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PREPARED BY:

Matthews & Matthews, LLP
4475 Legendary Drive
Destin, FL 32541

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JD Peacock II Clerk of Circuit Court Okaloosa County, FL

CERTIFICATE OF AMENDMENT

The undersigned, being the President of the Parkwood Cove Homeowners Association, Inc., a Florida non-profit corporation, does hereby certify that at a meeting of the Members, duly called and held on April 30, 2024, pursuant to notice as required and at which a quorum was present and the necessary vote received, the attached AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PARKWOOD COVE AT BLUEWATER BAY was approved.

IN WITNESS WHEREOF, the undersigned has executed the foregoing on behalf of the Association this 27 day of MAY, 2024.

WITNESSES:

PARKWOOD COVE HOMEOWNERS ASSOCIATION, INC.

By: Kurt Birmingham
Kurt Birmingham, President

[Signature]
Printed: Randy Welsch

[Signature]
Printed: Leslie Welsch

STATE OF FLORIDA
COUNTY OF Okaloosa

The foregoing Certificate of Amendment was acknowledged before me by X physical presence or online notarization this 27th day of May, 2024, by Kurt Birmingham, as President of Parkwood Cove Homeowners Association, Inc. Such person did not take an oath and:

(notary must check applicable selection)

X is personally known to me.

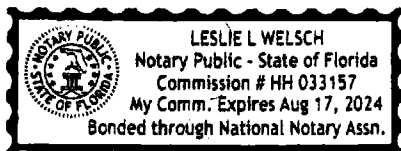
 produced a current Florida driver's license as identification.

 produced as identification.

{Notary Seal must be affixed}

[Signature]
Signature of Notary
Leslie Welsch
Name of Notary (Typed, Printed or Stamped)

My Commission Expires: 5/17/24



Prepared by:
Matthews & Jones, LLP
4475 Legendary Drive
Destin, FL 32541

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PARKWOOD COVE AT BLUEWATER BAY

THIS AMENDED AND RESTATED DECLARATION ("Declaration"), is made this 5th day of NOV, 2024 by Parkwood Cove Homeowners' Association, Inc., hereinafter referred to as the "Association".

WHEREAS, the Association is comprised of all owners of Lots in that certain subdivision in Okaloosa County, Florida, which is known as Parkwood Cove at Bluewater Bay, recorded at Plat Book 15 Page 80, of the Public Records of Okaloosa County, Florida (the "Plat").

WHEREAS, Parkwood Court Development Corporation (the "Declarant") recorded that certain Declaration of Covenants, Conditions, and Restrictions Parkwood Cove at Bluewater Bay (the "Declaration") as recorded in Official Records Book 1922, Page 1547 of the Public Records of Okaloosa County, Florida.

WHEREAS the Declaration applies to all lots and common areas in Parkwood Cove at Bluewater Bay (the "Property") as set forth on the Plat.

WHEREAS, the current Declaration is outdated and the Association, by and through the Owners, desires to amend and restate the Declaration.

NOW THEREFORE, the Association desires that the real property described above is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, all of which are for the purpose of protecting the value and desirability of the Property and which shall run with title to the Property, shall be binding upon all parties having any right, title or interest in the property or any part thereof and their respective heirs, successors and assigns and which shall inure to the benefit of each Owner of a Lot within the property.

ARTICLE I
DEFINITIONS

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms also may be defined the first time they appear.

1.1 "Articles" means the Articles of Incorporation of the Parkwood Cove Homeowners' Association, Inc. (hereafter "Association"), filed with the Secretary of State of Florida, as amended from time to time.

1.2 "Assessments" means, collectively, the following charges:

(a) "General Assessment" means the amount charged to each Member to meet the

Association's annual budgeted expenses.

(b) "Individual Lot Assessment" means an amount charged to a Member's individual Lot for any charges particular to that Lot.

(c) "Special Assessment" means a charge to each Member for capital improvements or emergency expenses.

1.3 "Association" means the Parkwood Cove Homeowners' Association, Inc., a Florida nonprofit corporation, its successors and assigns.

1.4 "Board" means the Board of Directors of the Association.

1.5 "Bylaws" means the Bylaws of the Association.

1.6 "Parkwood Cove" refers to Parkwood Cove at Bluewater Bay, the plat of which is recorded at Plat Book 15, Page 80, of the Public Records of Okaloosa County, Florida.

1.7 "Common Property" means those tracts of land that are (i) deeded to the Association and designated in the deed as Common Property, or (ii) labeled as a Common Area on the Plat. The term "Common Property" also means any personal property appurtenant to any real property owned by the Association or acquired by the Association if the personal property is designated as such in the bill of sale or other instrument conveying it. "Common Property" does not mean any area that is (i) dedicated in the plat to the county or municipal government or other party other than the Association, or (ii) sold or dedicated by the Association. Initially the Common Property shall consist of all roads, utility lines outside of Lot(s), retention areas, and stormwater discharge facility.

1.8 "Declaration" means this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Parkwood Cove, and all supplements and amendments to this Declaration.

1.9 "Stormwater Management System" means all drainage easements and rights of way, lakes, ponds, water management tracts, drainage facilities, conservation districts, conservation areas, and buffer zones, as shown on the Plat. The "Stormwater Management System" also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; or (ii) prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the Stormwater Management System as permitted pursuant to Chapter 62-346, Florida Administrative Code.

1.10 "Residential" means those types of living arrangements where one or more individuals reside in a single-family home environment. "Residential" shall not include business or commercial purposes.

1.11 "Lot" means any lot shown on a Plat along with any improvements constructed on the Lot.

1.12 "Member" means a member of the Association. Each Owner is also a Member.

1.13 "Mortgagee" means any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes, but is not limited to, a bank, a savings and loan association, a mortgage lending company, an insurance company, a credit union, and the Federal National Mortgage Association or similar agency.

Mortgage Association or similar agency.

1.14 "Owner" means the record owner, whether one or more persons or entities, of (i) the fee simple title to any Lot, or (ii) a life estate in any Lot.

1.15 "Plat" means the plat of Parkwood Cove at Bluewater Bay.

1.16 "Public Records" means and refers to the Official Records of Okaloosa County, Florida.

1.17 "Rules" means the rules governing the use of the Common Property originally enacted by Declarant and revised from time to time by the Association. The procedures regarding the Rules are set forth in Paragraph 5.6.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

2.1 The property subject to this Declaration consists of the property shown on the plat of Parkwood Cove at Bluewater Bay.

2.2 Annexation of Additional Property.

(a) Additional property may be annexed to Parkwood Cove by the Association. A two-third (2/3) vote of all owners entitled to vote is required for the Association to annex additional property.

(b) Procedure. The party effecting the annexation shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed by the president of the Association. The Supplemental Declaration shall contain the legal description of the property being annexed. The Supplemental Declaration may contain special provisions applicable to the property being annexed. These special provisions may limit the applicability of specific covenants, restrictions, and easements contained in this Declaration to the annexed property or may impose additional or different covenants, conditions, or restrictions to reflect the different character of the property being annexed. The party making the Supplemental Declaration will have sole discretion to determine the special provisions to be contained in the Supplemental Declaration; however, no special provisions may be included that exempt the owners of the property being annexed from equitably sharing in common expenses. Upon recording the Supplemental Declaration, the annexed property will become part of Parkwood Cove.

2.3 Further Subdivision or Replat of Lots. Owners may not subdivide or separate any Lot into smaller lots; however, this shall not prohibit corrective deeds or similar corrective instruments.

ARTICLE III
ARCHITECTURAL REVIEW AND CONSTRUCTION REQUIREMENTS

To ensure that the residential buildings within Parkwood Cove are harmonious, an Architectural Review Committee was established to approve all construction. Although certain requirements are specified herein, the Architectural Review Committee will not be limited to the specific requirements but rather will have broad discretion.

3.1 Architectural Review Committee.

(a) Composition. The Architectural Review Committee ("ARC") will consist of a

minimum of three persons and shall be comprised of the Association Board of Directors.

(b) Professional Advisor. The Architectural Review Committee may employ one or more architects or land planners to advise the Architectural Review Committee but is not required to do so. Each advisor may sit on the Architectural Review Committee as a nonvoting member. At the discretion of the Architectural Review Committee, the advisor may be paid a reasonable fee payable by the Owner submitting the Application.

3.2 Architectural Review Procedure.

(a) Construction Subject to Review. All construction, improvements, remodeling, or modification on or to a Lot, except interior alterations not affecting the external appearance of the Lot or improvements on a Lot, must be approved in advance by the Architectural Review Committee. This specifically includes, but is not limited to, painting or other alteration of a building (including doors, windows, and trim); replacement of roof or other parts of a building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels, or other devices; construction of fountains; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; addition of exterior window coverings; and initial landscaping and any material alteration of landscaping.

(b) Application. One set of the plans shall be submitted for approval and shall include (where appropriate):

- (i) Construction Plans. The construction plans and specifications, including all proposed clearing and landscaping;
- (ii) Elevations. Elevations of all proposed improvements. All exterior views of the dwelling must be shown and all exterior elevations of amenities such as walls, fountains, built up planters, etc. shall be shown;
- (iii) Survey. A lot survey showing current improvements;
- (iv) Dimension Site Plan. This drawing shall show setbacks and all planned improvements, gates, fountains, etc;
- (v) Foundation and Framing Plan. Plans to be in conformity with all Okaloosa County and State of Florida codes;
- (vi) Floor Plans. Floor plans to be drawn containing all information necessary for construction;
- (vii) Details. Drawings shall show exterior trim, window and door details, railings, planter construction, side walls and fences, and all other exterior amenities; and
- (viii) Additional Items. such other items as the Architectural Review Committee requires.

No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with the submitted plans. Any modification to the approved plans must also be reviewed and approved by the

Architectural Review Committee.

(c) **Basis for Decision.** The Architectural Review Committee, in making its decisions, may consider purely aesthetic matters that in the sole opinion of the Architectural Review Committee will affect the desirability or suitability of the construction.

(d)

(e) **Notification of Approval.** The Architectural Review Committee must notify an applicant in writing of its decision within forty-five (45) days of receiving a completed application. If approval or disapproval is not given within forty-five (45) days after submission of a completed application, the application will be deemed approved unless the applicant agrees to an extension.

(f) **Enforcement.** If any construction or modification is undertaken that has not been approved or that deviates substantially from the approved plans, Declarant or the party delegated or assigned Declarant's right to appoint the Architectural Review Committee, may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorney's fees at trial or on appeal. The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

3.3 **Liability.** The Architectural Review Committee and Declarant will not be liable to the applicant or to any other party to ensure that the proposed plans comply with any applicable building codes, for inadequacy or deficiency in the plans resulting in defects in the improvements, or to ensure that construction was done in accordance with the plans.

3.4 **Specific Restrictions and Requirements.** The following restrictions and requirements shall apply to the Lots and to structures constructed thereon; however, the Architectural Review Committee will not be limited to these items when reviewing plans and will have broad discretion in the interpretation of these restrictions.

(a) **Minimum Square Footage.** No residential structure shall be erected or placed on any building site, exclusive of garages, porches, patios and terraces, of less than 1691 square feet.

(b) **Commercial Building.** No building may be erected, placed, or permitted to remain on any Lot for business or commercial purposes.

(c) **Building Restriction Lines.** No dwelling shall be located nearer to the streets or adjacent Lots than the applicable building setback requirements on the applicable Plat, or if not specified on the Plat, of the applicable government regulation.

(d) **Exterior Color and Materials.** The color and materials of all exterior surfaces will be subject to approval of the Architectural Review Committee. The Architectural Review Committee may promulgate a list of approved colors and materials for this purpose. This restriction includes, but is not limited to roofs, window tints and films.

(e) **Non-Interference with Easements.** No structure, planting, or other material may be placed or permitted to remain on a Lot if it may damage or interfere with the installation or maintenance of any entry way, hedge, planting, tree, grass, fence, or other improvement or landscaping, or with maintenance or repair of the Stormwater Management System or of any improvement located within the Common Property or any drainage easement. Any easement area located on a Lot and all improvements on an easement area shall

be maintained by the Owner of the Lot whereon the easement area lies, except for those easement areas the maintenance of which is the responsibility of a public authority, utility, or the Association. In any event, an Owner may not interfere with the maintenance of an easement area on the Owner's Lot by the party responsible for maintaining the same. This provision may be enforced by any person or party benefitting from the easements or responsible for the maintenance of them.

(f) Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone, and cable must be run underground from the connecting point therefrom to the building in such a manner as is acceptable to the respective utility authority or company and the Architectural Review Committee.

(g) Mailboxes. All mailboxes, paper boxes, or other receptacles of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or permitted in only the location approved by the Architectural Review Committee and must be constructed according to a size, design, and material approved by the Architectural Review Committee.

(h) Signs. No sign of any kind shall be displayed to general view on any Lot except under any of the following circumstances:

(i) Directional, traffic, safety signs and markers may be installed by the appropriate governmental authority or by the Board, and entrance or other identification signs may be installed by or with the consent of the Architectural Review Committee; and

(ii) One "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the agent for such Owner; and

(iii) One "For Rent" sign not more than two square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the agent for such Owner.

(i) Fences. No fence or wall shall be erected higher than six feet from the normal surface of the ground except those Lots within the subdivision where the rear property lines are directly adjacent to the commercial shopping center and Lots 17 and 18 shall erect eight feet high fences along the back of each Lot. All fences must be approved by the Architectural Review Committee as to location, quality, style, material, color and design prior to construction. Visible chain link fences will not be permitted. In no event shall any fence connect to any house at a point closer than thirty feet from the front of each house, except Lots 10, 11, 17 and 18 which shall be allowed to erect a fence sixteen feet from the from the house directly adjacent to the end of the cul-de-sac. Fences may not be located outside the property lines. No fence or wall shall be erected between the front of the house and the street. The portion of the fence built by the Declarant around the perimeter of the Property will be maintained by the respective lot owner on whose lot a portion of the fence is located. Lots 1, 12, 13, 22, 24 and 27 have special limitations concerning where fences may be built. Specific information should be requested from the Architectural Control Committee concerning those limitations prior to lot purchaser or prior to any planning or construction. In general, these limitations address conflicts between front, side and rear yard fence setbacks.

(j) Manufactured Homes. No trailers or modular homes shall be permitted.

3.5 Completion of Construction and Repairs. The improvement of a Lot and the construction, repair, or remodeling of any improvement must be diligently and continuously pursued once begun and, in any event, promptly completed within one (1) year after commencement of work. The Architectural Review Committee may, as a condition of approval, impose a deadline to complete construction. In addition to any

other remedies, the Architectural Review Committee may impose a fine for each day of violation for work that is not diligently pursued, continued, and completed.

3.6 Destruction or Damage to Subdivision Improvements. Owners will be responsible for any and all damage caused to Common Property or subdivision improvements, including, but not limited to, curbs, gutters, water hydrants, sidewalks, power poles, or fences erected by anyone, whether such damage is caused by the Owner or the Owner's employees, agents, invitees, guests, contractors, or subcontractors. Any liability incurred under this provision will be both a personal obligation and an Individual Lot Assessment on such Owner's Lot.

ARTICLE IV USE OF PROPERTY; INDIVIDUAL LOTS

The following restrictions are imposed on the use of the Lots to promote a harmonious neighborhood and limit uses that may be a nuisance to other Owners.

4.1 Business and Commercial Use. No building may be erected on any Lot for business and commercial purposes. This provision shall not prohibit an Owner's right to rent or lease their property.

4.2 Maintenance of Exteriors. Each Owner shall at all times maintain the exterior of all structures on the Owner's Lot and any and all fixtures attached thereto in a sightly manner. If an Owner fails to undertake the necessary repair or maintenance within thirty (30) days of notice of violation (given by the Association or the Architectural Review Committee) or fails to complete the work within sixty (60) days of the notice, the Association may affect the repairs or maintenance to the Owner's Lot to preserve the beauty, quality, and value of Parkwood Cove and the costs of these repairs or maintenance, plus a 15% administrative fee to the Association, shall be payable by the Owner. If the Owner fails to make this payment within ten (10) business days of demand, the costs and fee will constitute an Individual Lot Assessment against the Owner's Lot. Each Owner grants the Association, and their respective contractors, employees, and agents a perpetual easement to enter onto the Owner's Lot to carry out the work, and releases those parties from all liability with respect to such work. Additionally, the Association may impose a fine for each day this paragraph 4.2 is violated.

4.3 Noxious Vegetation. No Owner may permit the growth of noxious weeds or vegetation on the Owner's Lot or on the land lying between the street and the front Lot line of the Owner's Lot. All unimproved areas of a Lot must be maintained in an attractively landscaped and sightly manner. The Association may impose a fine for each day this paragraph is violated.

4.4 Litter, Trash, Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on any Lot except in closed sanitary containers. Trash containers must be kept inside a garage or otherwise hidden from public view on the side of the house behind an approved screen or panel. Trash containers may be placed at the front of the Lot on the night prior to the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible after collection.

4.5 Nuisances. No Owner may cause or permit unreasonable noises or odors on the Owner's Lot. No Owner may commit or permit any nuisance, any immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to the other Owners or their guests. Soliciting within Parkwood Cove is strictly prohibited without the approval of the Association.

4.6 Parking. Private passenger motor vehicles and non-commercial trucks and non-commercial vans may be parked only on the driveway area of a Lot. Boats and personal watercraft, including but not

limited to jet ski and wave runner type watercraft, and all trailers therefor may not be parked in the driveways of Lots. Commercial trucks and commercial vans may only be parked on the driveway area of a Lot when necessary for providing services to an Owner, or for pickup and delivery service, but only while undertaking this activity and never overnight. Recreational vehicles, motor homes, travel trailers, campers, and trailers may not be parked on the driveway area of a Lot in excess of forty-eight (48) hours and may be so parked for loading and unloading only. They may not be used for overnight stays by any persons. Repairs to and/or maintenance of any vehicle on the Lots is prohibited. There shall be no parking on Subdivision roads of any motor vehicles, including without limitation, cars trucks, trailers, boats, watercraft, campers, recreational vehicles or motorcycles. There shall be no parking on the grass of any Lot or Common Areas. The Association reserves the right to establish additional rules and regulations related to parking and towing of vehicles in violation of the Declaration.

4.7 Animals/Pets. Common household pets are permitted to be kept on the Lots but shall not be kept in such number as to be an annoyance to other Owners, their tenants or guests. All owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets on any Lot. All pets shall at all times be kept on a leash, in the house or in a fenced in backyard. Owners, their tenants and guests shall abide by all Okaloosa County ordinances relating to pet ownership.

4.8 Short Term Rentals. Each Lot shall be used, improved and devoted exclusively to single family residential use. Timeshare ownership of Lots is not permitted. No short-term rentals (periods of less than 180 consecutive days or less) shall be permitted. Nothing herein shall be deemed to prevent the Owner from leasing for long-term rental (i.e. 181 days or longer), subject to all of the provisions of the Declaration, Articles, Bylaws and rules and regulations of the Association.

4.9 Occupancy of Homes. The maximum numbers of occupants per home shall not exceed the threshold established by the Okaloosa County Land Development Codes, as amended from time to time.

ARTICLE V COMMON PROPERTY

The Association will own and maintain the Common Property for the benefit of all Members and, when necessary, improve, convey, or lease the property.

5.1 Title to Common Property.

(a) Ownership. The Common Property will be owned by the Association for the benefit of all owners.

(b) Conveyance. The Association is authorized to buy or lease real or personal property to be added to the Common Property. The Association may sell or lease any part of the Common Property; however, membership approval is not needed for the Board to sell personal property or to grant easements on real property.

(c) Dedication. If the county or municipal government requests that the Association convey title to or dedicate the Common Property or any portion thereof to the public, the Association will be authorized to make such conveyance or dedication, but only with the approval of the Members. Upon such dedication, all obligations of the Association regarding the property so dedicated will cease except for requirements imposed as a condition of the dedication.

5.2 Maintenance; Management; Contracts.

(a) Association Responsibility. The Association will be responsible for the management, control, maintenance, repair, replacement and improvement of the Common Property and must keep the same attractive, clean, and in good repair in accordance with this Declaration and applicable governmental regulations. This shall include, but not be limited to, water and sewer lines, lift station, and roads.

(b) Management Agreements. The Association may contract with a third party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. Management costs will be included within the Assessments. The property manager for the Association, its employees, officers, contractors, and assigns will have the right to use the Common Property without liability for Assessments or other charges, as more particularly specified in the management agreement.

5.3 Capital Improvements. The Association may make capital improvements to the Common Property and may modify the uses of the Common Property.

5.4 Damage or Destruction of Common Property by Owner. If any Owner or any guest, customer, tenant, licensee, agent, employee or family member damages any of the Common Property as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair will be the responsibility of that Owner and will become an Individual Lot Assessment payable by the responsible Owner.

5.5 Compliance with Laws. Lots and the Common Property may be used and must be maintained in accordance with all applicable laws, ordinances, and regulations, including, without limitation, all regulations and requirements of the Water Management District and the Florida Department of Environmental Protection.

5.6 Rules for Use of Common Property. Members will have the right to use the Common Property only in accordance with the terms of the Rules initially made by Declarant and revised from time to time by the Association. The Rules may restrict the time of use, provide limitations on use of the Common Property by a Member's guests and lessees, and provided such fee or charge is uniformly assessed. No Member will be entitled to any rebate or reduction in such Member's Assessments on account of any such restrictions imposed on the Member's use of the Common Property. The Rules will be kept at the offices of the Association and copies will be made available without charge to any Member requesting the same.

5.7 Stormwater Management System Located in Common Property. The Association will be responsible for the maintenance, operation, and repair of such portion of the Stormwater Management System (which includes without limitation dry and wet retention areas) as is located on Common Property. Maintenance means the exercise of practices that allow the system to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the Water Management District and the Florida Department of Environmental Protection. Any repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified, as approved by the Water Management District or the Florida Department of Environmental Protection.

ARTICLE VI GRANT AND RESERVATION OF EASEMENTS

Every Owner has the benefit of certain easements and the responsibility for others.

6.1 Owners' Easement of Enjoyment of the Common Property. Every Owner will have a right and easement of enjoyment in and to the Common Property, subject to the restrictions imposed in this Declaration

or in the Rules. This easement will be appurtenant to and shall pass with title to every Lot. Any Owner, subject to the provisions of this Declaration, the Articles, the Bylaws, and the Rules, may delegate the Owner's right to enjoyment of the Common Property to the Owner's family, tenants and guests.

6.2 Easements in Favor of Association. Declarant reserves for itself, its successors and assigns, and for the Association, the following perpetual easements:

(a) Utilities. Easements, for ingress, egress, installation, replacement, repair, and maintenance of all public and private utilities and conveniences, upon all property subject to utility easements as shown on the Plat; across, over, through, and under the Common Property; and five feet in width along the front, rear, and side lot line of each Lot.

(b) Police Powers; Security. A blanket easement throughout Parkwood Cove for police powers and services supplied by the local, state, and federal governments and for any security services that may be provided by the Association.

ARTICLE VII ASSOCIATION ORGANIZATION

7.1 Membership. Every Owner is a mandatory Member of the Association. Membership is appurtenant to and may not be separated from title to any Lot.

7.2 Voting Rights. Each Member will be entitled to one vote for each Lot owned.

7.3 Exercise of Vote. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the number of votes for that Lot will not be increased, and the Members must determine among themselves how the Lot's vote may be exercised. Corporations, partnerships, and other entities must notify the Association of the natural person who will be considered a Member of the Association and be entitled to exercise its vote.

7.4 Board of Directors.

(a) Composition. The Board will consist of at least three directors, selected in accordance with the Articles and Bylaws.

(b) Classes. Each director will be appointed or elected to one of three classes to be known as Class 1, Class 2 or Class 3. Directors will be elected by class to provide for staggered terms. If the number of directors is increased as permitted by the Bylaws, each new position must be assigned to a class with the intention that each class will have as equal a number of directors as possible under the circumstances.

(c) Term of Office. The initial term for the Class 1 director will be for one year. The initial term for the Class 2 director will be for two years. The initial term for the Class 3 director will be for three years. Subsequent terms for directors of any class will be for two years; however, directors will always serve until resignation, removal, or the election of their successors.

(d) Qualifications. Each director must be a Member. If a director ceases to be a Member during the term of office, such person will be automatically removed from the Board, effective upon such occurrence.

(e) Voting Procedure. At each Annual Meeting, the Members will elect the directors to replace the directors of the class whose term of office is then expiring. Each Class A Member will have one vote for each seat to be filled. No cumulative voting will be permitted. The candidate(s) receiving the highest number of votes will be declared elected.

(f) Removal. Any director may be removed from office, with or without cause, by at least a majority vote of the Members attending at a duly noticed meeting of the Members.

(g) Vacancies; Replacement of Directors. Any vacancy occurring in positions as director may be filled by a majority vote of the remaining Board members. If the remaining Board members do not constitute a quorum, a special meeting of the Association may be called by any officer or by any Member to elect new members to the Board.

(h) Compensation. Directors shall be entitled to a \$50.00 reduction in General Assessments for their service on the Board. Directors must serve a minimum of one year on the Board to be entitled to the reduction.

7.5 Relationship to Articles and Bylaws. The Articles and Bylaws will govern all matters of the Association not set forth in this Declaration. The terms of this Declaration will prevail over any conflicting provisions in the Articles and Bylaws.

ARTICLE VIII OPERATION OF ASSOCIATION AND BOARD

Most day-to-day decisions about the maintenance of the Common Property and enforcement of the Declaration are the responsibility of the Board, acting on the Members' behalf. For those decisions requiring Members' approval, the Annual Meeting provides a public opportunity for discussion.

8.1 Annual Meeting.

(a) When called. The Annual Meeting will be called every year for the election to the Board of the class of directors whose term then expires and for other business requiring approval of the Members. The meeting date shall be as set forth in Articles and the Bylaws.

(b) Quorum. Voting at an Annual Meeting requires the presence of Members (in person or by proxy) representing 30% of the voting interests of the entire membership.

(c) Notice. Notice of the Annual Meeting shall be given by (i) mailing a notice to each Member at the last address furnished to the Association, (ii) delivering notices to a Member's dwelling on a Lot, but only if the Member regularly lives in the dwelling, and/or (iii) posting conspicuous notices for the meeting on the Common Property. Notice should be given at least thirty (30) days before the Annual Meeting.

8.2 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and has the authority to act on behalf of the Association in all matters.

(b) Quorum. Voting at a Board meeting requires the presence in person or by telephone conference call, of at least 50% of the directors. Except as prohibited by law, action required to be taken by

vote of the Board may be taken in the absence of a meeting by obtaining the written approval of a majority of the Board.

(c) Notices. Notices of all meetings of the Board shall be given by (i) mailing a notice to each Director at the last address furnished to the Association, (ii) delivering notices to a Director's dwelling on a Lot, but only if the Director regularly lives in the dwelling, and/or (iii) posting conspicuous notices for the meeting on the Common Property posted in a conspicuous place at least seven (7) days before the Board meeting, absent emergency. Fax transmission of notices is permitted. If the Board desires to levy an Assessment at a meeting, the notice must include a statement describing the Assessment being considered. All meetings must be open to the Members, except for meetings permitted by law to be closed.

8.3 Recordkeeping. The Board shall keep, or cause to be kept, a record of all meetings, both of the Board and of the Association. For each action taken, the record must state the vote and a description of the action approved, and, if applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record must be available for inspection by any Member, except for records of closed meetings of the Board. Officers may be elected by the Board by secret ballot.

ARTICLE IX ASSOCIATION BUDGET

The Board is responsible for the fiscal management of the Association.

9.1 Fiscal Year. The fiscal year of the Association will begin January 1 of each year and end on December 31 of that year. The Board must prepare an annual budget.

9.2 Budget. A copy of the budget must be provided to each Member at least thirty (30) days prior to the Board of Directors' meeting in which such Budget will be adopted. The annual budget will estimate total expenses to be incurred by the Association in carrying out its responsibilities. The budget must include:

(a) The cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering of all services required or permitted under this Declaration;

(b) Reasonable amounts, as determined by the Board, for working capital for the Association and for reserves;

(c) Fees for professional management of the Association, legal counsel, and accounting;

(d) Taxes, if the Common Property is taxed separately from the Lots;

(e) An estimate of revenues from the General Assessment.

9.3 Reserves. The Association shall accumulate and maintain adequate reserves for working capital, contingencies, and replacements, to be included in the annual budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget will be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose. If there is an excess of reserves at the end of a fiscal year, such excess may be used to reduce the General Assessments for the following year.

9.4 Preparation and Approval of Annual Budget. Budgets other than the initial budget will be prepared at the direction of the Board at least one month before the end of the fiscal year. The budget and the

General Assessment must be adopted by a majority of the Board. The Board shall cause a copy of the proposal to be sent to Owners at least thirty (30) days prior to the Board Meeting at which the Budget is to be adopted.

9.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year will not waive or release a Member's obligation to pay a General Assessment, whenever the amount of such General Assessment is finally determined. In the absence of an annual budget, each Member shall continue to pay the General Assessment at the rate established for the previous fiscal period until notified otherwise.

9.6 Financial Reporting. The Board shall prepare an annual financial report for the Association as required by Florida law within 60 days of the close of the fiscal year and either provide each Member with a copy of the report or a notice that a copy is available without charge.

9.7 Capital Improvements. The Board shall determine whether capital improvements should be paid from General Assessments or by Special Assessments. If the cost of all capital improvements to be paid within a single calendar year totals more than 25% of the Association's annual budget, the capital improvements must be approved by majority vote of the Members. Any repair or maintenance of existing improvements will not be considered a capital improvement.

9.8. Reserves shall be kept separate from other Association funds. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

9.9 Amendment of Budget. The Board may amend the budget during any fiscal year and increase the amount of the General Assessment for such year if it appears that there will be insufficient income to meet the obligations of the Association.

ARTICLE X COVENANTS TO PAY ASSESSMENTS

The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To ensure that the Association has a reliable source of funds and to protect those Members who contribute their equitable share, Assessments are mandatory and are secured both by a lien on the Lots and the Member's personal obligation.

10.1 Obligation for Assessments. By acceptance of a deed or other transfer instrument, whether or not expressed in such deed or instrument, each Owner of any Lot is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) Capital Contribution of \$100.00 per Lot for each resale of a Lot;
- (b) General Assessments for expenses included in the budget,
- (c) Special Assessments for the purposes provided in this Declaration; and
- (d) Individual Lot Assessments for any charges particular to that Lot.
- (e) Lease Contribution of \$100.00 per Lot at the time of tenant occupancy.

10.2 Equitable Division of Assessments. The General Assessments and Special Assessments shall be assessed among all Lots. The General Assessment and Special Assessment will be payable equally among

lots, whether vacant or improved. Each Lot will be subject to a sum equal to the respective General Assessment or Special Assessment divided by the number of all Lots.

10.3 General Assessments.

(a) Establishment by Board. The Board will set the date or dates the General Assessments will be due, when General Assessments are delinquent, and it may provide for payment in monthly, quarterly, semiannual, or annual installments.

(b) Late Fee and Interest. The Board may impose a reasonable late fee. The initial late fee for an installment shall be Twenty-five Dollars (\$25.00). Additionally, interest will accrue at eighteen percent (18%) per annum on delinquent payments.

10.4 Special Assessments. In addition to the General Assessments, the Board may levy, in any fiscal year, a Special Assessment applicable as follows:

(a) Capital Improvements. Any capital improvement that has been approved in accordance with this Declaration.

(b) Emergency Special Assessment. By a 2/3 vote of the Board, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense that this Declaration requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget, or unanticipated increases in the amounts budgeted).

10.5 Individual Lot Assessments. The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal expenses (at trial or on appeal) and costs incurred by the Association in enforcing this Declaration or in enforcing any other declaration the Association is authorized to enforce.

10.6 Effect of Nonpayment of Assessment; Remedies.

(a) Personal Obligation. All Assessments, together with any late fees, interests, and costs of collection when delinquent, including reasonable attorneys' fees (at trial or on appeal) whether or not a lawsuit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time the Assessment Charge was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

(b) Creation of Lien. The Assessment Charge also shall be a continuing lien on the Lot against which the Assessment Charge is made, which lien is effective upon recording a claim of lien, but relating back to and having a priority as of the date of this Declaration. This lien in favor of the Association will secure the Assessment Charge that is then due and any that may accrue subsequent to the recording of the claim of lien and before entry of final judgment of foreclosure. The lien in favor of the Assessment Charge is subject to the subordination provisions of this Paragraph.

(c) Lawsuit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have

the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot.

(d) Subordination of the Lien to Mortgages. The lien of the Assessment Charge will be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments that became due before the sale or transfer.

(e) Other Remedies. The Association may assess fines and suspend the voting rights and right to use of the Common Property by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid, but only as permitted by law.

(f) Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DECLARATION OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS DECLARATION AND THE SALE OF ANY LOT FROM DECLARANT, OR ITS SUCCESSORS AND ASSIGNS, TO AN OWNER THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS DECLARATION.

10.8 Certificate of Payment. The treasurer of the Association or the manager of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board or by the manager, if authorized by the Board, stating whether any Assessments are owed by that Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be conclusive evidence of payment of an Assessment through the date of the certificate.

ARTICLE XI INSURANCE AND INDEMNITY

Insurance is essential to protect the interests of the various Owners and to ensure that funds will be available for rebuilding after a casualty; however, because insurance costs may increase significantly or new types of coverage may be available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

11.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once every three (3) years.

11.2 Casualty Insurance. The Board shall be required to obtain and maintain fire insurance as appropriate. Endorsements for extended coverage, vandalism, malicious mischief, and windstorm should be obtained if available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Common Property.

11.3 Public Liability and Property Damage. The Board shall obtain public liability and property damage insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property and the activities of the Association as permitted by this Declaration. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board, or other

Owners.

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

11.5 Other Insurance. The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may deem prudent.

11.6 Repair and Reconstruction after Casualty. If casualty damages or destroys any of the Common Property, the Board shall arrange for and supervise its prompt repair and restoration. The Board shall obtain funds for such reconstruction first from any insurance proceeds, then from any reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

ARTICLE XII GENERAL PROVISIONS

This article sets forth rules of interpreting the Declaration, provides for enforcement, and sets forth the procedure to amend the Declaration.

12.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

12.2 Release From Minor Violations. The Association and the Architectural Review Committee or either of them shall have the right at any time, by written instrument recorded in the Public Records of Okaloosa County, to release a Lot from minor violations of this Declaration including, without limitation (i) encroachments into easements, (ii) encroachments over building restriction lines, and (iii) construction of less than the required minimum square footage for the dwelling provided that the square footage is at least 90% of the required minimum.

12.3 Enforcement.

(a) The covenants and restrictions contained in this Declaration may be enforced by any Owner, and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm, or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. Any dispute arising pursuant to benefits and obligations contained in this Declaration shall be determined by a judge and not a jury, with venue solely being in the First Judicial Circuit Court in and for Okaloosa County, Florida. All Owners specifically waive their right to a jury trial in any litigation arising out of this Declaration or arising from the sale of Lots by Declarant. In the event either party incurs any attorney's fees and costs in enforcing this Agreement, whether or not action is instituted, the defaulting party shall reimburse the non-defaulting party for such attorney's fees and costs upon demand. Prior to initiating any litigation, the parties shall submit their dispute(s) to non-binding mediation.

(b) The Florida Department of Environmental Protection and/or the Northwest Florida

Water Management District will have the right to enforce, by proceedings at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the surface water or stormwater management system.

12.4 Notices. Notices shall be given as to Owners by sending first class postage prepaid mail to the Owner's address maintained by the Association.

12.5 Amendment.

(a) This Declaration may be amended by consent of Owners of sixty-seven percent (67%) or more of the Lots as evidenced by recording an instrument executed by said Owners in the Public Records.

(b) Any amendment to the Declaration that would alter the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Florida Department of Environmental Protection and/or the Northwest Florida Water Management District.

12.6 Mortgagee's Consent to Amendments. This Declaration contains provisions concerning various rights, priorities, remedies, and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies, or interests of a Mortgagee shall be adopted without the prior written consent of Mortgagees holding liens on 5 or more of the Lots encumbered by mortgages to Mortgagees. Each Mortgagee agrees that it will either consent to a proposed amendment or give notice of refusal to consent by written notice to the party requesting such consent within 30 days after the request is received. If a Mortgagee does not respond within such time, the Mortgagee's consent will be deemed given, and an affidavit to such effect recorded in the Public Records by the party requesting the consent will be sufficient evidence to make the requested amendment; provided, that a photocopy of the documentation proving receipt of the request to the Mortgagee is attached to the affidavit. This Paragraph shall not apply or be construed as a limitation on those rights of the Association, or the Owners to make amendments that do not adversely affect the Mortgagees.

12.7 Captions and Statement of Purpose. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions of this Declaration.

12.8 Gender and Plural Terms. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

12.9 Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

12.10 Duration and Renewal. This Declaration (but excluding the easements herein created, which

are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind all of the Lots and inure to the benefit of the Owners, and their respective legal representatives, heirs, successors, and assigns, for a term of 50 years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of 10 years each unless at least one year before the termination of the 50-year period or one year before the final year of each such 10-year extension, as the case may be, there is recorded in the Public Records an instrument agreeing to terminate this Declaration, which instrument is signed by at least 75% of all Owners and all Mortgagees, upon which event this Declaration shall be terminated as of the 1st day of January of the year following the year in which such instrument was recorded, as the case may be.

ARTICLE XIII
STORMWATER MANAGEMENT

13.1 Stormwater Management System and Stormwater Discharge Facility. The Association shall operate and maintain a stormwater management system and stormwater discharge facility as exempted or permitted by Okaloosa County and the State of Florida. The Association shall establish rules and regulations, assess members and contract for services to provide the services for operating and maintenance. Said operation of the stormwater management system and discharge facility shall be as follows:

(a) Each Lot shall be a part of the stormwater management system, which requires stormwater retention areas to be maintained by the Association, and operated in accordance with the regulatory requirements of Okaloosa County and the State of Florida;

(i) Every Owner of a Lot is hereby prohibited from:

- (a) altering, modifying, disturbing or doing any act which interferes with the stormwater retention facilities.
- (b) using the area beneath their home for stormwater retention or detention.
- (c) allowing stormwater to discharge or run off their Lot unless approved by the ARC to connect to the subdivision discharge facility.

(b) There shall be assessed by the Association, on each lot owner, a pro-rated and monthly basis assessment in the amount required to maintain, repair, and meet the expenses and costs of the stormwater retention facilities, including, but not limited to, the expenses of repair, maintenance, and when necessary, the replacement of the drainage system, and stormwater system.

13.2 Drainage Easements. A blanket non-exclusive easement and right on, over, under and through the ground within the Property to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health, safety or appearance or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable. This easement may be exercised by the Association. Without limiting the generality of the foregoing language, the Owner of each Lot shall maintain in good and operational condition and repair the areas of the Owner's Lot constructed or approved for use for stormwater management, retention, storage or treatment. No such area shall be altered and no improvements shall be placed or allowed to be placed or to remain in such areas without the prior written approval of the Architectural Review Committee.

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[Signatures appear on the following pages]

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IN WITNESS WHEREOF, the Association, with the written consent of the Owners, has caused this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Parkwood Cove at Bluewater Bay to be executed the day and year first above written.

WITNESSES:

[Signature]
Printed: KAMPY WELSCHE

[Signature]
Printed: Leslie Welsh

Parkwood Cove Homeowners' Association, Inc.

[Signature]
By: KURT BIRMINGHAM 5/5/2024
Its: President

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by X physical presence or online notarization, this 5th day of May, 2024, by Kurt Birmingham as President of Parkwood Cove Homeowners' Association, Inc. **Such persons did not take an oath and:** (Notary must check applicable box)

X are personally known to me.

 produced current driver's licenses as identification.

 produced as identification.

{Notary Seal must be affixed}

[Signature]
Signature of Notary

Leslie Welsh
Name of Notary (Typed, Printed or Stamped)
Commission Number (if not legible on seal):

My Commission Expires (if not legible on seal)

