PHASE I AT BLUEWATER BAY. THENCE GO SOUTH 40 DEGREES 56' 11" EAST ALONG THE SOUTHWESTERLY BOUNDARY OF WOODLAND PHASE I A DISTANCE OF 825.01 FEET; THENCE GO SOUTH 45 DEGREES 00' 00" WEST ALONG THE WEST BOUNDARY OF WOODLANDS PHASE II AT BLUEWATER BAY, A DISTANCE OF 110.11 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.