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STATE OF FLORIDA)
COUNTY OF OKALOOSA)

DECLARATION OF PROTECTIVE COVENANTS

FOR

EMERALD BAY WEST, A RESIDENTIAL SUBDIVISION

THIS DECLARATION OF PROTECTIVE COVENANTS (the "Declaration") is made as of this _____ day of _____, 1993, by Oceanway Properties, Inc., an Alabama corporation, (the "Developer"), which declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth (the "Protective Covenants").

WHEREAS, the Developer is presently the owner of certain real property known as Emerald Bay West located in Okaloosa County, Florida, as shown by the Plat of Emerald Bay West as recorded in Map Book ____, at page ____ and ____ in the Official Records of Okaloosa County, Florida (the "Record Map"); and

WHEREAS, the Developer desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of real property herein described and for the maintenance and administration of certain areas thereof which benefit all owners of property therein and, to this end, desires to subject said real property, together with such additions thereto as may hereafter be made, to the Protective Covenants, all of which are for the benefit of the said real property and each owner thereof; and

WHEREAS, the Developer has deemed it desirable for the establishment and enforcement of uniform standards of development quality and the effective preservation of the appearance, value and amenities to create a not for profit corporation (the "Association") to which should be delegated and assigned the powers of maintaining and administering certain areas thereof which benefit all owners of property therein and enforcing the Protective Covenants and of levying, collecting and depositing such charges and assessments as may be authorized in this Declaration for that purpose; and

WHEREAS, the Developer has incorporated the Association under the Florida Not For Profit Corporation Act for the purpose of exercising the aforesaid functions.

NOW THEREFORE, the Developer declares that the real property described in Section 2.01 hereof, and such additions thereto as may hereafter be made pursuant to Section 2.02 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the Protective Covenants, all of which shall be construed as and deemed to be covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the said real property, as well as their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1.01 **"Association"** shall mean and refer to Emerald Bay West Homeowners Association, Inc., a Florida not for profit corporation, as well as its successors or assigns. This is the Declaration of Protective Covenants to which the Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association make reference. Copies of the Articles and By-Laws are attached hereto and made a part hereof as Exhibits "A" and "B," respectively.

1.02 **"Common Area"** or **"Common Areas,"** as the case may be, shall mean and refer to all real and/or personal property, including Common Roads but excluding the Golf Course, which the Association owns, leases, or has otherwise acquired for the common use and enjoyment of the members of the Association, and all real/and/or personal property within or in the vicinity of the Property in which the Association, either directly or indirectly through a Master Association or otherwise, has an interest for the common use and enjoyment of the members of the Association, including, without limitation, a right of use (such as but not limited to, easements for ingress and egress to and within the Property, easements for surface water collection and retention, and licenses to use recreational facilities). The use of the Common Areas shall be restricted to streets, landscape, entry features, directional graphic system, drainage and retention, medians, security, safety, sidewalks and other pedestrian and/or bicycle paths, lighting, recreational facilities, or any other use to which the Board of Directors of the Association may accede.

1.03 **"Commons Roads"** shall mean the roads located within or abutting the Property on the record Map, which roads shall not be dedicated to the public except as herein provided. Title to the

Common Roads shall remain the Developer or may be transferred to the Association.

1.04 **"Developer"** shall mean and refer to Oceanway Properties, Inc., an Alabama corporation, or its successors or assigns if such successors or assigns acquire any portion of the Property from Oceanway Properties, Inc. and is designated as successor developer by Oceanway Properties, Inc.

1.05 **"Golf Course"** shall mean the eighteen-hole golf course and related facilities abutting the Property. The Golf Course is not part of the Property as the Common Area. Title to the Golf Course is held by Emerald Bay Development Corporation. No Owner shall acquire by reason of his ownership of a Lot any right to use or have access to the Golf Course except as set forth in the Golf Course Use Rights.

1.06 **"Golf Course Use Rights"** shall mean those rights granted to an Owner of a Lot pursuant to the document entitled "Revised Golf Course Availability Rights" and pursuant to paragraph 10(d) of the Easement Agreement between the Developer, the Association, Emerald Bay Development Corporation and Oceanway Properties, Inc., copies of which are attached hereto as Exhibit C.

1.07 **"Institutional Mortgagee"** shall mean and refer to any federal or state chartered bank, life insurance company, federal or state savings and loan association or real estate investment trust which holds a first mortgage or other first lien or charge upon any Lot or portion of a Lot or any interest therein which is of record in the Official Records of the county in which the Lot is located.

1.08 **"Lot"** or **"Lots,"** as the case may be, shall mean and refer to the individual residential lots as reflected on subdivision plat(s) for the Property as recorded in the Official Records of the county in which the Lot is located, as the same may be amended from time to time.

1.09 **"Master Association"** shall mean and refer to any corporation; association or other entity in which the Association elects to participate for the benefit and burden of the members of the Association.

1.10 **"Owner"** or **"Owners,"** as the case may be, shall mean and refer to one or more persons or entities who or which have fee simple title to any Lot or Lots, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.11 **"Property"** shall mean and refer to all real property which is presently or may hereafter be subject to this Declaration pursuant to Article II below.

1.12 "Yard" shall mean any and all portions of land lying within any Lot but outside the exterior structural walls of the primary building constructed on such Lot. The Front Yard shall mean the land lying between any Lot line fronting a street and the exterior structural wall of the primary building. The Rear Yard shall mean the land lying between the Lot line that runs in substantially the same direction as the Lot line fronting the street and the exterior wall of the primary building except that in the use of lots fronting more than one street the Rear Yard shall be the land lying between the Lot line which is the greatest in distance from the street and the primary building. The Side Yards shall mean the land lying between all other Lot lines and the primary building.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, DELETIONS THEREFROM

2.01 Legal Description. The real property which presently is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Okaloosa County, Florida, and is described in the Plat of Emerald Bay West, as recorded in Map Book __, at page __ and __, in the Official Records of Okaloosa County, Florida. This Declaration shall not apply to any other property owned by Developer or any other person or entity, unless expressly made subject to this Declaration pursuant to Section 2.02 hereof.

2.02 Additions to Property. Upon the approval in writing of the Association, the owner of any property who desires to subject it to this Declaration, may file a Supplementary Declaration describing the additional property to be subject to this Declaration. Such described property shall become and be subject to this Declaration at such time as the owner thereof shall file the Supplementary Declaration in the Official Records of Okaloosa County, Florida, and if the additional property is located in a county other than Okaloosa County, the owner shall file a copy of this Declaration and the Supplementary Declaration in the Official Records of the county in which the property is located. Such Supplementary Declaration may contain such complementary additions to and modifications of the Protective Covenants as the Association shall determine to be necessary or proper to reflect the different character, if any, of the additional property, provided they are not inconsistent with the general plan of this Declaration. Houses constructed on such additional property may be different in appearance from existing houses.

2.03 Withdrawals of Property. The Association may at any time or from time to time withdraw portions of the Property from this Declaration, provided only that the withdrawal of such portions of the Property shall not, without the joinder or consent

of the Owners of Lots constituting over one-half of the then existing Lots, increase by more than one-fourth the share of Association expenses payable by the Owners of Lots which would remain subject hereto after such withdrawal. The withdrawal of Property as aforesaid shall be evidenced by filing a Supplementary Declaration setting forth the portions of the Property to be so withdrawn in the Official Records of Okaloosa County, Florida, and if the property is located in a county other than Okaloosa County, the Supplementary Declaration shall also be filed in the Official Records of that county.

2.04 Platting and Subdivision of the Property. The Developer shall be entitled at any time and from time to time, to subdivide, plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

2.05 Merger. The Association may, with consent of a majority of the Owners of the Lots, merge or consolidate with another owners association now existing or hereafter created. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of another owners association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. To the greatest extent practicable, the surviving or consolidated association shall administer the covenants and restrictions established by this Declaration with the Property, together with any surviving covenants and restrictions established upon any other properties as one scheme, but with such differences in the method or level of assessments to be levied upon the Property and such other properties as may be appropriate, taking into account the different nature or amount of services to be rendered to the owners thereof by the surviving or consolidated association. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration except as expressly adopted in accordance with the terms hereof.

ARTICLE III

ARCHITECTURAL CONTROL

3.01 Architectural Review and Approval.

(a) All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon any Lot, and the proposed location thereof on any Lot, the construction material, exterior paint and finishes, the roofs, landscaping, and later changes or additions after initial approval thereof

and any remodeling, reconstruction, alterations or additions thereto on any Lot shall be subject to and shall require the approval in writing (the "Letter of Approval") of the Association before any work is commenced. THE SCOPE OF REVIEW BY THE ASSOCIATION SHALL BE LIMITED TO EXTERIOR APPEARANCE ONLY AND SHALL NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, INTERIOR DESIGN, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS. Commencement of construction prior to a receipt of a Letter of Approval of the Association, a copy of which must be signed by the Builder, or Owner, and returned to the Association for retention, is strictly prohibited.

(b) No improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, mailbox, lighting system, landscaping, irrigation system, paving, grading, screen enclosure, drain or decorative building shall be commenced, erected or maintained upon any Lot, nor shall any addition, change or alteration thereof be made unless and until the Association shall have issued a Letter of Approval with respect thereto.

3.02 Architectural Control Committee.

(a) The architectural review and control functions of the Association shall be administered and performed by the Architectural Control Committee (the "Committee"). The Committee shall be composed of not less than three (3) members, at least one of which shall be an Owner or a duly appointed representative of an Owner, and at all times, regardless of the number on the Committee, at least two-thirds (2/3) of the membership of the Committee shall be composed of Owners of Lots in the Property; provided, however, that Developer reserves the right to appoint the initial and successor members of the Committee, none of whom need be an Owner of a Lot in the Property, until the Developer no longer owns any Lots within the Property, or until Developer elects to terminate its control of the Committee, whichever shall first occur. After terminating control of the Committee by Developer, as aforesaid, the members of the Committee shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association.

(b) The Committee shall not be required to conduct regular meetings. The Committee may conduct special meetings upon five (5) days' notice from the Chairman elected by such Committee at the time and location established by the Committee. The vote or written consent of a majority of the members of the Committee shall be the act of the Committee; provided that a majority of the members of the Committee may

delegate the right to act for and on behalf of the Committee to one or more of its members.

(c) The members of the Committee shall not be entitled to any compensation for services performed pursuant to these Protective Covenants.

(d) The members of the Committee may, as a Common Expense, retain the services of a registered architect, registered engineer, and/or registered landscape architect to provide advisory services to the Committee in connection with the performance of its duties hereunder.

3.03 Powers and Duties of the Committee. The primary authority of the Committee shall be to examine and approve or disapprove all initial and subsequent plans, including site plans and landscape plans, for construction of improvements on Lots within the Property in accordance with the provisions of these Protective Covenants. The Committee shall have the following powers and duties:

(a) To approve of an Owners' selection of a builder or contractor; provided that the Committee may not disapprove a builder or contractor unless: (i) in the Committee's opinion, such builder or contractor has a history of non-compliance with rules and regulations applicable to builders or contractors in subdivisions,, and such builder or contractor has failed to provide the Committee adequate assurance that it will comply with the requirements of these Protective Covenants and any rules and regulations promulgated under the authority herein vested and/or reserved in the Developer, the Association, or the Committee; or (ii) such contractor or any subcontractor working thereunder cannot provide evidence of public liability insurance with a policy value of $1,000,000 or more.

(b) To propose, adopt, alter and amend rules and regulations applicable to builders, general contractors, and subcontractors who are engaged in the construction of improvements on any Lot or any portion of the Common Area within the Property.

(c) To require submission to the Committee of plans and specifications for any improvement or structure of any kind, and any change, modification or alteration thereof, including, without limitation, any such improvement or change to any building, fence, wall, sign, lighting system, site paving, grading, screen enclosure, sewer, drain, disposal system, landscaping or landscape device or object, the construction or placement of which is or is proposed upon any Lot or the Property. Such plans and specifications shall be

in such form and shall contain such information as is required in Section 3.04 hereof.

(d) To approve or disapprove the submitted plans and specifications for any improvement or structure as hereinabove described prior to commencement of construction of such improvement or structure and to approve or disapprove any improvements constructed pursuant to such plans and specifications after the same have been fully completed. The Committee shall have a period of ten (10) business days from the date of receipt of a fully completed submission of any plans and specifications, to approve or disapprove any builder or contractor and/or any plans or specifications submitted to it for approval. Prior to the use or occupancy of any improvement or structure constructed or erected on any Lot, the Owner thereof shall apply for a Letter of Approval from the Committee that the construction thereof has been completed in accordance with the plans and specifications approved by the Committee. The Committee shall have a period of ten (10) business days from the date of receipt of such application to give or deny such Letter of Approval. If any improvement or structure as aforesaid shall be completed, changed, modified or altered without the prior approval of the Committee, or shall not be completed, changed, modified or altered in accordance with the approvals granted by the Committee, then the Owner shall, upon and in accordance with a demand by the Committee, cause the property, improvement or structure either to be restored to its original condition or to comply with the plans and specifications as approved by the Committee, and shall bear all costs and expenses of such restoration or compliance, including the costs and reasonable attorneys' fees of the Committee. Notwithstanding the aforesaid, after the expiration of one year from the date of final completion of any such improvement or structure, such improvement or structure shall be deemed to comply with all of the provisions hereof unless notice to the contrary shall have been recorded in the Official Records of the county in which the Lot is located, or legal proceedings shall have been instituted to enforce such compliance. Any agent or member of the Committee may at any reasonable time enter any building or property subject to the jurisdiction of the Committee which is under construction or on or in which the agent or member may believe that a violation of the Protective Covenants in this Declaration is occurring or has occurred. The Committee may, from time to time, delegate to a person or persons, who may or may not be a member of the Committee, the right to approve or disapprove plans and specifications and to issue such certification. The approval by the Committee of the builder or contractor and/or plans and specifications submitted for its approval, as herein specified, shall not be deemed to be a waiver by the Committee of the right to object to such builder or contractor and/or the features and elements are

embodied in any plans and specifications subsequently submitted for approval for other Lots. Any Owner aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association (the "Board"), within thirty (30) days of such decision, for a review thereof. The determination of the Board, after reviewing any such decision, shall in all events by dispositive.

(e) To adopt fees which shall be designed to reimburse the Association for the necessary and reasonable costs incurred by it in processing requests for Committee approval of any matters under its jurisdiction. Such fees, if any, shall be payable to the Association, in cash, at the time that any application for approval is sought from the Committee. In the event such fees are not paid by the Owner, they shall become a lien of the Association on the affected Lot enforceable in the manner specified in Article IV hereof.

(f) To modify, amend, or otherwise change the design criteria set forth in Section 3.05 below, so long as such modification, amendment, addition or change will not, in the opinion of the Committee, be inconsistent with a traditional architectural environment or have a material adverse effect on improvements then existing within the Property, or to adopt and approve additional design criteria for the Property. Such changes or additional criteria shall be effective upon approval in writing by (i) a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present, and (ii) the Developer if the Developer shall then own any Lots. Notice of adoption of any change hereto or of any additional design criteria shall be delivered to each member of the Association, but such delivery shall not be a condition precedent to adoption of such modification or additional criteria.

(g) To monitor compliance with the applicable requirements of the Emerald Bay Amended Development Order with respect to the Property as adopted by the Board of County Commissioners of Okaloosa County, Florida, on July 30, 1991.

3.04 Review Documents. Two sets of prints of the drawings and specifications (herein referred to as "Plans") for each house or other structure proposed to be constructed on each Lot shall be submitted for review and approval or disapproval by the Committee. The Plans submitted to the Committee shall be retained by the Committee. Said Plans should be delivered to the general office of the Committee or to the office of the administration agent designated to service the Committee at least twelve (12) business days prior to the date construction is scheduled to commence. Each such plan must include the following:

(a) The Plans shall include a site plan, foundation plan, floor plan and landscape plan.

(b) All Plans for structures shall be not less than one-eighth (1/8) inch = one (1) foot scale.

(c) The site plan and landscape plan must take into consideration the particular topographic and vegetative characteristics of the Lot or Lots involved and shall show all trees over six (6) inches in diameter as measured one (1) foot above ground and the species thereof.

(d) The Plans must include the elevations of all sides of the proposed structure as such sides will be after finished grading has been accomplished.

(e) The foundation and floor plans shall show the existing grade on each elevation in order that the extent of cut and/or fill areas may be easily and clearly determined.

(f) The site plans shall show all existing and planned improvements, access streets and walkways, driveways, drainage and fill plans, lighting, irrigation systems, setbacks, easements of record, drives, fences and underground trench locations at a scale of one (1) inch = twenty (20) feet. No work may commence until the site plans is approved.

(g) All Plans must include a summary specifications list on a form designated by the Committee of proposed materials and samples of exterior materials, including paint (type and color) or other finish samples.

(h) The name of the person who the Owner proposes to engage to construct the improvements described in the submission, together with proof of insurance required hereunder.

(i) After the Plans for the structure are approved, the house or other structure must be staked out and such siting approved by the Committee before tree cutting or grading is done. No work may commence until both the plan and the siting are approved by the Committee.

3.05 Design Criteria, Structure.

(a) It is the intent of Developer that Emerald Bay will generally present a consistent architectural environment. The following types of exterior materials, among others, are acceptable, subject to final approval of the actual appearance of such materials by the Committee:

(i) Stucco or Dryvit, Sto, or similar synthetic stucco exterior systems; and

(ii) Natural-colored asphalt or fiberglass shingles (of a quality not less than 240 pounds), concrete or clay tile or natural or synthetic slate roofing (lighter colored roofing shall be encouraged). The minimum pitch for the main roof shall be 6:12. Minor roof elements may have a pitch of not less than 3:12 with the approval of the Committee. If the roof design calls for an overhang, the overhang shall be not less than 16 inches from the vertical wall.

(b) Exterior materials shall be generally uniform on all sides of a residence, and no artificial, simulated or imitation materials shall be permitted without the prior approval of the Committee after submission of samples.

(c) Each structure constructed on a Lot over 8,000 square feet in area shall have a private, enclosed garage for at least two and no more than three cars unless otherwise approved by the Committee (carports shall not be permitted). Each Structure constructed on a Lot less than 8,000 square feet in area shall have a private, enclosed garage for at least one car, and a carport to accommodate at least one car may be constructed in addition to the garage. Electric automatic door closures shall be required. No open garage is to face a neighboring Yard without screening approved by the Committee. Garage doors shall remain closed at all times except when entering or exiting the garage.

(d) No window or "through wall" air conditioning units shall be allowed. All outdoor air conditioning units shall be shielded so as not to be visible from any street or adjacent Lot.

(e) No outside radio, television antennas and satellite dishes shall be permitted.

(f) No plumbing or heating ventilators shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering. Any material other than natural copper used for roof valleys, flashings, drips, downspouts or gutters shall be painted to blend with roof color.

(g) Swimming pools will be permitted (except for above-ground pools).

(h) Brick, frozen gravel or stone walkways are preferred. The driveway surface must be paved with an approved surface; provided that asphalt shall not be approved

as a paved surface for any walkway or driveway. No portion of the driveway shall be located closer than three (3) feet from the side line of any Lot, and each driveway shall be at least sixteen (16) feet in width at the entrance to the garage.

(i) All chimneys must be at least three (3) feet by five (5) feet in size and will be required to have finished caps of the basic exterior finish material (e.g. brick, stone, stucco, etc.) or will be required to have a fabricated metal shroud painted a color the same as the roof and design acceptable to the Committee. Wood chimneys or fire covers shall not be permitted.

(j) Developer reserves the right to specify a certain style, design and location for mailboxes to be purchased and installed by the builder, contractor or Owner on Lots.

(k) All houses shall have an outside electric or natural gas light located at or near the intersection of the driveway and the street boundary. All such lights shall be operated so as to automatically turn on at dusk and turn off at dawn. ALL SUCH LIGHTS AND POLES SHALL BE CONSTRUCTED AND LOCATED ACCORDING TO PLANS AND SPECIFICATIONS APPROVED BY DEVELOPER. Developer reserves the right to specify a certain style and design of light and pole to be purchased and installed by the builder, contractor or Owner.

(l) The following property setback lines shall apply with respect to certain improvements constructed on the Lots indicated (Block and Lot letters and numbers refer to those shown on the Record Map for the Property):

(i) Primary residences on all Lots shall have a Front Yard setback of 25 feet, a Rear Yard setback of 20 feet and a Side Yard setback of 7.5 feet, except Lots 1-12 on the Bay shall have a Rear Yard setback of 40 feet;

(ii) Pools (including paved pool decks), privacy fences, gazebos and other similar detached, open shelters or structural landscape items shall have a Front Yard setback of 25 feet, a Rear Yard setback of 5 feet and a Side Yard setback of 5 feet; and

(iii) Screened structures, including pool enclosures, porches, patios and related structures attached to the main structure shall have a Front Yard setback of 25 feet, a Rear Yard setback of 15 feet and a Side Yard setback equal to that for the main structure.

(m) There shall be no silver chrome/mill finish aluminum or other silver finish metal doors (including glass sliding doors) and windows of any kind; however, a factory

painted or dark anodized finish metal may be used. The color of such finish must be approved by the Committee. All screening must be of a dark colored material.

(n) Chain link, wire, or metal fences of any type may not be used for any purpose. All fences, including materials and location must be approved by the Committee prior to construction. All fences constructed in Front Yard shall be subject to a setback requirement of twenty-five feet from the Lot boundary line fronting a street and shall not exceed six feet in height above grade. Fences in Rear Yards and Side Yards shall have no setback requirements. Side Rear Yard fences on the Bay shall not exceed four feet in height above grade.

(o) Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers. Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots.

(p) No outside clothes lines shall be permitted.

(q) Accessory structures, including but not limited to gazebos, playhouses, play equipment, tool sheds, fountains, birdbaths, sculptures or doghouses, will not be permitted absent written approval from the Committee.

(r) Exterior liquified fuel storage containers shall be permitted, but such containers must be screened with materials acceptable to, and in a manner approved by the Committee so as not to be visible from the street, from adjoining Lots or from the Golf Course. THE SCOPE OF REVIEW BY THE COMMITTEE SHALL BE LIMITED TO APPEARANCE ONLY AND SHALL NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, SAFETY CONSIDERATIONS OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS.

3.06 Limitation of Liabilities. Neither the Committee nor any architect, nor engineer, nor agent thereof, nor Developer, shall be responsible in any way for any defects in any Plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such Plans and specifications. It is specifically agreed that the scope of review by the Committee shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar or dissimilar factors. Neither the Committee, nor any member thereof, shall be liable to any Owner for any action taken,

or omitted to be taken by the Committee or the individual members thereof in the performance of their respective duties hereunder.

3.07 Exclusive Residential Use and Improvements.

(a) All Lots in the Property shall be known and described as residential Lots and shall be used for single-family residential purposes exclusively and no Lot shall be subdivided so as to increase the number of Lots in the Property unless permitted under Section 2.04 hereof. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residence dwelling with two stories or two and one-half stories of split level design, including the basement as a story, and a private garage; provided that such structure shall not exceed thirty-two feet in height above grade. This shall not prohibit the construction of one residence upon two (2) or more Lots.

(b) Every dwelling building erected on any Lot in the Property, exclusive of one-story open porches, garages, carports and other unair-conditioned, unfinished spaces, shall each include a minimum number of square feet of enclosed, heated, habitable areas, (finished space) as follows: 1,600 square feet of finished space on Lots having an area of 6,000 square feet or less; 1,800 square feet of finished space on Lots having an area of not less than 6,000 square feet nor more than 8,000 square feet; and 2,000 square feet of finished space on Lots having an area of more than 8,000 square feet.

(c) No more than a single-family unit shall occupy any dwelling house. Detached auxiliary buildings are not permitted without prior written approval of the Committee. All dwellings must be built within the setback lines for the Lot.

3.08 Subsurface Conditions.

(a) Approval of the submitted Plans by the Committee as herein provided shall not be construed in any respect as a representation or warranty of the Committee and/or the Developer to the Owner submitting such Plans, or successors or assigns of such Owner, that the surface or subsurface conditions of the Lot are suitable for the construction of the improvements contemplated by such Plans. It shall be the sole responsibility of the Owner to determine the suitability and adequacy of the surface and subsurface conditions of the Lot for the construction of any and all structures and other improvements thereon.

(b) Neither the Committee and its individual members, nor the Developer and its partners, agents, and employees and

the officers, directors, agents, and employees of its partners, shall be liable to any Owner, or the successors, assigns, licensees, lessees, employees and agents of any Owner, for loss or damage on improvements, or structures now or hereafter located upon the Property, or on account of injuries to any Owner, occupant, or other person in or upon the Property, which are caused by known or unknown sinkholes, underground mines, limestone formations or other similar conditions under or on the Property.

3.09 Variance Requests. The Committee, in its discretion, shall have the authority to modify the requirements of Sections 3.05 and 3.07 of this Article III upon the request for a variance from such requirements by an Owner with respect to his Lot. If the Committee grants a requested variance, the nonconforming improvements subject to said request shall not be deemed to be in violation of these covenants.

3.10 Landscaping and Irrigation. Each Owner shall submit to the Committee for approval, a basic landscaping plan for his Lot. Such plan shall include a landscape scheme, a list of all plants included in the scheme, and the size of such plants at the time of planting. No palm trees will be permitted without approval of the Committee. Sod shall be required in both the Front and Side Yards, and no gravel, rocks, artificial turf or similar material shall be permitted except that gravel and/or rocks may be used as accent materials. Each Lot shall have a standard, underground sprinkler system (which shall not be connected to the Emerald Bay lake system) to irrigate the entire Lot.

ARTICLE IV

EASEMENTS

4.01 Owners' Easement with Respect to Common Areas. Every Owner shall have a right and easement of enjoyment in and to all Common Areas subject to the limitations set forth in this Declaration.

4.02 Easement for Common Roads.

(a) Title to the Common Roads may be held in the name of Developer or its assigns or the Association and shall be maintained by the Association. The Developer or the Association may transfer their interests in the Common Roads to a Master Association, in which case the maintenance of the Common Roads shall also be delegated to such Master Association. The Association and each Owner are hereby granted a perpetual easement for the benefit of all Owners, their invitees and guests, for vehicular and pedestrian access and such other purposes as are permitted by the Association

from time to time across all roads and sidewalks constructed in, on or about the Property.

(b) Developer, its successors and assigns (including the Association or a Master Association, as appropriate), shall have the right to adopt rules and regulations governing the use of the Common Roads across all roads and sidewalks constructed in, on or about the Property.

(c) Developer, in its sole discretion, shall have the right to convey title to Common Roads to the Association or a Master Association. The owner of the Common roads may in its discretion dedicate the Common Roads to any public agency or authority having jurisdiction over such roadways.

4.03 Flowage Easement. Every Lot in the Property that abuts on or lies contiguous to a lake, pond or water way, natural or artificial, shall be subject to an inundation or a flowage easement to an elevation above mean sea level as established by the United States Coast and Geodetic Survey, as adjusted in January, 1955.

Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers and/or utility easements as reflected on the Record Map, or as may hereafter appear on any plat of record in which reference is made to these Protective Covenants. Developer or the Association may cut drainways for surface water wherever and whenever such action may appear to Developer or the Association to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similarly action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots or Common Areas. The provisions hereof shall not be construed to impose any obligation upon Developer or the Association to cut such drainway.

No permanent structure may be constructed or placed in such flowage easement area. Each Lot owner also agrees, by acceptance of a deed to a Lot, to assume, as against Developer, all the risks and hazards of ownership or occupancy attendant to such Lots, including but not limited to its proximity to waterways.

4.04 Utility Easement. Developer reserves for itself and the Association, the right to use, dedicate and/or convey to the State of Florida, to the appropriate local authority or agency, and/or to the appropriate utility company or other companies, rights-of-way or easements on, over or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, cable television, conduits, storm sewers, sanitary sewers, water mains

and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, cable television, or other public conveniences or utilities, on, in and over the utility easements reflected on the Record Map or as may hereafter appear on any plat of record of Property subject to these Protective Covenants.

4.05 Additional Easements and Uses. For so long as the Developer owns any Lot, the Developer, and, thereafter, the Association, on its own behalf and on behalf of all Owners, who hereby appoint the Developer and/or the Association, as the case may be, irrevocably, as their attorney-in-fact for such purposes, shall have the right to grant such additional electric, telephone, water, sanitary sewer, landscaping, irrigation, security, maintenance, drainage, gas, cable television and/or other utility, recreational or service easements or facilities (subject to applicable restrictions), in any portion of the Property, and to grant access easements or relocate any existing access easements in any portion of the Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the general welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration, provided (a) such new easements or relocation of existing easements will not, in the opinion of the Board of Directors of the Association, unreasonably interfere with any Owner's enjoyment of the portion of the Property owned by such Owner, (b) any required work is done at the sole cost and expense of the Association, and after completing such work, the Association will restore any portion of the Property which was affected to the same or as good a condition as existed immediately before the commencement of such work, and (c) following the completion of such work, the Association shall cause a survey to be made of the easement showing its location on the Property and cause the same to be recorded in the Official Records of the county in which the easement is located. Such right of the Developer and/or the Association shall also include the right to provide for such simultaneous or concurrent usage of any presently existing or additional easements for such purposes, not infringing upon their stated purposes, as it may deem necessary or desirable, including, but not limited to, their use for the recreational purposes of the Owners, their respective tenants, employees, guests, invitees, licensees and agents.

4.06 Additional Documents. All Owners shall be required to execute such other documents as are necessary or convenient to effectuate the intent of this Declaration with respect to all easements which may be created pursuant to this Article III.

4.07 Limitations. Any easements which may be created pursuant to this Article IV shall be appurtenant to, and the benefits and burdens thereof shall pass along with the title to, every Lot and are further subject to the following limitations:

(a) All provisions of this Declaration and the Articles and By-Laws of the Association;

(b) All the rules and regulations governing the use and enjoyment of the Common Areas which may have been or may hereafter be adopted by the Association; and

(c) All restrictions contained on any and all plats of all or any part of the Common Areas or any other part or parts of the Property.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

5.01 Affirmative Covenant to Pay Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance for a Lot, whether or not it shall be so expressed in any such deed or other instrument, including any purchase at a judicial sale, shall be obligated and hereby covenants and agrees to pay to the Association, in the manner set forth herein, all assessments or other charges, determined in accordance with the provisions of this Declaration (the "Assessments").

5.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the preservation of the appearance, value and amenities of the Property, and in particular for the improvement, preservation, maintenance and administration of the Common Roads and other Common Areas (including, without limitation, the payment of Common Expenses under Article V below) and of any easement in favor of the Association and/or the Owners, as well as for such other purposes as are properly undertaken by the Association.

5.03 Annual Assessments. The Association shall levy Annual Assessments in such amounts as are necessary to meet the Common Expenses (as defined in Article V below) and such other recurring or projected expenses as the Board of Directors of the Association (the "Board") may deem appropriate. The Assessment year for the Annual Assessment need not be the calendar year.

5.04 Special Assessments. In addition to the Annual Assessments specified in Section 4.03 above, the Association may at any time, levy one or more Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or expected or unexpected repair to or replacement of any of the Common Areas, including any fixtures and personal property related thereto.

5.05 Duties of the Board of Directors. The Board shall fix the amount of all Assessments, the date of commencement for each Assessment, and the due date of such Assessment, on a per Lot basis, at least thirty (30) days in advance of any such commencement date, and shall at that time, prepare a roster of the Lots and Assessments applicable thereto, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the amount of the Assessment, the commencement and due dates shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement.

5.06 Date of Commencement and Due Date for Assessments. The liability of a Lot for any Assessment shall commence on the date or dates (which shall be the first day of a month) fixed by the Board in the resolution authorizing such Assessment. The due date of any such Assessment (which may be different from the commencement date) shall also be fixed in the resolution authorizing such Assessment (but which need not be the first day of a month). Such Assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as so fixed in the resolution authorizing the Assessment.

5.07 Allocation of Assessment. The Board shall allocate a portion of each Assessment to each Lot in the proportion that each Lot bears to the total number of Lots within the Property (to the nearest one-thousandth).

5.08 Certificates Concerning Assessments. The Association shall, upon demand at any time, furnish to any Owner liable for any Assessment or his designee, a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

5.09 Liability of Owners for Assessments.

(a) No Owner may exempt himself from liability for any Assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Areas, or by abandonment of the Lot.

(b) In the event that the Association elects to make certain Common Areas available for use by Owners on an optional basis, then any assessment attributable to such Common Area shall be assessed against and allocated among the Owners who affirmatively elect to use such Common Area in the manner prescribed by the Board of Directors of the Association and those Owners who do not affirmatively elect to use such Common Area shall not be liable for any assessment for Common Expenses attributable to such Common Area. Unless otherwise agreed to in writing, an Owner may elect to discontinue his

use of those Common Areas made available to Owners on an optional basis at any time by delivery of written notice to the Association in which event the Owner shall have no liability for any further assessments for Common Expenses with respect to such Common Areas effective on the first day of the first calendar month commencing after delivery of the notice.

5.10 Effect of Non-Payment of Assessments: The Lien, the Personal Obligation; Remedies of the Association.

(a) If any Assessment or other charge or lien provided for herein is not paid in full on the due date set by the Board, then such Assessment, charge or lien shall become delinquent on the thirtieth day thereafter, and together with interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot encumbered thereby, and also the personal obligation of its Owner, his heirs, and his or its successors and/or assigns. The personal obligation of any Owner to pay such Assessment, however, shall remain his or its personal obligation and shall not pass to any successors or assigns unless expressly assumed by them.

(b) If any Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at eight percent (8%) per annum, and the Association may bring an action against the Owner personally obligated to pay the same and/or commence the foreclosure of the aforesaid lien against the Lot in like manner as a foreclosure of a mortgage on real property under the laws of the State of Florida, and there shall be added to the amount of such Assessment, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include the interest on the Assessment as above provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action. the lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. Any person (except an Institutional Mortgagee) who shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the Association and shall acquire his interest in any Lot expressly subject to any such lien of the Association.

(c) The lien herein granted to the Association shall be perfected by recording a Claim of Lien in the Official Records of the county in which the Lot is located, stating the description of the Lot encumbered thereby, the name of its

Owner, the amount due and the date when due. The lien shall continue in effect until all sums secured by it, as herein provided, shall have been fully paid. Such Claim of Lien shall include only Assessments which are due and payable when the Claim of Lien is recorded, plus interest, costs, attorneys' fees and advances to pay taxes, prior encumbrances and other proper charges together with interest thereon, all as provided herein. Such claim of Lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such Claim of Lien, the same shall be satisfied of record. No sale or other transfer of a Lot shall relieve any Owner from liability for any Assessment due before such sale or transfer, nor from the lien of any such Assessment. The written opinion of an officer of the Association that any lien is subordinate to any given mortgage shall be deemed to be dispositive of that issue.

(d) The lien of any Assessments shall be subordinate to the lien of any Institutional Mortgagee bearing a recording date in the Official Records of the county in which the Lot is located, prior to the date of recording the Association's claim of Lien. Where an Institutional Mortgagee obtains title to a Lot as a result of foreclosure of its mortgage or where any Institutional Mortgagee or its designee accepts a deed to a Lot in lieu of foreclosure, such acquiror of title, its successors and assigns, shall not be liable for any Assessment pertaining to such Lot or chargeable to the former Owner which became due prior to the acquisition of title to such Lot, unless such delinquent Assessment was secured by a Claim of Lien recorded prior to the recordation of the Institutional Mortgagee's mortgage. Such unpaid Assessments shall be instead collectible from all Owners. Nothing herein contained shall be construed as releasing the party liable for such delinquent Assessments from the payment thereof or liability for the enforcement or collection thereof by means other than foreclosure.

(e) Any person who acquires an interest in a Lot, except an Institutional Mortgagee as specifically provided above, including, but not limited to, persons acquiring title by operation of law or at a judicial sale, shall not be entitled to occupancy of the Lot or the use or enjoyment of the Common Areas until such time as all unpaid Assessments due and owing by the former Owner have been paid in full. Any party who has a contract to purchase a Lot, or who has made application for a loan secured by a mortgage on said Lot, may, by written request, inquire of the Association whether the Lot is subject to any Assessments which are due and payable and the Association shall give the requesting party a written response within ten (10) days of such inquiry providing information as to the status of Assessments on said Lot. The party making such request may rely on the information set

forth in such response and the facts stated therein shall be binding upon the Association.

(f) The Association shall have the right to assign its Claim of Lien, and any other lien rights provided for in this Article V, for the recovery of any unpaid Assessments, to the Developer, to any Owner or group of Owners, or to any third party.

5.11 Exempt Property. The Board shall have the right to exempt any portion of the Property from the Assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

(a) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) As a Common Area as defined in Section 1.02 hereof; and

(c) As Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

ARTICLE VI

COMMON EXPENSES

The following are certain expenses with respect to the Common Areas which are hereby declared to be Common Expenses which the Association is obligated to collect by Assessment and which Owners are obligated to pay as provided in Article V hereof. The enumeration below of these expenses shall in no way limit the Association from considering other expenses incurred in managing the Association or any part of the Common Areas and/or the Property as expenses subject to collection by Assessment.

6.01 Maintenance and Repair of Common Areas. The cost and expense to keep and maintain the Common Roads and other Common Areas in good and substantial repair and in a clean, attractive, and sanitary condition, if any, including the charges in Section 7.05 of this Declaration.

6.02 Management. The cost and expense of such (i) employees or agents, including professional management agents, accountants and attorneys, and (ii) materials, supplies and equipment as may be needed to provide for the management, supervision and maintenance of the Common Areas.

6.03 Property Taxes. All ad valorem taxes and other assessments relating and connected to the Common Areas.

6.04 Reserves. Insurance or contingency reserves for repairs to Common Area structures such as roads, sidewalks, parking lots, and recreation facilities not otherwise insured by the National Flood Insurance Program.

6.05 Fidelity and Directors' Insurance. Fidelity and Directors' Insurance covering all directors, officers and employees of the Association and all managing agents who handle Association funds, if any.

6.06 Limited Common Expenses. The Owners of Lots 1-12, inclusive, have agreed to construct a retaining wall on their lots along Choctawhatchee Bay (the "Retaining Wall"). The cost and expense to keep and maintain the Retaining Wall in good and substantial repair and in a clean, attractive, and sanitary condition shall be a limited common expense payable only by the Owners of Lots 1-12, inclusive. Upon written request of any group of Owners, the Association may establish other categories of limited common expenses which shall be payable only by the Owners making the request.

6.07 Interested Transactions. The Association may obtain materials and/or services from the Developer and/or any of its Affiliates in connection with the management of the Association or any part of the Common Areas as herein contemplated; provided that the compensation for such materials and/or services is, in the opinion of the Association, comparable with the compensation of any non-affiliated third party providing similar materials and/or services which can be reasonably made available to the Association.

6.08 Enforcement of Declaration and Rules and Regulations. All fees, costs and expenses, including attorneys' fees through all appellate levels, in connection with the Association's duty to enforce all of the Protective Covenants and other terms contained in or imposed by this Declaration, and all rules and regulations adopted pursuant to the Articles, by the By-Laws or this Declaration.

ARTICLE VII

RESTRICTIONS ON USE

7.01 Lakes. All lakes within the Property are not to be used for any recreational purposes, irrigation or other water uses. Lakes and wetlands that abut the Property are not included in the Common Areas.

7.02 Maintenance.

(a) It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

(b) All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. In order to implement effective control of this item, Developer reserves for itself, its agents and the Association, the right, after ten (10) days' notice to any Owner of Lot, to enter upon such Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Developer or the Association, detracts from the overall beauty and safety of the Property. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. Developer or the Association may charge the Owner a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable in accordance with Section 5.10 of this Declaration. The provisions of this section shall not be construed as an obligation on the part of Developer or the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

(c) All maintenance for the Common Areas will be the responsibility of the Association. Maintenance to be provided by the Association includes, but is not limited to, maintenance of the entrance to the Property, the security gate, and the guard house, maintenance of all landscaping and grassed portions of the Common Areas, including medians, maintenance and repair of all streets within the Property, and general maintenance or repair of any kind whatsoever of any areas within the Property which are not the responsibility of a governmental authority or a specific Owner. Notwithstanding anything within this Declaration to the contrary, so long as Developer owns any Lots within the Property, Developer reserves the right to provide or contract to provide for all such maintenance services for the benefit of the Association and to bill the Association for the cost of such services not more frequently than quarterly. In the event Developer uses its own grounds or maintenance crews for such services, the price for such services will be the customary charges of Developer to other customers for similar services.

7.03 Construction.

(a) During construction, all vehicles, including those delivering supplies, must enter a Lot's building site only on driveways constructed by the contractor, connecting the street paving to the Lot line. Such driveways shall be approved by the Committee, and such vehicles, supplies and materials must be parked or stored only on the Lot where the construction is underway so as not to damage trees, street paving and curbs unnecessarily. No vehicles, supplies or materials shall be parked or stored on streets, adjoining property or street rights-of-way. The Association shall have the right to repair any damage not repaired after ten (10) days written notice and to charge the Owner a reasonable cost for such repair, which charges shall constitute a lien upon such Lot enforceable in accordance with Section 5.10 of this Declaration.

(b) During construction, the Owner must keep homes and garages clean and yards cut. All building debris, stumps, trees, etc., must be removed from each Lot by the builder or contractor as often as necessary to keep the Lot attractive. Such debris shall not be dumped in any area of Emerald Bay.

(c) During construction, all contractors and sub-contractors shall adequately secure any stockpiled materials which could become airborne in the event of a hurricane.

(d) All land clearing, surveying and other construction personnel shall cooperate with Developer in practicing any snakes and tortoises found on the Property and shall assist Developer in preparing accurate records of the number, species, size and relocation sites of such snakes and tortoises.

(e) Contractors or subcontractors responsible for land clearing shall alert Developer of the presence of the plant Polygonella macrophylla within the Property and shall assist Developer in transplanting the species to nursery areas designated by Developer.

(f) Dust abatement and erosion control measures shall be provided during construction.

(g) A construction shed may be constructed on the Lot during construction if (i) the structure is not larger than 8x10 feet in size unless otherwise approved by the Committee; (ii) the structure is not located forward of the front set back line; and (iii) the structure is freshly painted and reasonably pleasing in appearance.

7.04 Animals. Subject to the Association's sole discretion, no animals, livestock or poultry of any kind or description except

the usual household pets shall be kept on any Lot; provided, however, that no household pet may be kept on any Lot for breeding or commercial purposes; provided further, that any household pets must be kept on a leash when permitted to be outside. Fishing in lakes shall not be permitted.

7.05 Nuisance. No noxious, offensive or illegal activities shall be carried on upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance, embarrassment, nuisance or source of discomfort to the neighborhood.

7.06 Minerals. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

7.07 Garbage. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee so as not to be visible from any road or the Golf Course within sight distance of the Lot at any time. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted except during construction with approval of the local governmental authorities and the Committee. The Owner of each Lot shall contract with the authorized agent in Okaloosa or Okaloosa County for the collection of trash, refuse and garbage.

7.08 Signs. All signs, billboards or advertising structures of any kind are prohibited except that (i) builder and contractor signs will be permitted during construction periods if approved by the Committee, and (ii) one professional sign of not more than six (6) square feet will be permitted to advertise the Property for sale during sales periods. All builder or contractor signs shall be promptly removed after completion of construction. No sign shall be nailed or attached to trees. No "For Sale or Rental" sign shall be permitted on the rear of any Lot.

7.09 Temporary Structures. Except as permitted in Section 7.03 above, no structure of a temporary character, trailer, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling are completed and a certificate, or other satisfactory evidence, of completion is received by and approved by the Committee.

7.10 Damaged Structures. Any dwelling or other structure on any Lot in the Property which may be destroyed in whole or in part

for any reason must be rebuilt within one (1) year. All debris must be removed and the Lot restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any Lot longer than sixty (60) days.

7.11 Roadway Obstruction. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (1) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight-lines. Any such tree or shrub of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee.

7.12 Boats, Trailers and Campers. No boat, boat trailer, house trailer, truck, camper or similar equipment or vehicle shall be parked or stored on any road, street, driveway, Yard or Lot located in the Property for any period of time in excess of twenty-four (24) hours except in garages. Also, no unkept or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, Yard or Lot except in garages.

7.13 Trees. NO TREE HAVING A DIAMETER OF SIX (6) INCHES OR MORE (MEASURED FROM A POINT ONE FOOT ABOVE GROUND LEVEL), NOR ANY FLOWERING TREES OR SHRUBS, SHALL BE REMOVED FROM ANY LOT AFTER COMPLETION OF CONSTRUCTION WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF THE COMMITTEE. If it shall deem it appropriate, the Committee may mark certain trees, regardless of size, as not removable without written authorization. The Committee is hereby authorized to come onto any Lot during reasonable hours for the purpose of inspecting or marking trees, and any such entry by the Committee or its agent(s) shall not be deemed as trespass or other wrongful act.

7.14 Firearms. There shall be no discharging of any type firearm or other weapon in the Property or any other area of the Emerald Bay community, and no wildlife is to be harmed.

7.15 Due Care. Each and every Owner and future Owner, in accepting a deed or contract for any Lot or Lots in the Property, whether from Developer or a subsequent Owner of such Lot, agrees, in connection with the construction of any improvements on such Lot or Lots, to exercise due care, and to assure that any builders or contractors of such Owner, or employees and subcontractors of such

contractors, will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so as to protect the safety and health of the public, and the safety and health of such Owner, his or her family, and any such builder or contractor and its employees and subcontractors.

7.16 Time of Construction. Upon the commencement of construction of any building on a Lot, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months from date of commencement of construction.

7.17 Drainage. No Owner shall restrict the planned flow of stormwater along any street or road upon which the Owner's Lot front or adjoins. All proposed construction of driveways or other access to each Lot shall be approved by the Committee in efforts to prevent violation of such restriction.

7.18 Amended Development Order. The use of the Property and the construction of improvements thereon shall be subject to the terms, conditions, restrictions and limitations set forth in Emerald Bay Amended Development Order as recorded in the Official Records of Okaloosa County at Book 1638, page 301.

ARTICLE VIII

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

8.01 Membership. Every Owner, including the Developer, shall, for so long as it is an Owner, at all times be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. Membership shall attach automatically upon the acceptance of delivery of the instrument of transfer of such ownership interest, provided that such instrument is promptly recorded in the Official Records of the county in which the Lot is located and a true copy of such recorded instrument is promptly delivered to the Association. Membership shall terminate automatically upon the tendering of delivery of an instrument of transfer of such ownership interest (provided such tender is accepted), or upon such ownership interest being divested in some other manner.

8.02 Voting. Subject to the restrictions hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more persons hold such interest, all such persons may be members, and the vote(s) for such Property shall be exercised in the manner set forth in the By-Laws, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. There shall be no fractional voting. The votes of an Owner of more than one (1) Lot cannot be divided for any issue and must be voted as a whole. Except where otherwise required under the provisions of

this Declaration, the Articles or the By_laws, the affirmative vote of Owners who own a majority of the Lots which are represented at any meeting of members duly called, and at which a quorum is present, shall be binding upon the members. Voting may take place by proxy executed and delivered in the manner set forth in the By-Laws.

Notwithstanding the provisions of this Section 8.02, the Developer shall have the right to elect the members of the Board of Directors of the Association, and in the event of vacancies, the Developer shall fill vacancies, until such time as all Lots have been sold to Owners other than Developer, or the Developer elects, at its option, to terminate its control of the Association, whichever first occurs.

ARTICLE IX

RIGHTS OF DEVELOPER

9.01 Indemnification. Each and every Owner, in accepting a deed or contract for any Lot or Lots in the Property whether from Developer or a subsequent owner of such Lot, agrees to indemnify and reimburse Developer and/or the Association, as their respective interests may appear, for any damage caused by such Owner or the builder, contractor, agent or employees of such Owner, to roads, streets, gutters, walkways or other aspects of Common Areas, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer and/or the Association, or for which Developer and/or the Association has responsibility, at the time of such damage.

9.02 Limitation of Liability. Each and every Owner, in accepting a deed or contract for any Lot or Lots in the Property, whether from Developer or a subsequent Owner of such Lot, agrees and covenants to release, indemnify, protect and hold harmless the Developer, and its agents, directors and employees (all of whom are included in the term "Developer" for the purposes of this Section 9.02) from and against any and all claims and demands by such Owner, any member of his or her family, their employees, agents, guests, invitees, licensees, builders, contractors, or by any other person whomsoever. The indemnification by such Owner as set forth above shall also cover any and all expenses of Developer, including attorneys' fees resulting from any claims or demands.

ARTICLE X

NATURE OF PROTECTIVE COVENANTS; DEFAULTS AND REMEDIES

10.01 Protective Covenants Running with the Land. The foregoing Protective Covenants shall constitute a servitude in and upon the Property and shall run with such Property and inure to the

benefit of and be enforceable by the Developer, by the Association, or by any Owner for a term of fifty (50) years from the date this Declaration is recorded, after which time the said Protective Covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement, which has been signed by Owners who own two-thirds (2/3) or more of the then existing Lots in the Property, agreeing to terminate or modify this Declaration has been recorded in the Official Records of the county(ies) in which the Property is located.

10.02 Default. Violation or breach of any of the Protective Covenants shall constitute a default hereunder. Any person given the right to enforce the Protective Covenants herein set forth may provide written notice thereof to any Owner (and any Institutional Mortgagee who or which has requested the same and provided to the Association an address for such notices).

10.03 Remedies for Default. The existence of any default which has not been cured within thirty (30) days of the notice specified above shall give the Developer, the Association, and any Owner, in addition to all other remedies specified herein, the right to proceed at law or in equity to compel compliance with the terms of these Protective Covenants and to prevent the violation or breach of any of them.

10.04 Nature of Remedies; Waiver. All rights, remedies and privileges granted to the Developer, Association and the Owners, pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies, or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any covenants or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction.

10.05 Assignment. The Developer and/or the Association shall have the right to assign their respective rights to enforce these Protective Covenants. In the event of such assignment, the assignee shall have all the rights, remedies and privileges granted to its assignor under the provisions of this Article X.

10.06 No Right of Reverter. No covenants, condition or restriction set forth in this Declaration is intended to be, or shall be construed as, a condition subsequent or as creating the possibility of reverter.

ARTICLE XI

AMENDMENT OF DECLARATION

11.01 Amendment By Developer. The Developer reserves the right unilaterally to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto, provided, however, that this right of unilateral amendment is subject to the limitations set forth in Section 11.03 hereof and provided, further, that this right of unilateral amendment shall expire after all Lots have been sold to Owners other than the Developer, after which time this Declaration may be amended only in the manner set forth in Section 11.02 below.

11.02 Amendment By Association.

(a) Amendments to this Declaration may be proposed by either the Board of Directors of the Association (the "Board") acting upon a vote of the majority of the Board or by the affirmative vote of members of the Association who own not less than a majority of the Lots, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to the Declaration being proposed by the said Board or members, such proposed amendment or amendments shall be transmitted to the president of the Association or, in the absence of the president, such other officer of the Association, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days, nor later than sixty (60) days, from receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary of the Association to give each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than twenty (20) days nor more than fifty (50) days, before the date set for such special meeting. Such notice shall be given to any Institutional Mortgagee of record who requests such notices and provides an address therefor to the Association. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon being prepaid. Any member may, by written waiver of notice signed by such members, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such special meeting, the amendment or amendments proposed must be approved by the affirmative vote of members who own not less than two-thirds (2/3) of the total Lots in the Property in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or executed copy of such amendment or amendments so

certified and executed with the same formalities as a deed shall be recorded in the Official Records of the county(ies) in which the Property is located within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying the Declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of records, shall be delivered to all of the Owners, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

11.03 Restrictions on Amendment. Notwithstanding the foregoing provisions of this Article XII:

(a) No amendment shall materially adversely affect the rights of any Owner or group of Owners, unless such Owner or all Owners so adversely affected shall consent thereto. For example, no amendment shall alter the basis for apportionment of Assessments in a manner which would materially adversely affect any Owner or Owners, as opposed to other Owners, unless the Owner or Owners so adversely affected shall consent thereto.

(b) No amendment shall materially adversely affect the rights and priorities of any Institutional Mortgagees of record or change the provisions of this Agreement with respect to Institutional Mortgages, unless all Institutional Mortgagees of record so adversely affected shall consent thereto.

(c) No amendment to this Declaration shall make any change in the qualifications of the membership nor in the voting or property rights of members, without approval in writing by all Owners and the joinder of all Institutional Mortgagees.

(d) No amendment to this Declaration shall abridge, limit, amend or alter the rights, privileges, powers or options of the Developer or any Institutional Mortgagee, as the same are set forth in the Declaration, without the prior written consent of the Developer if it is so affected and/or any Institutional Mortgagee which is so affected.

(e) No amendment shall be made to this Declaration so long as the Developer owns any Lot, unless the Developer shall consent thereto. Such consent may be withheld by the Developer for any reason or no reason at all.

11.04 Scrivener's Error. Notwithstanding the foregoing amendment provisions, any scrivener's error or omission may be

corrected by the filing of an amendment to this Declaration consented to by the Board of Directors of the Association and any Owners or Institutional Mortgagees of record directly affected by the amendment. No other Owner is required to consent to any such amendment. If there appears to be any other omissions or errors in this Declaration, scrivener's or otherwise, and such error or omission does not materially adversely affect the rights and interests of any other party, then such error or omission may be corrected by the filing of an amendment to this Declaration executed by the Board without the consent of any other party.

ARTICLE XII

GENERAL PROVISIONS

12.01 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage prepaid, to the address of such Owner as it appears on the records of the Association at the time of such mailing. Any notice required to be sent to the Developer or the Association, as the case may be, shall be deemed to be sent when mailed by United States mail, postage prepaid, to their respective registered office in the State of Florida.

12.02 Severability. Invalidation of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

12.03 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

12.04 Captions. The captions and titles of the various Articles and Sections in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Declaration.

12.05 Usage. Whenever used herein, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

12.06 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of any provisions of this Declaration, the Articles, the By-Laws or the Rules and Regulations, then the provisions of this Declaration shall prevail.

12.07 Effective Date. This Declaration shall become effective when it has been recorded in the Official Records of Okaloosa County, Florida.

IN WITNESS WHEREOF, the undersigned has duly executed this Declaration as of the date first above written.

DEVELOPER

OCEANWAY PROPERTIES, INC.

WITNESSES

Prepared by:

By: _____
Danny L. Wiginton
President
Suite 5, 793 Hwy 98 E DESTIN, FL
(Corporate Seal)

ATTEST:

_____
Vice-President

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me this 24th day of June, 1993, by Danny L. Wiginton, as President of Oceanway Properties, Inc., an Alabama corporation, on behalf of the corporation. He is personally known to me or has produced a _____ Driver's License as identification and did take an oath.

My Commission Expires:

January 28 1997

SUZAN CURTIS
Notary Public, State of Florida
My comm. expires Jan 28, 1997
No. CC 255760

_____
Notary Public

(Notary Seal)

Exhibit A

Articles of Incorporation

Exhibit B

By-Laws

Exhibit C

Golf Course Use Rights

EXHIBIT A

REVISED GOLF COURSE AVAILABILITY RIGHTS

1. Osborn's Discretion. It is understood and agreed that Osborn may make decisions from time to time to operate the Revised Golf Course as either a private course or a public course or in the alternative may elect to operate the Revised Golf Course on a membership basis wherein members would be given preference as to availability but the public would have the right to pay green fees to play during times when there is no reservation by a member. It is agreed and understood by the parties that, except as otherwise specifically provided herein, all such decisions as to the method of operating the course, the amount of green fees, the amount of golf cart fees, the amount of membership fees, the initiation fees, or other charges relating to the use of the Revised Golf Course shall be made in the sole discretion of Osborn.

2. Membership. The right to purchase memberships in the Revised Golf Course will be offered to the following groups of individuals: (i) any individual who is a party to this Stipulation that retains a lot for his own personal use; (ii) any first purchaser of any one or more of the Destin Village Lots or the lots included within the Revised Osborn Development (both types of lots are referred to collectively as the "Lots") (the individuals that become members pursuant to item (i) and this item (ii) shall be referred to as the ("Lot-Owner Members"); (iii) up to two

hundred fifty (250) individuals who are designated by Lipton pursuant to paragraph 7 hereof (the "Lipton Members"); (iv) such non-owner members as Osborn may in his discretion from time to time, determine to admit to membership (the "Non-Owner Members").

None of the individuals as described hereinabove in subparagraphs (i) through (iv) shall be required to acquire a membership.

The Lot Owner Members and the Lipton Members collectively comprise the "Owner Members" and the Owner Members and the Non-Owner Members collectively comprise the "Members."

Upon payment of all applicable fees and dues, the rights and privileges of membership in the Revised Golf Course extended to a Member shall also extend to the Member's spouse and unmarried children under the age of eighteen (18) years and dependent children who are full time students who have yet to reach their twenty-third (23rd) birthday (the "Member's Family").

In addition, (i) the lessees of an Owner Member's property which qualifies such Owner Member for membership in the Revised Golf Course, (ii) the guests of an Owner Member who are occupying the Owner Member's property which qualifies such Owner Member for membership in the Revised Golf Course and (iii) the guests of the Owner Member who are in the company of the Owner Member during the exercise of membership rights and privileges (the "Owner Members' Guests"), shall be entitled to use those portions of the Club Facilities that may from time to time be designated by Osborn for use by Owner Members' Guests, but will be required to

pay such guest fees as may be from time to time imposed by Osborn.

3. Fees, Dues and Costs. Except as provided herein, Members will be required to pay an initiation fee which has been initially established as Four Thousand Dollars ($4,000.00) which may be increased or decreased by Osborn from time to time. Notwithstanding the generality of the immediately preceding two sentences, to the extent Osborn, or any entity in which Osborn has an ownership interest owns all or any part of a lot within the Revised Osborn Development, Osborn or such entity shall have the right to sell memberships on a discounted basis in conjunction with the sale of such lot without offering a similar discount to any other member or potential member. Furthermore, from time to time Osborn may determine that it would be in the interest of the Revised Golf Course to discount or give memberships to certain individuals such as dignitaries, celebrities, public officials or others at Osborn's discretion when in the sole opinion of Osborn such membership would benefit the Revised Golf Course, and this will not result in the necessity of discounting or giving any memberships to any other member or potential member.

Members will also be required to pay (i) dues, (ii) green fees on a per use basis, (iii) golf cart fees, (iv) such other use fees as may be from time to time imposed by Osborn, or (v) a combination of the foregoing; provided that, if a Member is required to pay green fees on a per use basis, such green fees shall not be greater than seventy-five percent (75%) of the green fees charged to the general public or, if the Revised Golf Course

is closed to the general public, seventy-five percent (75%) of the green fees charged to an Owner Members' Guest.

Owner Members' Guests will not be required to pay an initiation fee but will be required to pay such guest fees, which may consist of green fees, cart fees or other use fees, as may be from time to time imposed by Osborn.

4. Use of Club Facilities without Membership. Owners of the Lots to whom membership in the Revised Golf Course has been offered, but who have refused such membership shall nonetheless have access to the Revised Golf Course on a space available basis upon the payment of such green fees, cart fees or other use fees as Osborn may from time to time impose; provided that, the green fees shall not be greater than one hundred percent (100%) of the green fees charged to the general public or, if the Revised Golf Course is closed to the general public, one hundred percent (100%) of the green fees charged to an Owner Members' Guest. Persons who would have qualified as an Owner Members' Guest if membership had not been refused ("Non-Member Owners' Guest") shall not have access to the Revised Golf Course unless the Revised Golf Course is open to the public in which event such Non-Member Owners' Guest shall have access to the Revised Golf Course on a space available basis upon the payment of such green fees, cart fee or other use fee as Osborn may from time to time impose; provided that, the green fees shall not be greater than one hundred percent (100%) of the green fees charged to the general public. Non-Member Owners, Non-Member Owners' Guests and

the general public, if the Revised Golf Course is open to the general public, may be allowed to use the Club Facilities as determined from time to time by Osborn; provided that, certain areas of the Club Facilities may be designated from time to time by Osborn for use by Members only and various other forms of preferential treatment including, but not limited to priority assignment of tee times may be provided from time to time by Osborn to Members.

5. Operation of the Revised Golf Course. Except as otherwise expressly stated, all aspects of the operation of the Revised Golf Course including, but not necessarily limited to the nature, extent and characteristics of the Club Facilities; charges such as initiation fees, dues, green fees, special privileges for members, transferability of memberships, court fees, other use fees and golf cart fees; guests' privileges and guests' fees; hours of operation including closing the Club Facilities for such periods of time as may be from time to time required for maintenance of the Club Facilities, special promotions or special events; and all other aspects of the management of the Revised Golf Course, its membership and its facilities will be as determined by Osborn in its sole discretion. All rights and privileges of membership in the Revised Golf Course or use of the Club Facilities is conditioned upon compliance with such rules and regulations as may be from time to time imposed by Osborn and such rights and privileges may be terminated by Osborn for failure to comply with such rules and regulations.

As long as the Revised Golf Course remains in operation, Osborn may sell, lease or otherwise transfer the Revised Golf Course, the Club Facilities or parts of either to another entity provided that such sale, lease or transfer shall be subject to the obligations imposed on Osborn herein which obligations shall be assumed by such entity.

6. Osborn's Cessation of Operation. If Osborn desires to cease operation of the Revised Golf Course, and only in such event, Osborn will offer to sell the Revised Golf Course to the then Members of the Revised Golf Course at a price to be determined and payable as set forth below. At any time during such offer period (which shall be defined to mean the period from the date of the offer to the date described as the last day for closing), the offer to sell may be accepted only by an entity designated in writing by a majority of the then Members of the Revised Golf Course (the "Club Purchaser").

The purchase price of the Revised Golf Course shall be an amount equal to one-hundred percent (100%) of the appraised value of the Revised Golf Course Property determined based on its highest and best use as set forth below, with thirty-three and one-third percent (33 1/3%) of the purchase price to be paid at closing and the balance due in equal annual payments over five (5) years bearing interest at ten percent (10%) per annum secured by a purchase money mortgage on the Revised Golf Course.

The appraised value of the Revised Golf Course shall be as determined by a real estate appraiser who is a member of the

Appraisal Institute (MAI) who is selected and compensated by Osborn unless the Club Purchaser shall, within twenty (20) days of being advised of the appraised value determined by Osborn's appraisal, appoint another real estate appraiser who is a member of the Appraisal Institute (MAI) who shall be compensated by the Club Purchaser. If such an appraiser is appointed by the Club Purchaser the two appraisers shall attempt to agree upon the appraised value of the Revised Golf Course and if the two appraisers can reach an agreement such appraised value shall be the purchase price of the Revised Golf Course. If the two appraisers cannot agree on a value the two appraisers shall select a third real estate appraisers, who is a member of the Appraisal Institute (MAI), who shall be compensated fifty percent (50%) by the Club Purchaser and fifty percent (50%) by Osborn. Such third appraiser shall make a determination of the appraised value of the Revised Golf Course and in such event such third appraiser's determination of the value shall be the purchase price.

The purchase of the Revised Golf Course shall be closed within twenty (20) days after the date that the appraised value of the Revised Golf Course is finally determined.

If the purchase of the Revised Golf Course has not been closed within such period for any cause not attributable to Osborn, then all rights of the Club Purchaser shall terminate and Osborn may develop, sell, lease or otherwise transfer the Revised Golf Course Property as set forth below.

At closing Osborn shall cease operation of, deliver possession

of and convey its interest in the Revised Golf Course, without warranty, to the Club Purchaser. All pro-ratable expenses shall be pro-rated as of closing and the Club Purchaser shall pay all costs of closing including all recording fees and documentary stamps.

Upon the first to occur of (i) the end of the offer period, (ii) the failure of the then Members of the Revised Golf Course to designate a Club Purchaser within the time limit set forth above or (iii) the failure of the Club Purchaser to close the purchase of the Revised Golf Course within the time set forth above, Osborn may cease operation of the Revised Golf Course and/or sell, develop, lease or otherwise transfer the Revised Golf Course, the Club Facilities or parts of either to another entity free and clear of any restrictions or limitations as to use.

With regard to the time limitations set forth herein, time is of the essence.

7. Additional Lipton Rights.

(A) So long as the Revised Golf Course is being operated as a public course and Lipton has not designated any Lipton Members, all of the owners of units at Hidden Dunes Condominiums, their guests and lessees as well as all employees of Hidden Dunes Condominiums shall have a right to play the Revised Golf Course on a space available basis upon the payment of such green fees, cart fees or other use fees as Osborn may from time to time impose; provided that, the green fees shall be discounted twenty percent (20%) from the green fees charged to

the general public on Sunday through Thursday and the green fees shall be discounted ten percent (10%) from the green fees charged to the general public on Friday and Saturday.

(B) So long as the Revised Golf Course is being operated as a public course and Lipton has not designated any Lipton Members, Lipton and Osborn agree to negotiate in good faith to determine some form of mutually beneficial special treatment such as discounted green fees, rights of access or preferential tee times which Osborn will allow Lipton to offer to various groups obtained by Lipton or a management company owned or operated by Lipton.

(C) If Osborn determines to operate the Revised Golf Course as a private course, Lipton shall be entitled to designate up to two hundred fifty (250) individuals to receive memberships in the Revised Golf Course without the payment of any initiation fee (such individuals being referred herein as the Lipton Members); provided that, Lipton shall designate the individuals entitled to such memberships within two (2) years of the date that the Revised Golf Course is first operated as a private course.

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OKALOOSA COUNTY, FLORIDA
RCD: JUN 28 1993 @ 9:19 AM
NEWMAN C BRACKIN, CLERK

(i) Stucco or Dryvit, Sto, or similar synthetic stucco exterior systems; and ~~brick of neutral color~~.

(ii) Natural-colored asphalt or fiberglass shingles (of a quality not less than 240 pounds), concrete or clay tile or natural or synthetic slate roofing (lighter colored roofing shall be encouraged). The minimum pitch for the main roof shall be 6:12. Minor roof elements may have a pitch of not less than 3:12 with the approval of the Committee. If the roof design calls for an overhang, the overhang shall be not less than 16 inches from the vertical wall.

(b) Exterior materials shall be generally uniform on all sides of a residence, and no artificial, simulated or imitation materials shall be permitted without the prior approval of the Committee after submission of samples.

(c) Each structure constructed on a Lot over 8,000 square feet in area shall have a private, enclosed garage for at least two and no more than three cars unless otherwise approved by the Committee (carports shall not be permitted). Each Structure constructed on a Lot less than 8,000 square feet in area shall have a private, enclosed garage for at least one car, and a carport to accommodate at least one car may be constructed in addition to the garage. Electric automatic door closures shall be required. No open garage is to face a neighboring Yard without screening approved by the Committee. Garage doors shall remain closed at all times except when entering or exiting the garage.

(d) No window or "through wall" air conditioning units shall be allowed. All outdoor air conditioning units shall be shielded so as not to be visible from any street or adjacent Lot.

(e) No outside radio, television antennas and satellite dishes shall be permitted.

(f) No plumbing or heating ventilators shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering. Any material other than natural copper used for roof valleys, flashings, drips, downspouts or gutters shall be painted to blend with roof color.

(g) Swimming pools will be permitted (except for above-ground pools).

(h) Brick, frozen gravel or stone walkways are preferred. The driveway surface must be paved with an approved surface; provided that asphalt shall not be approved

Becky S. Word
Notary Public - State of Florida
My Commission Expires:
October 22, 2001
Commission # CC 667998

Shirley George
Shirley George
President, Emerald Bay West Homeowners Association
ACKNOWLEDGED before me this 16th day of December, 1999, by Shirley George who is personally known to me. Becky S. Word

FILE # 2519383 RCD: 09/09/2008 @ 09:47 AM, BK: 2857 PG: 4112 RECORDING: $15.00 RECORDING ARTICLE V: $12.00 DEPUTY CLERK TTORRES DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

Prepared by and return to:
WILLIAM S. HOWELL, JR.
ATTORNEY AT LAW
1727 S. CO. HWY. 393
SANTA ROSA BEACH, FL 32459

CERTIFICATE OF AMENDMENT

OF THE DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS FOR

EMERALD BAY WEST

THIS CERTIFICATE OF AMENDMENT is made this 24th day of April, 2008, by the **EMERALD BAY WEST HOMEOWNERS ASSOCIATION, INC.**, a Florida homeowners association in good standing with the State of Florida.

WHEREAS, the EMERALD BAY WEST HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "EMERALD BAY WEST HOA"), is the association responsible for the management and operation of the residential subdivision known as EMERALD BAY WEST, as identified in that certain Declaration of Protective Covenants of Emerald Bay West as is recorded in Official Records Book **1756**, at Page **453**, of the Public Records of Okaloosa County, Florida, as amended, and,

WHEREAS, pursuant to the authority given by Article XI, Section 11.02 of said Declaration, as proposed by the Board of Directors of EMERALD BAY WEST HOA, more than two-thirds (2/3rds) of the total voting power of EMERALD BAY WEST HOA have voted for and approved the amendment of Article VII, Section 7.12, of the Declaration mentioned above.

NOW, THEREFORE, in consideration of the aforementioned premises, and pursuant to the authority provided in the Declaration of Protective Covenants of EMERALD BAY WEST, as amended, and the Articles of Incorporation and By-laws of EMERALD BAY WEST HOA it is hereby declared that:

1. Article VII, Section 7.12 of the Declaration of Protective Covenants for EMERALD BAY WEST, is amended to read as follows, to-wit:

Section 7.12 <u>Cars, Boats, Trailers, and Campers.</u> No cars, trucks or other vehicles shall be parked on a Yard at any time. No boat, boat trailer, house trailer, truck, camper or similar equipment or vehicle shall be parked or stored on any road, street, driveway, or Lot located in the Property for any period of time in excess of twenty-four (24) hours except in garages. Also, no unkept or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, Yard or Lot except in garages.

2. Except as expressly amended by this amendment, the Declaration of Protective Covenants for EMERALD BAY WEST shall remain in full force and effect as originally recorded and subsequently amended.

3. This Amendment shall run with the title to the Property and will bind and inure to the benefit of the owners thereof.

IN WITNESS WHEREOF, the undersigned, as the authorized officers of **EMERALD BAY WEST HOMEOWNERS ASSOCIATION, INC.** certify that this Amendment has been adopted by the members/owners of the association holding at least two-thirds (2/3rds) of the total voting power of the Association at an owners meeting in a manner permitted by said Declaration and Articles of Incorporation and By-laws of Emerald Bay West Homeowners Association, Inc. This Amendment shall become effective upon its recording in the Public Records of Okaloosa County, Florida as provided in said Declaration.

Dated this 24th day of April, 2008.

Witnesses:

Printed Name: CARRIE FRYE

Printed Name: Westley Lewis

Printed Name: Jason Harrison

Printed Name: Lindsey Scott

EMERALD BAY WEST HOMEOWNERS ASSOCIATION, INC.

By: _____
Dennis Soltis, Vice-President

Attest By: _____
Les Allen, Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF Walton

The foregoing instrument was sworn to and acknowledged before me this 24th day of April, 2008, by Dennis Soltis, as Vice-President of **EMERALD BAY WEST HOMEOWNERS ASSOCIATION, INC.**, and who ✓ is personally known to me or who _____ produced _____ as identification.

Signature of Notary

Debora R. Mead

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal):

My Commission Expires (if not legible on seal):

STATE OF ~~FLORIDA~~ Alabama

COUNTY OF Jefferson

The foregoing instrument was sworn to and acknowledged before me this 14th day of April, 2008, by Les Allen, as Secretary of **EMERALD BAY WEST HOMEOWNERS ASSOCIATION, INC.**, and who _____ is personally known to me or who _____ produced Driver's License as identification.

Signature of Notary

Karen King

Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal):

My Commission Expires (if not legible on seal):

MY COMMISSION EXPIRES APRIL 14, 2009

KAREN KING NOTARY PUBLIC ALABAMA STATE AT LARGE

CERTIFICATE OF AMENDMENT

OF THE DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS FOR

EMERALD BAY WEST

THIS CERTIFICATE OF AMENDMENT is made this 26 day of February, 2016, by the **EMERALD BAY WEST HOMEOWNERS ASSOCIATION, INC.**, a Florida homeowners association in good standing with the State of Florida.

WHEREAS, the EMERALD BAY WEST HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "EMERALD BAY WEST HOA"), is the association responsible for the management and operation of the residential subdivision known as EMERALD BAY WEST, as identified in that certain Declaration of Protective Covenants of Emerald Bay West as is recorded in Official Records Book 1756, at Page 453, of the Public Records of Okaloosa County, Florida as amended, and,

WHEREAS, pursuant to the authority given by Article XI, Section 11.02 of said Declaration, as proposed by the Board of Directors of EMERALD BAY WEST HOA, more than two-thirds (2/3rds) of the total voting power of EMERALD BAY WEST HOA have voted for and approved the amendment of Article III, Section 3.07 (a) of the Declaration mentioned above.

NOW, THEREFORE, in consideration of the aforementioned premises, and pursuant to the authority provided in the Declaration of Protective Covenants of EMERALD BAY WEST, as amended, and the Articles of Incorporation and By-laws of EMERALD BAY WEST HOA it is hereby declared that:

1. Article III, Section 3.07 (a) of the Declaration of Protective Covenants for EMERALD BAY WEST, is amended to read as follows, to wit:

Section 3.07 Exclusive Residential Use and Improvements

(a). All Lots in the Property shall be known and described as residential Lots and shall be used for single-family residential purposes exclusively and may not be rented, or subleased for any period of less than six (6) months; and no Lot shall be subdivided so as to increase the number of Lots in the Property unless permitted under Section 2.04 hereof. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residence dwelling with two stories or two and one-half stories of split level design, including the basement as a story, and a private garage; provided that such structure shall not exceed thirty-two feet in height above grade. This shall not prohibit the construction of one residence upon two (2) or more Lots.

Attch

2. Except as expressly amended by this amendment, the Declaration of Protective Covenants for EMERALD BAY WEST shall remain in full force and effect as originally recorded and subsequently amended.

3. This Amendment shall run with the title to the Property and will bind and inure to the benefit of the owners thereof.

IN WITNESS WHEREOF, the undersigned, as authorized officers of EMERALD BAY WEST HOMEOWNERS ASSOCIATION, INC. certify that this Amendment has been adopted by the members/owners of the association holding at least two-thirds (2/3rds) of the total voting power of the Association at an owners meeting in the manner permitted by said Declaration and Articles of Incorporation and By-laws of Emerald Bay West Homeowners Association, Inc. This Amendment shall become effective upon its recording in the Public Records of Okaloosa County, Florida as provided in said Declaration.

Dated this 26 day of February, 2016.

Witnesses:

Susan Ledford
Printed Name: SUSAN LEDFORD

Theresa L Leary
Printed Name: Theresa L Leary

Susan Ledford
Printed Name: SUSAN LEDFORD

Theresa L Leary
Printed Name: theresa L Leary

EMERALD BAY WEST HOMEOWNERS ASSOCIATION, INC.

By: Robert G. Whiton
Robert G. Whiton, President

Attest By: Linda F Christie
Linda F. Christie, Secretary

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was sworn to and acknowledged before me this 26 day of February, 2016 by Robert G. Whiton, as President of EMERALD BAY WEST HOMEOWNERS ASSOCIATION, INC., and who is personally known to me or who ___x___ produced FLDL _____ as identification.

Kasey Blain

Signature of Notary

KASEY BLAIN
MY COMMISSION # FF946330
EXPIRES December 28, 2019
(407) 398-0153 FloridaNotaryService.com

Name of Notary (Typed, Printed or stamped)
Commission Number (if not legible on seal):
My Commission Expires (If not legible on seal):

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was sworn to and acknowledged before me this 26 day of February, 2016 by Linda F. Christie, as Secretary of EMERALD BAY WEST HOMEOWNERS ASSOCIATION, INC., and who is personally known to me or who ___x___ produced FLDL _____ as identification.

Kasey Blain

Signature of Notary

KASEY BLAIN
MY COMMISSION # FF946330
EXPIRES December 28, 2019
(407) 398-0153 FloridaNotaryService.com

Name of Notary (Typed, Printed or stamped)
Commission Number (if not legible on seal):
My Commission Expires (If not legible on seal):