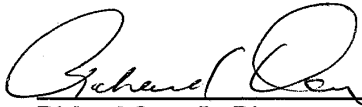


THIS DOCUMENT PREPARED BY
BRANDI CULHANE
SOUTH WALTON LAW, P.A.
36468 EMERALD COAST PKWY
UNIT 9102
DESTIN, FL 32541


THIS SPACE FOR RECORDER'S USE

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President of the Villas of St. Andrews Property Owners Association, Inc., a Florida corporation not for profit ("Association"), does hereby certify that on the day of July 22, 2015, the attached Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Villas of St. Andrews Bluewater Bay, Florida ("this Declaration") was duly approved, adopted and enacted by the affirmative vote of the required percentage of Owners at a properly noticed meeting of the Owners at which a quorum was present.

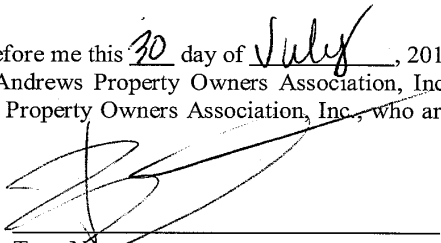

Richard Oare, Its Director

VILLAS OF ST. ANDREWS PROPERTY OWNERS ASSOCIATION, INC.

By: 
John Castriotta, President

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

The foregoing instrument was acknowledged before me this 30 day of July, 2015, by John Castriotta, as President of the Villas of St. Andrews Property Owners Association, Inc., and Richard Oare, as Director of the Villas of St. Andrews Property Owners Association, Inc., who are both known to me.


Type Name: _____
NOTARY PUBLIC
My Commission Expires

Affix Seal:



AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF VILLAS OF ST. ANDREWS
BLUEWATER BAY, FLORIDA

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF VILLAS OF ST. ANDREWS
BLUEWATER BAY, FLORIDA

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAS OF ST. ANDREWS BLUEWATER BAY, FLORIDA SPECIFICALLY AND COMPLETELY SUPERSEDES AND REPLACES ALL PREVIOUSLY RECORDED VERSIONS OF THE DECLARATION AND SUPPLEMENTS AND AMENDMENTS THERETO.

ARTICLE I
DEFINITIONS

The terms used in this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms, when used in this Declaration, shall have the following meaning:

- a. "Articles of Incorporation" shall mean the Articles of Incorporation of Villas of St. Andrews Property Owners Association, Inc., as filed with the Secretary of State for the State of Florida, a copy of which is attached hereto as Exhibit "B" and made part hereof by this reference, as the same may be amended from time to time.
- b. "Association" shall mean and refer to the Villas of St. Andrews Property Owners Association, Inc., its successors and assigns.
- c. "Board of Directors" or "Board" shall mean the Board of Directors of the Villas of St. Andrews Property Owners Association, Inc.
- d. "Bylaws" shall mean the Amended and Restated Bylaws of the Association, a copy of which is attached hereto as Exhibit "C" and made a part hereof by this reference, as same may be amended from time to time.
- e. "Common Area" shall mean all real and personal property (including the improvements thereto) now and hereafter owned by the Association.
- f. "Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Villas of St. Andrews Bluewater Bay, Florida, as may be further amended from time to time.
- g. "Governing Documents" shall mean, collectively, this Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Association, as any or all may be amended from time to time.
- h. "Lot" shall mean each platted and unplatted lot on the Property, the total number of which may be altered in accordance with the terms of the Governing Documents.
- i. "Member(s)" shall mean a member of the Association. Each Owner is also a Member.
- j. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Unit which is part of the Property, but excluding those having such interest merely as security for the performance of an obligation.
- k. "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.
- l. "Rules and Regulations" shall mean the Rules and Regulations of the Association which have been or will be adopted by the Board, as same may be amended from time to time.
- m. "Unit" 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.

**ARTICLE II
PROPERTY RIGHTS**

Section 1. Binding Effect. All property described in Exhibit "A" and any additional property which is made subject to this Declaration in the future by filing one or more Supplemental Declarations in the Public Records shall be held, sold and conveyed subject to all of the provisions of this Declaration, 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.

Section 2. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment and use for the purpose of which it was intended in and to the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his Lot 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 and subject to such conditions as the Association may approve, subject to receiving the affirmative approval of two thirds (2/3) of Members, agreeing to such sale or dedication or transfer.

Section 3. Delegation of Use. Any Owner may delegate his right of enjoyment and use of the Common Area to the members of his family, his guests and his tenants. The delegation of such use shall not relieve the Owner of any liability or responsibility imposed upon him by this Declaration or the Governing Documents of the Association.

**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 Governing Documents of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting Rights. Members shall all be Owners, and shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

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

- (a) Each Owner 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 on the Lot which it is assessed and shall be a continuing lien upon the Lot against which each assessment is made and shall relate back to the recording date of the Original Declaration. 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 five (5%) percent above the annual assessment for the preceding year without the approval of two thirds (2/3) of the 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 the 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 in a first class condition; (2) the landscaping of the Lots and Common Area and the maintenance of such landscaping in a first class condition, including (i) the grass cutting and fertilizing of both the Lots and the Common Area and (ii) the plantings of the Common Area but not the Lots, as Owners shall be responsible for the plantings of the Lots; (3) capital improvements to the Common Area; (4) insurance coverage as determined herein; (5) utility charges for the Common Area and deposits; (6) the promotion of the health, safety and welfare of the Property; (7) taxes on the Common Area; and (8) such other expenses incidental or necessary (i) to the operation maintenance, improvement and well-being of the Property in a first class condition; and (ii) to the carrying out of the provisions in this Declaration and the Bylaws of the Association.

Section 3. Lot Assessments. The Association shall levy assessments in accordance with this Declaration and the Bylaws of the Association.

Section 4. Rate of Assessments. Expenses of the Association related to the Common Area, including improvements thereon and the roads, shall be uniformly assessed against all Lots. Expenses of the Association directly connected only with unimproved Lots, if any, shall be uniformly assessed against all unimproved Lots. All other expenses of the Association shall be uniformly assessed against the improved Lots, except as otherwise provided in this Declaration. For purposes herein, an "improved Lot" is a Lot which has improvements thereon whose construction has been completed.

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

Section 6. Subordination of the Mortgage and Transfer. The lien of the assessments provided for herein shall be superior to all other liens except:

- (a) The liens of all taxes, bonds, assessments, and other governmental levies which by law would be superior; and
- (b) The lien or charge of any first priority mortgage of record made in good faith and for value.

The sale or transfer of any Lot shall not affect any assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of a first priority mortgage given in good faith and for value shall extinguish the lien as to any installments of such assessments due prior to foreclosure, unless otherwise provided by law. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure or conveyance in lieu of foreclosure took place.

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 Bylaws 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) keep improved lots—but not the improvements thereon except as provided hereafter—in a first class condition; (3) maintain and operate the Property and the Association pursuant to this Declaration and the Bylaws; and (4) perform such other duties and obligations imposed upon it by this Declaration and the Bylaws.

**ARTICLE VI
COVENANTS AND RESTRICTIONS**

Section 1. Single Family Residence and Garage Only. Except as provided in Section 4, no structure shall be erected, placed or permitted to remain on any Lot other than for use as a single family residence or a garage. No building situated on any Lot shall be rented or leased separately from the rental or lease of the entire property.

Section 2. Approval. No permanent fence, wall, swimming pool (above or below ground) will be allowed. Any building, driveway, or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence or garage, shall be commenced, placed, erected or allowed to remain on any Lot, 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, height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot and square footage, construction schedule and such other information as the Board shall require, including, if so required, plane for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved by the Board pursuant to Article X, Section 1 hereof. The Board shall have the absolute and exclusive right to refuse to approve any building plans, improvements, specifications, and Lot-grading and landscaping plans which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons and reasons connected with the Associations continued ownership of the Common Area.

Section 3. Quality Design and Color. Unless specifically approved in writing by the Board, all buildings to be either constructed, repaired, painted or changed on the exterior shall be substantially equal to the quality of materials as all other buildings on the Property and all exterior house and trim paint colors must be similar to all other homes on the Property. Notwithstanding anything contained in Article X, Section 1, the failure by the Board to respond within 30 days of the date of request for approval under this section shall be deemed a denial of such request.

Section 4. Sheds, Shacks or Trailers. No shed, shack, 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 use of a temporary building or trailer of attractive design during the period of actual construction of the main residence and other buildings permitted hereunder, or the use of adequate sanitary toilet facilities for workmen during the course of such construction. No building or trailer permitted under this paragraph shall be built or placed on a Lot until the design has been approved by the Board in the manner provided for herein.

Section 5. Garages and Carports. All Lots shall contain a garage which shall have a capacity for at least two automobiles. No carports shall be built on any Lots.

Section 6. No Parking of Vehicles or Boats. No wheeled vehicles of any kind, boats, or any offensive objects may be kept on rights of way of the Property, or on any Lot, except boats or wheeled vehicles must be kept completely inside the garage. No trailers or recreational vehicles shall be maintained or kept on any Lot or on a right of way. Parking of personal operation vehicles is allowed in the driveway.

Section 7. Window Air Conditioners. Unless the prior approval of the Board had been obtained, no window air-conditioning units shall be installed.

Section 8. No Overhead Wires. All telephone, electric, and other utility lines and connections between the main utilities lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible.

Section 9. 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. However, this paragraph shall not prevent the use of a temporary building or trailer of attractive design during the period of actual construction or reconstruction of the main residence.

Section 10. Type of Signs. No sign of any character shall be displayed or placed upon any Lot except as approved by the Association and except alarm signs and "FOR SALE" signs of reasonable size, design and color to be placed upon said Lot by an owner-resident or his agent to facilitate the sale of the house. The Board may enter upon any Lot and summarily remove any signs which in its sole discretion do not meet the provision of this section.

Section 11. Aerials and Antennas. No television aerial or antenna nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on a Lot except during the period of construction of a residence and garage. One satellite receiver dish of a diameter less than twenty-four (24) inches shall be allowed.

Section 12. Mail Boxes. Only a mail box or newspaper box approved by the Association may be erected or located on any Lot. No other receptacle of any kind for use in the delivery or mail or newspapers or similar material may be erected or located on any Lot.

Section 13. 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 on a Lot. No animals of any kind may be kept for any commercial or breeding purposes. 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 wild life, they may not thereafter be kept on the Lot. Birds shall be kept caged at all times. All dogs and cats must be confined or on a leash when outside. Birds must be in a cage when outside.

Section 14. No Offensive Activities. No illegal, noxious or offensive activity shall be permitted or carried on 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 Lot nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of said Property or

road right-of-ways.

Section 15. Clothes Lines. Permanent clothes lines are not permitted. The hanging of clothes in a front or side yard is not 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 and adjoining property and nearby streets.

Section 16. Well Limitation. No artesian wells may be drilled or maintained on any Lot unless approved by the Board. Each Lot owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof.

Section 17. Sewage Disposal. 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 Lot 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 18. Annexing and Subdividing Lots. Owners who annex contiguous lots and, by doing so, pay only one assessment fee will not be able to subdivide the annexed Lot in any way without incurring the assessment fees avoided by the annexation. Such fees at the going rate plus prime interest rate will be assessed on the annexed Lot from the date of such annexation to the date of the subdivision, plus any special assessments, plus interest which would have applied to the annexed Lot. Should the subdivision be less than the full Lot, the percentage of the subdivided section to the whole will be used to determine the amount of the aforementioned assessments, which will be due the Association upon such subdivision.

Section 19. Street Lighting. The cost of operating and maintaining street lighting shall be an expense of the Association.

Section 20. Lot Appearance. The Owner of each Lot shall keep the exterior surface of the house and garage in a first class condition, shall keep such Lot free of trash and rubbish and shall keep such Lot at all times in a neat and attractive condition. In the event the Owner of any Lot fails to comply, the Association shall, after giving written notice to the Lot Owner, have the right, but not the obligation, to go upon such Lot and remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things to maintain the Lot in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall be payable by such Owner to the Association on demand and shall be a lien on the Lot.

Section 21. Grounds Maintenance. The maintaining of the grounds on each Lot and Common Areas, including but not limited to, the cutting and fertilizing of grass, the trimming and fertilizing of plantings shall be the responsibility of the Association.

Section 22. Use of Lake. Owners may fish from the bank of the lake contiguous to the Property provided that such fishing activity does not disturb any resident at the Villas of St. Andrews and provided further that such fishing activity does not interfere with persons playing golf. Except for fishing from the bank as provided above, the lake may not be used for any other purpose whatsoever. Boats, including toy boats, may not be placed upon the lakes.

Section 23. Architectural Review Committee. The Association, acting through the Board, may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to an Architectural Review Committee ("the ARC") appointed by the Board, subject to:

- (a) The Board's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and
 - (b) The Board's right to veto any decision of the ARC which the Board determines, in its sole discretion, to be inappropriate or inadvisable for any reason.
- Composition. The ARC, if and when appointed, shall consist of three (3) or more Members who may also be members of the Board.

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 and Lot improvements as it deems in its sole discretion to be in the best interest of the Association or Owners.

Section 2. Cost of Association Insurance. Common Area insurance shall be an expense against all Lots. 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.

ARTICLE VIII DAMAGE AND REPAIR

Section 1. Rebuilding. All rebuilding and repairing of all damaged property shall be subject to the provisions in this Declaration.

Section 2. Cost to Repair or Rebuild. The cost to rebuild or repair damaged property shall be paid from the proceeds of insurance to the extent available. In the event the cost to build or repair the damaged property exceeds the amount of the insurance proceeds, then each Owner shall pay such deficit for repairing or rebuilding property owned by him and each Owner shall pay his pro rata share of the deficit for repairing or rebuilding Common Area property.

Section 3. Property Not Repaired or Rebuilt. In the event it is decided as provided herein not to repair or rebuild damaged property, then such damaged property shall be removed or placed in an aesthetically pleasing condition in harmony with the building and landscaping of the Property at the Owner's expense. Removal to include the foundation.

ARTICLE IX EASEMENTS

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

Section 2. Utility Easements. The Board representing the Owners 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 installations, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water; drainage sewage and other conveniences of 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 seven and one-half foot strip at the back and sides of each Lot and on, in, over and under designated easements. The Board shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this Section. The Owners, subject to 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 Board reserves the right to designate the users of all such easements.

Section 3. Easements 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 4. Golf Course Easement. The Board and persons registered to play golf on the golf course at the Country Club at Bluewater Bay reserves a twenty (20) foot easement over the rear of each Lot abutting the golf course for purposes of retrieving golf balls which land on the Lot within the area of the easement.

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 Board 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 Board. Such request shall be sent to the Board by Registered Mail with return receipt requested or by email with read receipt requested. In the event that the Board fails to act on any such written request within thirty (30) days after the same has been submitted as required above, the denial 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 this Declaration.

Section 2. Amendments. The Owners reserve and shall have the right to amend this Declaration, but all such amendments shall conform to the general purpose and standards contained herein. The Owners may amend this Declaration with the vote of seventy-five percent (75%) of the votes entitled to be cast.

Section 3. Remedy for Violations. In the event a violation—other than for monies unpaid as set forth in Article IV—by any Owner of any provisions of the Governing Documents, the Association shall notify Owner of the violation by written notice, either by certified return receipt mail or posting on the Lot. If the violation is not cured as soon as practicable, and in any event, no later than thirty (30) days after the receipt of the written notice, the Association may, at its option:

- (a) Specific Performance. Commence an action 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 the Governing Documents.
- (b) Damages. Commence an action to recover damages.
- (c) Sanctions. For violations that are not cured within the time period designated by the Association, the Association may suspend, for a reasonable period of time, the rights of Owner or Owner's tenants, guests or invitees, or both, to use Common Areas and facilities and may levy reasonable fines, not to exceed \$100.00 per violation or \$100.00 per day for a continuing violation, against any Owner or any tenant, guest, or invitee. A fine may be levied on the basis of each day of the continuing violation, with a single notice and opportunity for hearing. The amount of fines shall be determined by the Board and may be amended from time to time without vote of the Members or amendment of this Declaration. The Board shall have the authority to adopt notice and hearing procedures that comply with Florida Statutes Section 720.305. Furthermore, all fines assessed in accordance with the Governing Documents may exceed \$1,000.00 in the aggregate and become a lien against a Lot.
- (d) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing a building or improvement for which approval from the Association has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents.

All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorney's fees and disbursements through the appellate level, shall be an enforcement assessment and assessed against the applicable Owner, and shall be due upon written demand by the Association and enforceable as provided in Article IV for unpaid assessments. Any amount due to the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of \$25.00 and interest at the highest rate allowed by law.

Section 4. 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 5. No Waiver. Failure to enforce any right, provision, covenant, condition or restriction herein contained or which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, condition or restriction in the future.

Section 6. Rights Cumulative. All rights, remedies, and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 7. 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 the Villas of St. Andrews, provided such rules and regulations do not conflict with this Declaration.

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AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF VILLAS OF ST. ANDREWS
BLUEWATER BAY, FLORIDA

EXHIBIT "A"

EXHIBIT B

(1153) 1345

Commence at the Southernmost corner of Bluewater Bay Village 1-A Subdivision as recorded in Plat Book 5 at Page 107 and 108 of the Public Records of Okaloosa County, Florida;

Thence go South 65 degrees 15 minutes 23 seconds West along the Southerly right-of-way line of Bluewater Boulevard (120' R/W) a distance of 96.66 feet to a Point of Curvature;

Thence go along the aforesaid Southerly right-of-way line along a curve to the Right having a radius of 1832.57 feet an arc distance of 442.13 feet (CH = 441.06', CH BRG = S 72° 10' 05" W) to a Point of Tangency;

Thence go South 79 degrees 04 minutes 47 seconds West along the aforesaid Southerly right-of-way line a distance of 2041.80 feet to a Point of Curvature;

Thence go along a curve to the Right having a radius of 892.27 feet an arc distance of 851.02 feet (CH = 819.13', CH BRG = N 73° 35' 48" W) to the Point of Tangency;

Thence go North 46 degrees 16 minutes 23 seconds West along the aforesaid Southerly right-of-way line a distance of 255.80 feet;

Thence go North 43 degrees 43 minutes 37 seconds East a distance of 120.00 feet to the Northerly right-of-way of the aforesaid Bluewater Boulevard (120' R/W);

Thence go North 46 degrees 16 minutes 23 seconds West along the aforesaid Northerly right-of-way line a distance of 315.17 feet;

Thence go North 43 degrees 43 minutes 37 seconds East a distance of 281.62 feet;

Thence go North 88 degrees 43 minutes 37 seconds East a distance of 41.01 feet;

Thence go North 52 degrees 24 minutes 32 seconds East a distance of 144.71 feet;

Thence go North 37 degrees 35 minutes 28 seconds West a distance of 264.41 feet;

Thence go North 05 degrees 38 minutes 43 seconds East a distance of 207.32 feet to the Point of Curvature;

Thence go along a curve to the Right having a radius of 90.00 feet an arc distance of 282.74 feet (CH = 180.00', CH BRG = N 87° 30' 55" E) to a Point of Tangency and the Point of Beginning;

Thence go South 10 degrees 36 minutes 54 seconds East a distance of 130.65 feet;

Thence go South 37 degrees 35 minutes 28 seconds East a distance of 440.00 feet;

Thence go North 52 degrees 24 minutes 32 seconds East a distance of 275.44 feet;

Thence go North 00 degrees 00 minutes 00 seconds East a distance of 298.89 feet;

Thence go North 83 degrees 20 minutes 43 seconds West a distance of 34.69 feet;

Thence go North 58 degrees 01 minutes 43 seconds West a distance of 407.28 feet;

Thence go South 31 degrees 58 minutes 17 seconds West a distance of 246.98 feet to the Point of Beginning.

The above described parcel of land being situated in Section 22, Township 1 South, Range 22 West, Okaloosa County, Florida and contains 4.985 acres or 20,173 square meters.

Thence go North 00 degrees 00 minutes 48 seconds West along the West line of the aforesaid St. Andrews Village North Subdivision a distance of 187.13 feet;

Thence go South 53 degrees 09 minutes 02 seconds West a distance of 310.93 feet;

Thence go South 25 degrees 45 minutes 09 seconds West a distance of 606.70 feet;

Thence go South 64 degrees 10 minutes 51 seconds East a distance of 161.16 feet;

Thence go South 13 degrees 46 minutes 23 seconds East a distance of 210.74 feet;

Thence go North 76 degrees 13 minutes 37 seconds East a distance of 20.00 feet;

Thence go South 13 degrees 46 minutes 23 seconds East a distance of 120.00 feet;

Thence go North 84 degrees 13 minutes 37 seconds East a distance of 134.00 feet;

Thence go South 22 degrees 46 minutes 23 seconds East a distance of 73.92 feet;

Thence go South 43 degrees 43 minutes 37 seconds West a distance of 281.62 feet to a point on the aforesaid Northerly right-of-way line of Bluewater Boulevard;

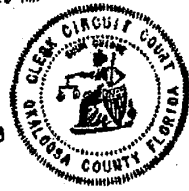
Thence go South 46 degrees 16 minutes 23 seconds East along the aforesaid Northerly right-of-way line a distance of 80.00 feet to the Point of Beginning.

The above described parcel of land being situated in Section 22, Township 1 South, Range 22 West, Okaloosa County, Florida and contains 10.220 acres or 41,359 square meters and is subject to an 8 foot wide electrical easement as recorded in Official Record Book 1109 at Pages 175 and 176.

LESS AND EXCEPT ALL PROPERTY DESCRIBED IN EXHIBIT A.

52 1 WJ E2 NW 28

RECORDERS MEMO. LEGIBILITY OF SOME ENTRIES ON THIS PAGE NOT SUITABLE FOR MICROFILM REPAIRS



h51999

**** OFFICIAL RECORDS ****
BK 1393 PG 1107

AMENDMENT
TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VILLAS OF ST. ANDREWS
BLUEWATER BAY, FLORIDA

The following amendments to the Declaration of Covenants, Conditions and Restrictions are duly adopted by the undersigned. 900

ARTICLE IV, Section 2 (3). Completely eliminate this statement.

ARTICLE V, Section 2 (3). Completely eliminate this statement.

ARTICLE VI, Section 21. Change the first sentence to read as follows:

The Owner of each Lot shall keep the exterior surface of the house and garage on the Lot in a first class condition, shall keep such Lot free of trash and rubbish and shall keep such Lot at all times in a neat and attractive condition.

ARTICLE VII, Section 1. Completely eliminate the first sentence.

ARTICLE VII, Section 2. Add the following sentence:

Each owner shall secure and maintain a property damage insurance policy with a company licensed to do business in Florida to cover full replacement value of any permanent buildings on the Owner's lot, to include house and garage.

ARTICLE VII, Section 3. Completely eliminate the first sentence and substitute the following:

The cost of insurance provided by the Association for the Common Area shall be an expense charged pro rata as an assessment against each lot. The cost of any insurance which the Association obtains covering the improvements located on a lot shall be an expense levied against the Owner of said lot.

ARTICLE VIII, Section 3. Completely eliminate this section which is rewritten to read as follows:

In the event a house or garage is damaged, the applicable Owner will be responsible for repairing or rebuilding such house or garage unless eighty percent (80%) of the votes entitled to be cast in the Association and the Owner thereof vote within 60 days of the casualty or discovery of the damage not to repair or rebuild such damaged house or garage.

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF VILLAS OF ST. ANDREWS
BLUEWATER BAY, FLORIDA

EXHIBIT "B"

ARTICLES OF INCORPORATION
OF
VILLAS OF ST. ANDREWS PROPERTY OWNERS ASSOCIATION, INC.

FILED
MAY 4 11 00 AM '82
CLERK OF DISTRICT COURT
SOUTH DIXIE COUNTY, FLORIDA

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes and certify as follows:

ARTICLE I
NAME

The name of the corporation shall be Villas of St. Andrews Property Owners Association, Inc.

ARTICLE II
PURPOSE

The purpose for which the corporation is organized is to operate and manage the property known as the Villas of St. Andrews located in Bluewater Bay, Okaloosa County, Florida pursuant to the Declaration of Covenants, Conditions and Restrictions of Villas of St. Andrews, Bluewater Bay, Florida.

ARTICLE III
POWERS

The corporation shall have the power and authority to carry out the purpose of the corporation, and all the powers granted to it pursuant to the aforesaid Declaration, the By-Laws of the corporation and the provisions of Florida Statutes now or as hereinafter enacted applicable to corporations organized not for profit.

ARTICLE IV
MEMBERSHIP AND VOTING

A. The record fee simple Owner of each lot in the Villas of St. Andrews, including contract sellers but excluding those having an interest merely as security for the performance of an obligation, and including the Declarant pursuant to said Declaration, shall be a member of the corporation.

B. The Corporation shall have two classes of voting membership.

(1) Class A. Class A members shall be all owners of lots in the Villas of St. Andrews, with the exception of the Declarant while Declarant is a Class B member, and shall be entitled to one vote for each lot owned. When more than one person or entity holds an interest in any lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

(2) 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 lot owned. The Class B membership shall cease and be converted to Class A membership when Declarant or its designated successors or assigns no longer is the record owner of a lot or June 20, 1988, whichever occurs first.

ARTICLE V
CORPORATE EXISTENCE

This corporation shall exist perpetually.

ARTICLE VI
DIRECTORS

A. The business of this corporation shall be conducted by a Board of Directors of not less than three (3) directors nor more than nine (9) directors, the exact number of directors to be fixed in accordance with the By-Laws of the corporation.

B. The Directors shall be elected every two years by the members of the corporation. The election of directors, their removal or the filling of vacancies on the Board of Directors shall be in accordance with the By-Laws of the corporation.

ARTICLE VII
DIRECTORS AND OFFICERS

The names and post office addresses of the first Board of Directors and the officers of the corporation who shall hold office until their successors are elected and qualified are as follows:

<u>Name</u>	<u>Address</u>	<u>Title</u>
Jerome A. Zivan	120 Inland Drive Atlanta, Georgia 30342	President & Director
David C. Weaver	8 Marina Cove Village Niceville, Florida 32578	Vice-President & Director
James Ewing	300 Yacht Club Drive Niceville, Florida 32578	Vice-President
Martin Luper	9800 Summer Oaks Drive Roswell, Georgia 30076	Treasurer & Director
Connie Recher	300 Yacht Club Drive Niceville, Florida 32578	Secretary

ARTICLE VIII
INCORPORATORS AND SUBSCRIBERS

<u>Name</u>	<u>Address</u>
Pamela McKay	Suite 220, 5995 Barfield Road, Atlanta, Georgia 30328
Jane Menizer	Suite 220, 5995 Barfield Road, Atlanta, Georgia 30328
Kathy Howell	Suite 220, 5995 Barfield Road, Atlanta, Georgia 30328

ARTICLE IX
BY-LAWS

The By-Laws of the corporation shall be adopted by the Board of Directors. The amendment, alteration or rescission of said By-Laws shall be in accordance with the provisions of said By-Laws.

ARTICLE X
AMENDMENTS TO ARTICLES OF INCORPORATION

Section 1. The Articles of Incorporation may be amended by the members at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by a majority of the members of the Board of Directors and by members representing at least sixty (60%) percent of the votes in the corporation.

We, the undersigned, being the original incorporators of the foregoing corporation do hereby certify that the foregoing constitutes the proposed Articles of Incorporation of the Villas of St. Andrews Property Owners Association, Inc.

WITNESS our hands and seals this 15 day of April, 1982.

[Signature] (SEAL)
 Pamela McKay

[Signature] (SEAL)
 Jane Mentzer

[Signature] (SEAL)
 Kathy Howell

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME personally appeared Pamela McKay, Jane Mentzer and Kathy Howell to me well known as the persons described in and who executed and subscribed to the foregoing Articles of Incorporation, and they acknowledged before me that they executed and subscribed to the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 15 day of April, 1982.

[Signature]
Notary Public

My commission expires:
Notary Public, Georgia, J. Lee A. Luge
My Commission Expires Jan 18, 1983

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF VILLAS OF ST. ANDREWS
BLUEWATER BAY, FLORIDA

EXHIBIT "C"

AMENDED AND RESTATED
BYLAWS OF VILLAS OF ST. ANDREWS PROPERTY OWNERS ASSOCIATION, INC.

THESE AMENDED AND RESTATED BYLAWS OF VILLAS OF ST. ANDREWS PROPERTY OWNERS ASSOCIATION, INC., SPECIFICALLY AND COMPLETELY SUPERSEDE AND REPLACE ALL PREVIOUSLY EXECUTED VERSIONS OF THE BYLAWS AND AMENDMENTS THERETO.

ARTICLE I
ASSOCIATION

- 1.1 Association Members and Voting. The Association shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
- 1.2 Association. Villas of St. Andrews Property Owners Association, Inc. ("Association") shall be a nonprofit corporation.
- 1.3 Definitions. The terms defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Villas of St. Andrews Bluewater Bay, Florida shall have the same meaning when used in these Bylaws unless the context requires otherwise.

ARTICLE II
MEETINGS OF THE OWNERS

- 2.1 Place of Meetings. Meetings of the Owners may be held at any place as set forth in the notice thereof or in the event of a meeting held pursuant to waiver of notice, as may be set forth in the waiver.
- 2.2 Annual Meeting. The annual meeting of Owners shall be held on the day and at the time as shall be determined by the Board for the purpose of electing persons to the Board and transacting any and all business that may properly come before the meeting.
- 2.3 Substitute Annual Meeting. If the annual meeting is not held as designated in Section 2.2, any business, including the election of Directors, which might properly have been acted upon at the meeting may be acted upon at any subsequent Owners' meeting held pursuant to these Bylaws.
- 2.4 Special Meeting. Special meetings of the Owners may be called at any time by the president, the Board, or by the Owners having fifty percent (50%) or more of all votes in the Association.
- 2.5 Notice of Meetings. Unless waived as contemplated in Sections 2.10 and 7.8. or by attendance at the meeting, either in person or by proxy, notice of each Owners' meeting stated the place, time and purpose of the meeting shall be delivered not less than twenty-one (21) days in the case of the annual meeting and seven (7) days in the case of any other meeting before the meeting, either personally or by mail, by or at the discretion of the president or secretary or other person calling the meeting, to each Owner of record at such address or addresses as any of them may have designated, or, if no other address has been so designated, at the address of their respective Lots, or by electronically transmitting the notice to the address Member supplied to the Association for the purpose of receiving notice.
- 2.6 Quorum. A quorum shall be deemed present throughout any meeting of the Owners until adjourned if Owners, in person or by proxy, entitled to cast more than two-thirds of the votes in the Association are present at the beginning of such meeting. A majority of the votes cast at a duly constituted meeting, in person or by proxy, shall be binding on all Owners.

- 2.7 Proxies. The vote of any Owner may be cast pursuant to a proxy or proxies duly executed by or on behalf of all the Owners of a Lot. No such proxy shall be revocable except by written notice delivered to the Association by the Owners or by any of such person.
- 2.8 Presiding Officer. The president, or in his absence, the vice-president, shall serve as a chairman of every Owners' meeting. The chairman shall appoint such persons as he deems required to assist with the meeting.
- 2.9 Adjournments. Any meetings of the Owners, whether or not a quorum is present, may be adjourned by the holders of a majority of the votes represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting or of the business to be transacted, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.
- 2.10 Action of Owners Without a Meeting. Any action which may be taken at a meeting of the Owners may be taken without a meeting if a written approval and consent, setting forth the action authorized, shall be signed by each of the Owners entitled to vote on the date on which the last such Owner signs such approval and consent and upon the filing of such approval and consent with the officer of the Association having custody of its books and records. Such approval and consent so filed shall have the same effect as a unanimous vote of the Owners at a special meeting called for the purpose of considering the action authorized.

**ARTICLE III
THE BOARD OF DIRECTORS**

- 3.1 General Powers. The Board shall have the power and authority to manage of the affairs of the Association. In addition, the Board shall have all the powers vested in it pursuant to common law, the Florida Statutes, together with the powers granted to it pursuant to the Declaration, the Articles of Incorporation, and these Bylaws, subject to approval of the Owners as expressly reserved in such documents.
- 3.2 Number, Election, and Term of Office. The number of directors of the Association shall not be less than three (3) nor more than nine (9), the precise number to be fixed by resolution of the Owners from time to time. Except as provided in Section 3.4, the directors shall be elected by the affirmative vote of a majority of the votes cast at the annual meeting. Each director, except in case of death, resignation, retirement, disqualification, or removal, shall serve for a term of two years and until his successor shall have been elected and qualified. All directors must be Owners.
- 3.3 Removal. Any director may be removed from office with or without cause by the affirmative vote of the holders of a majority of the votes in the Association. Removal action may be taken at any Owners' meeting with respect to which notice of such purpose has been given, and a removed director's successor may be elected at the same meeting to serve the unexpired term.
- 3.4 Vacancies. A vacancy occurring in the Board, except by reason of removal of a director, may be filled for the unexpired term, and until the Owners shall have elected a successor, by affirmative vote of a majority of the directors remaining in office.
- 3.5 Compensation. Directors shall not receive compensation for their services as directors. A director may serve the Association in a capacity other than that of a director and receive compensation, as determined by the Board, for services rendered in that other capacity.
- 3.6 Committees of Board of Directors. The Board by resolution adopted by a majority of the full Board may designate from among its members an executive committee and one or more other committees. Except as prohibited by law, each committee shall have the authority set forth in the resolution establishing said committee.

**ARTICLE IV
MEETINGS OF THE BOARD OF DIRECTORS**

- 4.1 Regular Meetings. Regular meetings of the Board shall be held immediately after the annual meeting of Owners or any meeting held in lieu thereof. In addition, the Board may schedule other meetings to occur at regular intervals throughout the year.
- 4.2 Special Meetings. Special meetings of the Board may be called by or at the request of the president, or in his absence by the secretary or by any two directors in office at that time.
- 4.3 Place of Meetings. Directors may hold their meetings at any place within the State of Florida as the Board may from time to time establish for regular meetings or as is set forth in the notice of special meetings or, in the event of a meeting held pursuant to waiver of notice, as may be set forth in the waiver.
- 4.4 Notice of Meetings.
 - (a) Notice to Board Members. No notice shall be required for any regularly scheduled meeting of the Board. Unless waived as contemplated in Sections 4.7 and 7.8, the president or secretary or an director shall give notice to each director of the special meeting stating the time, place and purpose of the meeting. Attendance by a director at a meeting shall constitute waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called.
 - (b) Notice to All Other Members. Notice to all other Members shall be provided in the same manner as for Owners' meetings as set forth in Section 2.5.
- 4.5 Quorum. A quorum shall be deemed present throughout any meeting of the Board if persons entitled to cast at least one-half of the votes in that body are present at the beginning of the meeting.
- 4.6 Vote Required for Action. Except as otherwise provided in this Section or Bylaw, the act of a majority of the directors present at a meeting at which a quorum is present at the time shall be the act of the Board. Vacancies in the Board may be filled as provided in Section 3.4.
- 4.7 Action by Directors Without a Meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a written consent thereto shall be signed by all the directors and such written consent is filed with the minutes of the proceedings of the Board. Such consent shall have the same force and effect as a unanimous vote of the Board.
- 4.8 Adjournments. A meeting of the Board may be adjourned by a majority of the directors present to reconvene at a specific time and place. It shall not be necessary to give notice of the reconvened meeting or of the business to be transacted, other than by announcement at the meeting which was adjourned. At any such reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting which was adjourned.

ARTICLE V OFFICERS

- 5.1 Number. The executive officers of the Association shall consist of a president, one or more vice-presidents as determined or designated by the Board, a secretary and a treasurer. The Board shall from time to time create and establish the duties of such officers and elect such other officers or assistant officers as it deems necessary for the efficient management of the Association, but the Association shall not be required to have at any time any officers other than a president, secretary, and a treasurer. Any two or more offices may be held by the same person, except the offices of president and secretary.
- 5.2 Election and Term. All executive officers shall be elected by the Board and shall serve at the will of the Board and until their successors have been elected and have qualified or until their earlier death, resignation, removal, retirement or disqualification. All officers must be Owners.
- 5.3 Removal. Any officer or agent elected by the Board may be removed by the Board at any meeting with respect to which notice of such purpose has been given to the members thereof.
- 5.4 President. The president shall be the chief executive officer of the Association and shall have the general supervision of the business of the Association. He shall see that all orders and resolutions of

the Board are carried into effect. The president shall perform such other duties as may from time to time be delegated to him by the Board. The president shall be elected from among the Board and reside over the meetings of the Board.

- 5.5 Vice-Presidents. The vice-president shall, in the absence or disability of the president, or at the direction of the president, perform the duties and exercise the powers of the president. If the Association has more than one vice-president, the one designated by the Board shall act in lieu of the president. Vice-presidents shall perform whatever duties and have whatever powers the Board may from time to time assign.
- 5.6 Secretary. The secretary shall keep accurate records of the minutes of all meetings of Owners and the Board. He shall have the authority to give all notices required by law or these Bylaws. He shall be the custodian of the Association books, records, contracts and other documents. The secretary may sign such instruments as may require his signature. The secretary shall perform whatever additional duties and have whatever additional powers the Board may from time to time assign him or incident to the office of secretary.
- 5.7 Treasurer. The treasurer shall have custody of all funds and securities belonging to the Association and shall receive, deposit or disburse the same under the direction of the Board. The treasurer shall keep the financial records and books of account and shall make such reports of the same to the board of directors and president upon request. The treasurer shall perform all duties as may be assigned to him from time to time by the Board or incident to the office of treasurer.
- 5.8 Assistant Secretary and Assistant Treasurer. The assistant secretary and assistant treasurer shall, in the absence or disability of the secretary or treasurer, respectively, perform the duties and exercise the powers of those offices, and they shall, in general, perform such other duties as shall be assigned to them by the Board. Specifically, the assistant secretary may attest the signature of any officers of the Association.

ARTICLE VI ASSESSMENTS

- 6.1 Annual Assessments. Prior to the beginning of each fiscal year the Board shall prepare an estimated budget for the next fiscal year. The assessment shall be a lien against each Lot as provided in the Declaration. The assessment shall be due from each owner in advance and be payable either quarterly or monthly, as the Board shall determine. The Board may amend the annual assessment if they determine it to be insufficient. If the Board fails to make an annual assessment the Owners shall pay the amount of the payments for the previous annual assessment.
- 6.2 Special Assessments. The Board may impose such special assessments in the amount and provide for the time of payment as it may determine.
- 6.3 Rate of Assessment. All assessments shall be levied against the Owners as provided in the Declaration.

ARTICLE VII MISCELLANEOUS


- 7.1 Fiscal Year. The Board is authorized to fix the fiscal year of the corporation and to change the same from time to time as it deems appropriate.
-

- 7.2 Inspection of Books and Records. Owners and their mortgagees, if applicable, may inspect the records of receipts and expenditures of the Board upon reasonable notice and during normal business hours. Any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.
- 7.3 Delegation of Powers and Duties of the Board of Directors. The Board may engage in the services of a manager or managing agent, or both; and delegate all of its powers and duties to such manager or managing agent, or both; provided the delegation of such powers and duties shall not relieve the board of directors of its responsibility under the Declaration.
- 7.4 Personnel. The Board may designate and remove personnel necessary to carry out the provisions of these Bylaws and the Declaration.
- 7.5 Rules and Regulations. The Board may adopt and amend, from time to time and publish rules and regulations governing the use of the Common Areas, including the personal conduct of the Members and their guests thereon, and to establish penalties for infractions of such rules and regulations. Amendment of Bylaws. The Bylaws may be amended by a majority of the votes cast at a duly constituted meeting for such purpose or by written consent of Owners holding a majority of the votes in the Association.
- 7.7 Indemnification. The Association may be empowered to indemnify any current or former officer, director or committee member, by a majority vote of a quorum of directors, or by a majority vote of a quorum of Members, who are not parties to such action, suit, or proceeding, in the manner provided in the applicable Chapter of the Florida Statutes. If such indemnification is authorized by the directors or Members, expenses incurred in defending such civil or criminal action, suit, or proceeding may be paid by the Association in advance of final disposition of such action, suit or proceeding in the manner described in the Florida Statutes upon receipt of an undertaking by or on behalf of the director, officer, or committee member to repay such amount unless he or she is found to be entitled to such indemnification.
- 7.8 Waiver. Whenever any notice is required to be given to any Owners or directors by law or by these Bylaws or the Declaration, a waiver thereof in writing signed by the directors or Owner entitled to such notice or by the proxy of such owner, whether before or after the meeting to which the waiver pertains, shall be deemed equivalent thereto.


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CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President of the Villas of St. Andrews Property Owners Association, Inc., a Florida corporation not for profit ("Association"), does hereby certify that on the day of July 22, 2015, the foregoing Amended and Restated Bylaws were duly approved, adopted and enacted by the affirmative vote of the required percentage of Owners at a properly noticed meeting of the Owners at which a quorum was present and constitute the current Bylaws of the Association.


Richard Oare, Its Director


VILLAS OF ST. ANDREWS PROPERTY OWNERS ASSOCIATION, INC.


By: 
John Castriotta, President

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

The foregoing instrument was acknowledged before me this 30 day of July 2015, by John Castriotta, as President of the Villas of St. Andrews Property Owners Association, Inc., and Richard Oare, as Director of the Villas of St. Andrews Property Owners Association, Inc., who are both known to me.

Affix Seal:


Type Name:
NOTARY PUBLIC
My Commission Expires

 BRANDI CULHANE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF149219
Expires 8/10/2018