

60.00

**RESTATED AND AMENDED  
COVENANTS AND RESTRICTIONS  
SINGLE FAMILY SUBDIVISIONS IN  
TURNBERRY PLACE AT BLUEWATER BAY**

**WHEREAS, BLUEWATER BAY PROPERTIES, LTD.,** a Florida limited partnership ("Developer" and former owner) and **CHATEAU BUILDERS, INC.,** a Florida corporation who is the present Owner of certain subdivided real estate in Okaloosa County, Florida, which is a part of Bluewater Bay and is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Subdivision");

**WHEREAS, Developer** has previously recorded a Declaration of Covenants and Restrictions applicable to the Subdivision at Official Records Book 1507, Pages 1111 et seq.

**WHEREAS, said Developer, in developing the Subdivision, is desirous of restating and amending those previously recorded covenants and restrictions and is desirous that said covenants and restrictions as restated and amended shall run with title to said land and the grantee of any deed conveying any lot or lots, parcels or tracts included in Subdivision shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with and be bound by all such covenants and restrictions.**

**NOW THEREFORE, Declarant hereby declares that these Restated and Amended Covenants shall replace in their entirety the Covenants recorded at Book 1507 Page 1111 et seq and that from the date of recording, the Subdivision shall be held, sold, and conveyed subject to the easements, restrictions, covenants and conditions set forth herein which are for the purpose of protecting the value and desirability of and which shall run with the property submitted to this Declaration and which shall be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.**

**(1) TURNBERRY ASSOCIATION AND FEES.**

Each lot in the Subdivision is automatically a member of Turnberry Place Property Owners' Association as constituted from time to time. The powers and obligations of the Association and its members include the ownership, administration, and maintenance of the common areas, including (but not limited to) right-of-way and entrance landscaping, the cost of which will be assessed to the Association members. The Association shall also be obligated to pay to Bluewater Bay Development Company, Ltd. ("BBDC" or its designated successor) the sum of \$36.00 per year per unimproved lot and the sum of \$60.00 per year per improved lot in order to cover costs of maintaining common areas throughout the Bluewater Bay community; provided, however, that the Association shall not be obligated to pay such fees in the event a Municipal Services Benefit Unit is established at Bluewater Bay that includes the Subdivision or in the event that BBDC or its successor no longer provide landscaping of arterial roads (Bay Drive, Bluewater Boulevard, Southwind Drive, Woodlands Drive, Oakmont Drive and Winged Foot Drive) and supplemental security patrols of the Subdivision. This annual fee shall be paid quarterly, in advance, and may not be increased prior to July 1, 1994 and thereafter may not be increased more than five (5%) percent per annum on a cumulative basis. The Association and its members will also have such other powers and obligations as are more particularly described in the Association Documents. The Association Documents may be modified or amended from time to time as provided for in said Association Documents.

**(2) SINGLE FAMILY RESIDENCE ONLY.**

Except as provided in paragraphs 5, 20 and 43, no structure shall be erected, altered or permitted to remain on any lot in the Subdivision other than for use as a single family residence. The main residence on each lot shall not be more than 35 feet in height above the normal surface of the ground. No building situated on any lot shall be rented or leased separately from the rental or lease of the entire property, nor shall any property be used or leased for other than a single family residence. No duplex residence or garage apartment shall be erected or placed on or allowed to occupy said land and no building shall be altered or converted into a duplex residence or garage apartment. Furthermore, a lot owner may not use any lot for road purposes or as an easement to any lands not contained within the Subdivision.

**(3) MOTORIST'S VISION TO REMAIN UNOBSTRUCTED.**

No structure or planting (including but not limited to a fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial) shall be placed or located on any lot if the location of same will, in the sole judgement and opinion of the Developer, obstruct the vision of motorists travelling on any of the streets.

**(4) MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE.**

(a) 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 and storage rooms, shall equal or exceed 1400 square feet. (b) 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 1800 square feet and further provided that the first floor thereof contain a minimum of 1000 square feet. (c) 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.

**(5) OTHER STRUCTURES.**

Construction of structures other than the main residence and a garage shall not be permitted on any lot of the Subdivision except for the following ancillary structures which may be permitted subject to approval by Developer of location, architectural design and exterior finishes: pet house (up to 25 square feet and not more than 5 feet high), hothouse or greenhouse (up to 100 square feet and not more than 15 feet high), poolhouse, outdoor fireplace or barbecue pit (up to 9 square feet and not more than 10 feet high), and swimming pools and mechanical installation in connection therewith. Any such ancillary structures permitted hereunder shall be attractively landscaped, constructed in a harmonious design with the main structure and located only in the lot area to the rear of the main residence and not visible from the street. No ancillary structure shall be built or placed on a lot until the quality, style, color and design have been approved by the Developer in the manner provided for herein.

**(6) SETBACK FOR ALL STRUCTURES.**

No building or any type or kind of permanent structure (except driveways, walks and roof overhangs of up to 16 inches) or any part of same shall be erected, placed or allowed within the building setbacks which are hereby established as follows: front setback being a line parallel to any street right-of-way on which the lot abuts and 20 feet equidistant from the closest edge of said right-of-way; side setback being a distance of one foot from any interior side lot line so long as such structure is at least 10 feet from any building or any type or

kind of permanent structure (except driveways, walks and roof overhangs) or any part of the same on the adjoining lot; rear setback being 30 feet to any rear lot line (provided, however, that the minimum rear building setbacks for the lots described in Exhibit "B" attached shall be as set forth in that exhibit). 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.

**(7) RESUBDIVIDING OR REPLATTING OF LOTS.**

Developer reserves the right unto itself to resubdivide or replat a lot or lots in the Subdivision. Except as provided herein no lot may be further subdivided.

**(8) FENCES.**

Fences or walls may be built or maintained on any portion of any lot only in such locations as Developer shall approve in its sole discretion. Without Developer's prior consent, no fence or wall shall be erected higher than seven feet from the normal surface of the ground. Fences must be of uniform design and the sides facing away from the lot must be finished. No fence or wall shall be erected until the location, quality, style, color and design shall have been first approved by the Developer or its duly appointed representative in the manner provided for herein. Any such fence constructed without said approval shall at the request of Developer be immediately removed at the cost of the owner of the lot. If said owner does not cause the removal of the fence within ten days after receipt of written notice from Developer, then Developer may enter on the lot and remove the fence. The cost of Developer doing so shall be paid by owner. Without Developer's prior consent, there shall be no fences or wall of any kind erected to the rear of the building on any lot that directly abuts the golf course.

**(9) DESIGN AND LOCATION OF IMPROVEMENTS AND TREE REMOVAL TO BE APPROVED BY DEVELOPER.**

For the purpose of further insuring the development to be a residential area of highest quality and standards, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive power and discretion to control and approve the landscaping plan and the location on the lot and design of all building, structures and other improvements to be built on each lot. Included in the power and discretion to approve such design is the right to approve the architectural design, appearance, color, finish and materials of all exterior building surfaces. A lot owner shall be required to submit such information as Developer may request in order to facilitate Developer's approval process. One set of the plans required to be submitted for approval will be retained by Developer. If the finished building or other structure does not comply with the approved plans, Developer retains the right to cause the necessary changes to be made at owner's expense, the cost of which shall be a lien upon the property involved. Any changes in plans must first be re-approved by the Developer in accordance with the procedures specified from time to time by Developer. Developer also reserves the right to approve all plans for removal of trees from any lot and for the clearing of a lot, construction of improvements and landscaping. The plans showing such details as Developer may reasonably require, shall be submitted by owner to Developer for review and approval. The timing for submitting plans for review and the time period for Developer to respond shall be established from time to time by Developer.

**(10) GARAGES AND CARPORTS.**

The improvements on a lot must include a garage which shall have the capacity for at least two automobiles. No carports shall be built on any lot.

**(11) FUTURE PURCHASERS.**

The original purchaser of property in this Subdivision as well as subsequent purchasers are bound by these covenants and restrictions which run with the land bound by these covenants and restrictions which run with the land (see Article 37). Therefore, structural modifications to existing structures, new structures (such as ancillary structures and fences) and exterior color changes of any structures must be approved in advance by the Developer or his authorized representative.

**(12) NO PARKING OF VEHICLES, BOATS, ETC.**

No wheeled vehicles of any kind (mobile homes, motor homes, self-contained or otherwise, travel trailers, trucks and campers), boats or any offensive objects may be kept on public rights-of-way of the Subdivision or in the driveways, front, side or rear yard area of any lot except that passenger vehicles may be parked on a temporary basis in the paved driveway serving a lot. Boats or wheeled vehicles may be kept completely inside a garage located on the lot. No trailers or habitable motor vehicles of any nature shall be kept for use on any lot except within a fully enclosed garage. Disabled vehicles or vehicles under repair may be kept only within the garage located on said lot.

**(13) WINDOW AIR CONDITIONERS.**

Unless the prior approval of the Developer has been obtained, no window air-conditioning units shall be installed in any side of a building wall visible from the street, side yard or golf course.

**(14) NO OVERHEAD WIRES.**

All telephone, electric and other utility lines and connections between the main utility lines and the residence and other buildings located on each lot shall be located underground so as not to be visible.

**(15) COMPLETION OF COMMENCE CONSTRUCTION.**

When the construction of any improvements is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. All permanent structures shown on the plans and specifications approved by the Developer must be completed within seven (7) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. All landscaping must be completed seven (7) months after construction has commenced. Prior to completion of construction, the owner of the lot in the Subdivision shall install at his expense a suitable hard surface driveway (width to be at least 16 feet unless otherwise approved by Developer) extending from the paved portion of the abutting street to the garage entrance. Driveway location and elevation shall be submitted to the Developer for its prior approval and the driveway shall not interfere with or impede the flow or construction on any lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter upon such lot from the street only at the location for the proposed driveway. Such vehicles shall not be parked so as to obstruct the street nor shall they be parked on any property other than the lot on which the construction is proceeding. During construction all trash and waste material generated shall be removed and disposed of by the lot owner or the contractor at regular intervals so that the lot does not become unsightly.

**(16) NO PICNIC AREA PRIOR TO CONSTRUCTION.**

No picnic areas and no detached outbuildings shall be erected or permitted to remain on any lot prior to the start of construction of a permanent residence thereon.

**(17) NO SHEDS, SHACKS OR TRAILERS.**

No shed, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any lot. However, this paragraph shall not prevent the location on the lot of adequate sanitary toilet facilities for use of workmen during the course of such construction, nor the location of a moveable construction trailer for use of the Developer or Builder during the course of construction of houses within Turnberry Place, said trailer location to be subject to Developer's approval.

**(18) RESIDING ONLY IN RESIDENCE.**

No trailer, basement, garage or any outbuilding of any kind, even if otherwise permitted hereunder to be or remain on a lot, shall be at any time used as a residence either temporarily or permanently.

**(19) SIZE OF SIGNS.**

No sign of any character shall be displayed or placed upon any lot except as approved by the Developer. The Developer hereby approves a "FOR SALE" sign not to exceed six square feet to be placed upon said lot by an owner-resident or his agent to facilitate the sale of the home. Only one "FOR SALE" sign shall be permitted per lot. "SOLD" may be affixed to said sign and remain on the lot until SEVEN days after closing of the sale. The Developer may enter upon any lot and summarily remove any signs which do not meet the provisions of this paragraph. Furthermore, Developer hereby approves a single identification sign board which may be located on a lot during the construction period on which the builder may identify his company and, at the option of builder, permit sub-contractors to identify themselves. This sign board shall be not more than four feet high and two feet wide. Signs should be placed in the center of each lot. In no event shall any signs be affixed to any trees on the lot or on the right-of-way of the street.

**(20) COMMERCIAL SIGNS.**

Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development, marketing or sales purposes.

**(21) AERIALS AND ANTENNAS.**

Unless otherwise approved by Developer, no television or radio aerial or antenna nor any other exterior electronic or electric equipment or devices of any kind shall be located on any lot or installed or maintained on the exterior of any structure located on a lot.

**(22) MAIL BOXES.**

Only the style mail box or newspaper receiving box approved by Developer for Turnberry Place may be erected or located on any lot. No other receptacle of any kind for use in the delivery of mail or newspapers or similar material may be erected or located on any lot.

**(23) PETS.**

Except for not more than two dogs or two cats, no pets or other animals may be kept on a lot or in any structure located on the lot, unless confined exclusively to the interior of the main residence located on the lot. No animals of any kind may be kept for any commercial or breeding purposes. If in the sole opinion of the Developer, the animal or animals become dangerous or an annoyance or nuisance in the neighborhood or to nearby property or destructive of wildlife, they may not thereafter be kept on the lot or inside the main residence. All pets must be kept under control at all times and must

not become a nuisance by barking or other acts. No pets are allowed on the golf course or lakes and all pets must be on a leash when outside the boundary of the owner's lot.

**(24) NO OFFENSIVE ACTIVITIES.**

No illegal, noxious, commercial, or offensive activities shall be permitted or carried out on said lot 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 lot nor upon any land or lands continuous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of said land or road right-of-ways. Except on the day of collection, trash containers shall be kept either inside the garage or within a screened area to the side of the house.

**(25) WELL LIMITATION: WATER SUPPLY.**

Unless prior approval is obtained from Developer and such governmental agencies as may have jurisdiction, no artesian wells may be drilled or maintained on any lot. A central water supply system owned and operated by Developer or Okaloosa County or their successors or assigns will be provided for the service of the Subdivision and shall be used as the sole source of water for all water spigots and outlets located with all buildings and improvements located on each lot, and each property owner at his expense shall connect his water lines to the water distribution main provided to serve the lot in the Subdivision. After such connection, each lot owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof. A lot owner may provide an individual water supply system from a shallow well on his lot provided that said system is used solely to supply water for an air-conditioning or heating installation, irrigation purposes, swimming pools or other exterior uses.

**(26) SEWAGE DISPOSAL.**

Each owner of a lot, at his expense, shall connect his sewage disposal line to the sewage collection line provided to serve the lot in the Subdivision. The connection shall be made in such manner so as to comply with the requirements of the sewage collection and disposal service. After such connection and payment of sewer connection charges, each lot owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. No septic tank or other private sewage disposal unit shall be installed or maintained on any land in the Subdivision and no sewage shall be discharged into the open grounds, golf course, other lot or into any river, marsh, pond, park, ravine, drainage ditch or canal access way.

**(27) EASEMENTS.**

The Developer, for itself and its successors and assigns, hereby reserves and is given an easement, privilege and right on, over and under the ground in order 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 drainage, utilities or other purposes) and on, in, over and under a further easement retained hereby in favor of Developer described as a seven and one-half foot strip at the front, back and sides of each lot (provided, however, that the extent of such seven and one-half foot easement on the side of any lot shall be reduced to the extent such exceeds the minimum side building setback applicable to such lot as set forth in paragraph (6) hereof notwithstanding anything to the contrary contained in the Dedication as

shown on the plat of Turnberry Place as recorded in Plat Book 11, page 75, of the public records of Okaloosa County, Florida, and to the extent this provision is inconsistent with the aforesaid Dedication (this provision shall control in all events) and on, in, over and under designated easements and on, in, over and under all private roads and Environmental Preservation Areas. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The owner of the lot subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment of facilities placed on, over or under the property which is subject to said privileges, rights and easements. The Developer for itself and its successors and assigns reserves the right to designate the users of all such easements by parties other than the real property owner. To the extent that any lot has a side setback of less than five feet, the owner of such lot shall have an easement, privilege, and right on, over, and across a strip of land along the side lot line of the adjoining lot in order for the owner of such lot to construct, repair and maintain improvements on the owner's lot, with the width of the strip on the adjoining lot to be a distance equal to five feet from the side building setback line of the owner's lot. This easement shall run with the land.

**(28) 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 ("street frontage") free of trash and rubbish, and shall keep such lot and street frontage at all times in a neat and attractive condition. Within ninety days after the completion of the construction of improvements, all designated grass areas of front yards and street frontage must be sodded up to paved surface of any abutting street; all side and rear yards must also be fully landscaped. The grass area of all rear yards on lots abutting golf course must be sodded up to the property line. The landscaping installed on the street frontage of a lot shall not impede the designed flow of stormwater along the drainage swale located in the road right-of-way. In the event the owner of any lot fails to comply with the provisions hereof, the Developer shall, after giving written notice to the lot owner, have the right, but not the obligation, to go upon such lot and install the sodding or other landscaping required hereby or remove rubbish and any unsightly or undesirable things and objects from the lot or street frontage and to do any other things and perform and furnish any labor necessary or desirable in its judgement to complete the landscaping in the manner and the time set forth herein and to maintain the lot and street frontage 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 Developer on demand. In the event of a failure of such owner to pay the Developer as above provided, the Developer shall have the right to file a notice of lien in the office of the Clerk of the Circuit Court of Okaloosa County, Florida, and from and after the filing of such notice of lien, the Developer shall have a lien on such lot for the payment of such sum, with interest at the rate of 18% per annum or the highest permitted by law, whichever is lower, all in like manner as if the Developer had performed such work at the instance and request of such owner. Any such lien, however, shall be subordinate and inferior to any mortgage then or thereafter encumbering such lot.

**(29) CLOTHES LINES.**

The hanging of clothes in a front or side yard shall not be permitted. The hanging of clothes in the rear of the house shall be permitted only if all clothes and clothes lines are hidden from view from adjoining property and nearby streets.

**(30) STREET LIGHTING.**

Developer or his successor will contract with the Choctawhatchee Electric Cooperative, or its successors or assigns, to install a street lighting system for the Subdivision. The cost of installing, operating and maintaining this system shall be a cost of the Association.

**(31) DEVELOPER MAY CORRECT VIOLATIONS.**

Whenever there shall have been built or there shall exist on any lot any structure, building, thing or condition which is in violation of these covenants and restrictions, the Developer shall, after giving written notice to the lot owner, have the right, but not the obligation, to enter upon the lot or street frontage where such violation exists and summarily abate, correct or remove the same, all at the expense of the lot owner payable to the Developer on demand. Such entry and abatement, correction or removal shall not be deemed a trespass nor make the Developer liable in any way for any damages on account thereof. In the event of a failure of such owner to pay the Developer any sums required to be paid Developer under these covenants and restrictions, the Developer shall have the right to file a notice of lien as provided in Section 41 hereof. With respect to lots 1 through 37 of the Subdivision, Bluewater Bay Resort, Ltd. ("BBR"), as an interested party, shall have a non-exclusive right to enforce these covenants or to correct violations to same extent as "Developer". Only the Developer, and not BBR, however, may grant approvals under Paragraph 32 hereof or grant waivers as provided for herein.

**(32) APPROVAL OF DEVELOPER.**

Wherever in these covenants and restrictions the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request for approval is submitted in writing to the Developer and approved by the Developer. Such request shall be hand delivered or sent to the Developer by Certified Mail, Return Receipt Requested. After the Developer acts upon the application, it must be picked up and signed for by the applicant. No action shall be taken by or on behalf of the person or persons submitting such application which action violates any of the covenants and restrictions herein contained.

**(33) DEVELOPER MAY DESIGNATE A SUBSTITUTE.**

The Developer 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 to Developer hereunder or under the provisions herein contained. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the right, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the lots in the Subdivision. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

**(34) AMENDMENTS OR ADDITIONAL RESTRICTIONS.**

The Developer reserves and shall have the right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to and said land which do not lower the standards of the covenants and restrictions herein contained; and (c) to release any lot from any part of the covenants and restrictions which have been violated if the Developer in its sole judgement determines such violation to be a minor or insubstantial violation or if such variance is appropriate in the particular situation presented.

**(35) AMENDMENT OF RESTRICTION WITH CONSENT OF OWNERS.**

In addition to the rights of the Developer provided for in paragraph (34) hereof, the Developer reserves and shall have the right, with the consent of the Developer and of the persons then owning two-thirds or more of the platted lots shown on the plat of the Subdivision, to amend or alter these covenants and restrictions and any part thereof in any other respects.

**(36) ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS.**

No lot owner, without the prior written consent and approval of the Developer and of The Veterans Administration, may impose any additional covenants and restrictions and any part thereof in any other respects.

**(37) RESTRICTIONS EFFECTIVE PERIOD.**

The covenants and restrictions as amended and added to from time to time as provided for herein, shall be subject to the provisions hereof and unless released as herein provided, be deemed to be covenants and restrictions running with the title to said land on the Subdivision and shall remain in full force and effect until the first day of January, A.D. 2040. Thereafter the restrictions shall remain in effect for periods of ten (10) years unless a majority of the unit owners agree in writing to extinguish these restrictions.

**(38) RULES OF CONSTRUCTION.**

All parties who take title subject to these Covenants and Restrictions understand the general rule of law to be that such covenants are to be construed strictly, against the Declarant and in favor of unrestricted use. All parties agree that these Covenants and Restrictions shall instead be construed to accomplish their purpose consistent with continued support of the value of lots. These Covenants are to be construed reasonable to accomplish their purpose.

**(39) LEGAL ACTION ON VIOLATIONS.**

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions it shall be lawful for the Developer or any person or persons owning any lot of the Subdivision (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions and (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, 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 Developer, its successors or assigns, to enforce any covenant or restriction herein contained, 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. Lot owners found in violation of any provision of these covenants and restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions and covenants herein contained shall be deemed several and independent. The invalidity of one or more or any part of one shall in no way impair the validity of the remaining restrictions and covenants or part thereof.

**(40) USE OF GOLF COURSE AND LAKES.**

The fairways, tees, greens, and roughs of the golf course area are reserved for the exclusive use of golfers who have officially registered through the clubhouse of the County Club at Bluewater Bay. The golf course property is not available for use of joggers, bicycle riders or walkers. No resident, regardless of club membership status, shall start play without registering at the club house. Pets shall not

be allowed access to any portion of the golf course or be allowed in any lake or pond contained in the Subdivision. The Developer is authorized to promulgate such rules and regulations governing access to any use of any lake or pond within the Subdivision or abutting any lot as Developer may, in its sole discretion, deem appropriate. The lake adjacent to lots 31 through 37 and the drainage course adjacent to lots 10 and 11 are part of the overall drainage system for Bluewater Bay and part of the irrigation supply system for the Bluewater Bay golf course. BBR and its successors as owner of the golf course, has the sole right to control the water level of the lake and to control the growth and the eradication of plants or animals in and on such lake. No swimming or boating is allowed on such lake and no person other than BBR or its successors has the right to pump or otherwise remove water from said lake. No person may place rocks, stones, refuse, wastewater or debris of any kind in the lake, on the golf course, or on any other land of BBR.

**(41) LIENS.**

Each lot owner hereby grants a lien upon his lot for any sums which may become due the Developer hereunder. In the event of a failure of such owner to pay the Developer any sums provided for herein, the Developer shall have the right to file a notice of lien in the office of the Clerk of the Circuit Court of Okaloosa County, Florida, and from and after the filing of such notice of lien, the Developer shall have a lien on such lot for the payment of such sum, with interest at the rate of 18% per annum or the highest permitted by law, whichever is lower, all in like manner as if the Developer had performed such work at the instance and request of such owner. Any such lien, however, shall be subordinate and inferior to any mortgage then or thereafter encumbering such lot.

**(42) EASEMENT OVER LOTS FOR USE BY GOLFERS.**

Each owner of a lot abutting the Golf Course grants an easement to each person registered to play golf on the Golf Course for the purpose of hitting golf balls over and on to such lot. Golfers may also enter said lot on foot to recover golf balls thereon so long as destruction of property does not occur.

**(43) USE BY BUILDER.**

Chateau Builders, Inc. shall have the right to rent or own one or more houses in Turnberry Place which it shall occupy for purposes of conducting all business associated with the construction, and development and sale of homes at Turnberry Place. Additionally, the houses can be used as a model home and sales office by Chateau Builders, Inc. or its designated sales agent (Broker). This stipulation shall expire on July 15, 1996, unless an extension is granted by Developer.

**IN WITNESS WHEREOF** the Developer has hereunto set his hand and seal this 4th day of August, 1992.

BLUEWATER BAY PROPERTIES, LTD.  
a Florida Limited Partnership  
By: Europco Management Company  
of America, its General Partner

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



STATE OF FLORIDA  
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared David C. Weaver, Senior Vice President of Europco Management Company of America which is General Partner to Bluewater Bay Properties, Ltd., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same. He is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of August, A.D. 1992



Helene R. Harris  
Notary Public  
SERIAL # CC095367  
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 24, 1996  
BONDED THRU GENERAL INS. UND.

CHATEAU BUILDERS, INC.,  
a Florida Corporation

By: Thomas C. Crawford  
Thomas C. Crawford,  
Vice President

STATE OF FLORIDA  
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Thomas C. Crawford, Vice President of Chateau Builders, Inc., a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same. He is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of August, A.D. 1992



Helene R. Harris  
Notary Public  
SERIAL # CC095367  
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAR. 24, 1996  
BONDED THRU GENERAL INS. UND.

\*\* OFFICIAL RECORDS \*\*  
RK 1689 PG 877

EXHIBIT "A"

\*\* OFFICIAL RECORDS \*\*  
RK 1501 PG 1124

PARCEL 12:

Lots 1 through 40, Turnberry Place, according to the plat thereof as recorded in Plat Book , Page , Public Records of Okaloosa County, Florida, Turnberry Place further described as follows:

COMMENCE AT THE SOUTHWEST CORNER OF CARRIBBEAN VILLAGE EAST UNIT II AT BLUEWATER BAY ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 54, PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF WOODLANDS DRIVE (FORMERLY ST. ANDREWS DRIVE); THENCE RUN N 88°48'04" W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 126.37 FEET TO THE POINT OF BEGINNING; SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1,476.37 FEET; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 11°55'24" (CHORD = 306.68 FEET, CHORD BEARING S 85°14'11"W) AN ARC DISTANCE OF 307.23 FEET TO A POINT OF REVERSE CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 866.24 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°38'58" (CHORD = 280.71 FEET, CHORD BEARING = S 88°35'59" W) AN ARC DISTANCE OF 281.96 FEET TO THE POINT OF TANGENCY; THENCE N 82°04'32" W 904.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 341.13 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°06'41" (CHORD = 346.84 FEET, CHORD BEARING = N 51°31'11" W) AN ARC DISTANCE OF 363.85 FEET TO THE POINT OF TANGENCY; SAID POINT BEING ON THE NORTHEASTERLY RIGHT-OF-WAY OF SOUTHWIND DRIVE; (FORMERLY ST. ANDREWS DRIVE); THENCE RUN N 20°57'51" W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 333.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 195.33; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°58'30" (CHORD = 107.60 FEET, CHORD BEARING = N 04°58'36"W) AN ARC DISTANCE OF 109.01 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY RUN S 49°33'45" E A DISTANCE OF 694.30 FEET; THENCE S 82°04'32" E 831.97 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 61.53 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°38'47" (CHORD = 56.49 FEET, CHORD BEARING = N 70°36'13" E) AN ARC DISTANCE OF 58.68 FEET; THENCE N 15°35'05" W A DISTANCE OF 162.67 FEET; THENCE N 56°14'25" E 253.00 FEET, MORE OR LESS, TO THE WATER'S EDGE OF AN UNNAMED LAKE; THENCE MEANDER SOUTHEASTERLY ALONG SAID WATER'S EDGE 496.00 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE RUNNING N 24°30'45" W FROM THE POINT OF BEGINNING; THENCE DEPARTING SAID WATER'S EDGE RUN S 24°30'45" E 78.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

RECORDING MEMO.  
LIABILITY OF SOME ENTRIES ON THIS PAGE  
NOT SUITABLE FOR PUBLIC RECORDS



FILE# 1030122  
OKALOOSA COUNTY, FLORIDA

REC'D: APR 5 1989 @ 9:22 AM  
NEWMAN C BRACKIN, CLERK

**EXHIBIT "B"**

**\*\* OFFICIAL RECORDS \*\***  
BK 1689 PG 878

**TURNBERRY PLACE BUILDING SETBACK REQUEST**  
**JUNE 19, 1992**

LOT NO.	FRONT	GOLF COURSE	LAKE	MAIN RD*	LOT NO.	FRONT	GOLF COURSE	LAKE	MAIN RD*
1	20	30		20	21	20	40		
2	20	35			22	20	40		
3	20	35			23	20	40		
4	20	35			24	20	40		
5	20	35			25	20	40		
6	20	35			26	20	40		
7	20	35			27	20	40		
8	20	35			28	20	40		
9	20	30			29	20	35		
10	20	30			30	20	30		
11	20	30			31	20	30	30	
12	20	40			32	20		30	
13	20	40			33	20		40	
14	20	40			34	20		40	
15	20	40			35	20		40	
16	20	40			36	20		40	
17	20	40			37	20		40	25
18	20	40			38	20			25
19	20	40			39	20			25
20	20	40			40	20			25

**SIDELINE SETBACKS - THE SIDE LINE SETBACK WILL BE NOT LESS THAN 1.5 FEET WITH  
A MINIMUM DISTANCE OF 10 FEET BETWEEN HOUSES.**

**\* - REFERS TO SOUTHWIND DR. OR WOODLANDS**



FILE# 1210335  
OKALOOSA COUNTY, FLORIDA

REC'D: AUG 18 1992 @ 8:10 AM  
NEWMAN C. BRACKIN, CLERK