File # 2005021744, OR BK 2581 Page 654, Recorded 03/23/2005 at 09:29 AM,
Harold Bazzel, Clerk Bay County, Florida Deputy Clerk DS Trans # 670258

This instrument was prepared by:
Bruce I. Wiener, Attorney
Gardner, Wadsworth, Duggar, Bist & Wiener, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32308
Matter No.: 05.2095

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OCEANSIDE VILLAGE

This Declaration of Covenants, Conditions, Restrictions and Easements for Oceanside Village (hereafter "Declaration") is made and executed this 18 day of March, 2005, by **Plantation Builders, Inc.**, a Florida corporation, whose mailing address is 301 First Street, Suite 109, Port St. Joe, Florida 32457, and **Coastal Waters Construction, Inc.**, a Florida corporation, whose mailing address is P.O. Box 10219, Panama City, Florida 32404 (hereafter "Declarants").

WITNESSETH:

WHEREAS, Declarants are the owners of certain property located in **Bay County, Florida** and more particularly described in **Exhibit "A"** attached hereto and by reference made a part hereof.

NOW THEREFORE, Declarants hereby declare that all of the properties described in **Exhibit "A"** attached hereto shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I-DEFINITIONS

Section 1. "Architectural Control Committee" shall mean and refer to the Architectural Control Committee for the Subdivision as identified in this Declaration.

Section 2. "Association" shall mean and refer to Oceanside Village Subdivision Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 3. "Common Area" shall mean and refer to all real property, easement rights (including the improvements related thereto), the swimming pool and associated improvements, and any easements for utilities, drainage and storm water drainage owned by the Association for the common use and enjoyment of the Owners. Additional real property may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties are developed.

Section 4. "Declarants" shall mean and refer to Plantation Builders, Inc. and Coastal Waters Construction, Inc., their successors, and assigns provided such successors or assigns receive a written assignment of Declarants' rights hereunder.

Section 5. "Lot" shall mean and refer to each numbered lot as depicted on the Plat of Oceanside Village. The Declarants shall have the right to modify and change the boundary lines to any Lot as long as the Declarants own the Lot.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, and will include contract sellers, but will not include those holding title merely as security for performance of an obligation.

Section 8. "Plat of Oceanside Village" shall mean and refer to the Plat of Oceanside Village, a subdivision in Bay County, Florida recorded in Plat Book 21, at Page 16 of the Public Records of Bay County, Florida. The Plat of Oceanside Village also constitutes a re-plat of a portion of Block 6, Mexico Beach Unit Number 5, a subdivision recorded in Plat Book 7, at Page 61 of the Public Records of Bay County, Florida.

Section 9. "Properties" shall mean and refer to that certain real property described in **Exhibit "A"** attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. "Subdivision" shall mean and refer to the real property described in Exhibit "A" and the subdivision thereof as reflected on the Plat of Oceanside Village and all additions to such property as may be brought within the jurisdiction of the Association.

Section 11. "Townhouse" shall mean and refer to the dwelling unit constructed on each Lot.

ARTICLE II-MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS

Section 1. Every owner of a Lot shall be a member of the Association. Membership will be appurtenant to and may not be separated from ownership of a Lot.

Section 2. The Association shall have two classes of voting members:

Class A. The Class A members will all be Owners, with the exception of Declarants, and will be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons will be members and the vote for that Lot is to be exercised as they may determine among themselves. In no event will more than one vote be cast with respect to any Lot owned by Class A members.

Class B. The Class B member will be Declarants, who are entitled to exercise three (3) votes for each Lot owned. Class B membership will cease and be converted to Class A membership when Seventy-Five percent (75%) of the Lots are owned by persons or entities other than the Declarants, or when Declarants elect to terminate Class B membership, whichever first occurs.

Section 3. A copy of the Articles of Incorporation of the Association is attached hereto as **Exhibit "B"** and a copy of the Bylaws of the Association is attached hereto as **Exhibit "C"**.

ARTICLE III-ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments. Declarants covenant for each Lot within the Subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of a deed for such Lot, whether or not it will be so expressed in such deed, to pay to the Association (1) annual assessments, and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, will be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, also will be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation will not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association are to be used exclusively to promote the health, safety, welfare, and recreation of the residents in the Subdivision, and for the following: the improvement and maintenance of the Common Area; the maintenance of all landscaping on the Properties; and for exterior maintenance under Article VI of this Declaration. The cost of administrative and accounting

functions of the Association will be part of this assessment if needed.

Section 3. Maximum Annual Assessment. Assessments shall include both maintenance costs and a reasonable contribution to a reserve account for future major repairs or replacement.

(a) Until January 1 of the year immediately following the conveyance of the first Lot by Declarants to an Owner, the maximum annual assessment will be **$1,400.00** per Lot.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarants to an Owner, the maximum annual assessment may be increased each year not more than fifteen (15) percent above the maximum assessment for the previous year without a vote of the members.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarants to an Owner, the maximum annual assessment may be increased above fifteen (15) percent by the vote or written assent of a majority of each class of members.

(d) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including any related fixtures and personal property. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 will be sent to all members not less than fifteen (15) nor more than sixty (60) days in advance of the meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. Assessments may be collected on an installment basis at the discretion of the Board of Directors of the Association.

Section 7. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence on the date designated by the Board of Directors of the Association. The first annual assessment will be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association will fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof and will fix the dates on which such amounts become due. Notice of the annual assessments will be sent to every Owner subject to the assessments. Except as otherwise determined by the Board of Directors of the Association, annual assessments shall be due and payable on January 1 of each year. The Association will, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific Lot has been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date is deemed to be in default and will bear interest from the due date at the highest rate permitted by law, but in no event greater than eighteen (18) percent per annum. The Association shall be entitled to collect from the Owners all legal costs, including a reasonable attorney's fee, incurred by the Association in connection with or incident to collection of any assessment or in connection with the enforcement of the lien resulting therefrom. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot. No Owner may waive or

otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of the Owner's Lot.

Section 9. Subordination of Assessment Lien to Mortgages. The assessment lien provided for under this Declaration is subordinate to the lien of any first mortgage. A sale or transfer of any Lot will not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, will extinguish the assessment lien as to payments that become due prior to the sale or transfer. No sale or transfer will relieve such Lot from being subject to liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Right of Declarants. Notwithstanding anything to the contrary contained herein, Declarants shall be exempt from the payment of assessments against Lots, including Lots improved with townhouses, owned by Declarants and held for sale in the normal course of business.

ARTICLE IV-PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to such Lot, subject to the following provisions:

(a) The right of the Association to suspend an Owner's voting rights and right to the use of recreational facilities by an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for a period not exceeding sixty (60) days for any infraction of the published Rules and Regulations of the Association.

(b) The right to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for the purposes and subject to the conditions as may be agreed on by the members. No dedication or transfer will be effective unless an instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with this Declaration and any and all Rules and Regulations promulgated by the Association, such Owner's right of enjoyment to the Common Area to the members of such Owner's immediate family and tenants.

ARTICLE V- USE RESTRICTIONS

Section 1. The Properties shall be subdivided into eighteen (18) townhouse lots. Declarants reserve the right to build additional townhouse units through annexation of additional land to the Properties. Declarants further reserve the exclusive right to determine the location of all townhouse lots on the Properties, which includes the right to alter the location of the Lots.

Section 2. No Lot shall be occupied or used except for residential purposes by the Owners and their respective social guests and tenants.

Section 3. No building other than a townhouse shall be constructed on any Lot. Each townhouse constructed on a Lot shall contain no less than 1,450 square feet of living area, exclusive of porches, patios, terraces and storage areas. For purposes of this Section, "living area" shall mean those heated and air conditioned areas which are completely finished as a living area.

Section 4. No Lot within the Subdivision shall be further subdivided.

Section 5. No mobile homes shall be allowed on the Properties, including any Lot.

Section 6. No building shall be erected on any Lot which violates the building setbacks provided on the Plat of Oceanside Village and the building setbacks established by the applicable governing authorities.

Section 7. No noxious or offensive activity may be conducted in or on any Lot with the exception of the business of Declarants and the transferees of Declarants in developing all of the Lots as provided in Section 15.

Section 8. No sign of any kind may be displayed to public view on a Lot or the Common Area without the prior written consent of the Association, except a customary name and address sign and a sign of not more than four (4) square feet in size advertising a property for sale or rent which may only be attached to a townhouse. Notwithstanding the foregoing, the Declarants shall have the right to use such signs, as the Declarants deem appropriate to promote the sale of improved or unimproved Lots.

Section 9. Nothing will be done or kept on a Lot or in the Common Area that would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner will permit anything to be done or kept on the Owner's Lot or the Common Area that would result in the cancellation of insurance on any townhouse or on any part of the Common Area, or which would be in violation of any law.

Section 10. There shall be no on street parking whatsoever of any vehicles including, but not limited to, boats, motorcycles, motor homes, campers, automobiles, vans or trailers, unless such parking is necessary under unusual circumstances, such as a large party or reception. No two (2), three (3) or four (4) wheel motorized vehicle, for instance, a go-cart or all terrain recreational vehicle, shall be operated on any portion of the Properties. Notwithstanding, golf-carts may be operated on the Properties and boats may be parked underneath a townhouse.

Section 11. No animals, livestock or poultry of any kind are permitted to be raised, bred, or kept on any Lot or in the Common Area. However, dogs, cats, and other household pets of the Owners may be kept on Lots so long as they are not kept or maintained for commercial purposes. In furtherance and not in limitation of the foregoing, the owners of pets shall be responsible for removing from Lots, Common Area and easement areas any excrement from their pets. All dogs must be kept on a leash or under the direct control of its owner when outside. No pen, doghouse or other structure intended for an animal shall be constructed or allowed to remain on any Lot. Any animals creating a nuisance or annoyance in the Subdivision shall constitute a nuisance and shall result in the Association taking whatever action is appropriate to remove such nuisance. Tenants of Owners shall not be entitled to bring pets onto the Properties.

Section 12. No rubbish, trash, garbage, or other waste material may be kept or permitted on any Lot or in the Common Area except in sanitary containers located in appropriate areas concealed from public view except for those times designated for collection by the appropriate waste management and collection authority.

Section 13. Any and all heating and air-conditioning equipment required to be outside of a structure shall be reasonably concealed. The equipment, as installed by the Declarants or their contractor, is reasonably concealed. Window air-conditioning units shall not be permitted.

Section 14. No exterior radio, television or satellite-dish antenna, antenna poles, masts or towers or other exterior reception devises or systems may be installed on any portion of the Properties unless approved by the Architectural Control Committee. The Architectural Control Committee shall have complete discretion as to whether to approve or disapprove such matters.

Section 15. Declarants or Declarants' transferees will undertake the work of developing all Lots included within the Subdivision. The completion of that work, and the sale, rental, or other disposal of townhouses is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration will be understood or construed to:

(a) Prevent Declarants or Declarants' transferees, employees, contractors or subcontractors from doing whatever they determine may be reasonably necessary or advisable in connection with the completion of work on any part of the Subdivision owned or controlled by Declarants or Declarants' transferees or their representatives;

(b) Prevent Declarants or Declarants' transferees, employees, contractors, subcontractors or transferees from constructing and maintaining on any part of the Properties owned or controlled by Declarants, Declarants' transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of the Lots by sale, lease, or otherwise;

(c) Prevent Declarants or Declarants' transferees, employees, contractors or subcontractors from conducting any business in furtherance of completing the development of the Lots, of establishing the Subdivision as a residential community, or of disposing of Lots by sale, lease, or otherwise;

(d) Prevent Declarants or Declarants' transferees, employees, contractors, or subcontractors from maintaining signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of the Lots; or

(e) Prevent Declarants or Declarants' transferees, employees, contractors, or subcontractors from using a Lot or townhouse thereon as a model home and/or sales office.

As used in this Section, the words "Declarants' transferees" specifically exclude purchasers of Lots improved with completed townhouses.

ARTICLE VI-MAINTANENCE AND REPAIR

Each Owner is responsible for repairing, at his or her sole cost and expense, his or her townhouse, keeping the same in a condition comparable to the condition of the townhouse at the time of its initial construction, excepting only normal wear and tear. Each Owner shall maintain the exterior of the townhouse located on the Lot in a neat and attractive condition. The Association, however, shall determine the exterior color scheme of the townhouses constructed on the Lots and shall be responsible for the maintenance of the exterior color schemes. Additionally, the Association shall maintain all landscaping on the Lots. If an Owner shall fail to maintain, or make the repairs or replacements which are the responsibility of such Owner, then upon vote of a majority of the Board of Directors and after not less than ten (10) days notice to the Owner, the Association shall have the right (but not the obligation) to enter upon such Lot and provide such maintenance or make such repairs or replacements as it deems necessary or appropriate, and the cost thereof shall be payable to the Association by such Owner within ten (10) days after the delivery to the Owner of a demand for payment. Amounts due hereunder may be enforced and collected together with interest and attorney's fees in the manner assessments are enforced and collected under Article III. For the purpose solely of performing the maintenance authorized by this paragraph, the Association's agents and employees shall have the right, after reasonable notice to the Owner, to enter upon any such Lot between the hours of 7:00 a.m. and 6:00 p.m.

ARTICLE VII-OWNERS' OBLIGATIONS TO REBUILD

If all or any part of a townhouse on a Lot is damaged or destroyed by fire or other casualty, Owner will have the duty to rebuild, repair, or reconstruct the townhouse in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction must be undertaken within two (2) months after the damage occurs, and must be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners. If the Owner desires to change the plans and specifications in any way, all terms of this Declaration shall be complied with as if no improvement had been previously constructed.

ARTICLE VIII-ADDITIONAL DUTIES AND POWERS OF ASSOCIATION

Section 1. In addition to the duties and powers of the Association as set forth in this Declaration, and in addition to any powers and duties set forth in the Articles of Incorporation and Bylaws of the Association, the Association shall:

(a) Maintain and otherwise manage all the Common Area and all improvements thereon, including stormwater treatment and conveyance facilities and easements and the swimming pool and associated improvements, and maintain all landscaping located on the Properties.

(b) Grant easements where necessary for utilities, cable television and sewer and drainage facilities.

(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interests of the Association and its members. In particular, the Association shall maintain liability insurance with respect to the Common Area, which includes a swimming pool.

(d) Have the authority to employ a manager or other person and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, including a yard and swimming pool maintenance service.

(e) Obtain, collect assessments for and pay the annual termite bond for each townhouse.

(f) Maintain, collect assessments for and pay all utility costs associated with the street lights located on the Properties.

(g) Establish Rules and Regulations governing the use of the Common Area, including the swimming pool constructed in the Common Area.

ARTICLE IX-ARCHITECTURAL CONTROL

Section 1. Membership. The Architectural Control Committee for the Subdivision shall be appointed by the Declarants until such time that the Declarants waive this right in writing, and then by the Board of Directors of the Association. A majority of the Architectural Control Committee may select a representative to act for it. The Architectural Control Committee shall consist of not less than three (3) persons. The initial Architectural Control Committee shall be Thad E. Williams, James W. Beaty and Jay Worthington, who shall serve until all Lots are sold and transferred by the Declarants. All members of the Architectural Control Committee shall serve without compensation. All notices or submission requests to be given to the Architectural Control Committee shall be in writing and delivered by mail to the principal office of the Association.

Section 2. No building, fence, structure, alteration, addition or improvement of any kind, other than interior alterations not affecting the external appearance of a building or structure shall be commenced, erected, placed or maintained upon any portion of any Lot unless and until the plans and specifications therefore shall have been approved in writing by the Architectural Control Committee in its sole discretion as to harmony of external design and location in relation to surrounding structures and topography and as to aesthetic quality. Such approval by the Architectural Control Committee shall be within its sole discretion. Any approval requested of the Architectural Control Committee shall be requested in writing and shall be submitted to the Architectural Control Committee at the principal office of the Association. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to it, approval shall be deemed to have been given if written notice by the applicant has been given to the Architectural Control Committee stating that no action was taken for thirty (30) days and requesting immediate action within ten (10) days, and the Architectural Control Committee fails to approve or disapprove

within said ten (10) day period.

ARTICLE X-PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall built as a part of the original construction of a townhouse within the Subdivision and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to their use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any townhouse Owner who has used the wall may restore it, and if the other townhouse Owner subsequently makes use of the wall that other townhouse Owner shall contribute to the cost of restoration of the wall in proportion to his or her use; without prejudice, however, to the right of either townhouse owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, a townhouse Owner who by such Owner's negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 5. Right to Contribution Runs With Land. The right of a townhouse Owner to contribution from the other townhouse Owner under this Article shall be appurtenant to the land and shall pass to that townhouse Owner's successor in title.

ARTICLE XI-FIREARMS, FIREWORKS AND BURNING

All types of firearms, including but not limited to shotguns, rifles, pistols, pellet, BB guns and air rifles are prohibited from being used, discharged or displayed upon any part of the Properties. Notwithstanding the above prohibition, firearms may be kept within the townhouse of any Owner. No fireworks shall be permitted on the Properties. No burning of any kind shall be permitted on any portion of the Properties except with the prior written approval of the Association following specific permitting and approvals by all governing authorities. No charcoal grills shall be used on any Lot.

ARTICLE XII-EASEMENTS

The following easements shall be deemed to be covenants running with the land with relation to the townhouses and the Properties.

Section 1. Utility Easements. The Declarants hereby reserve, except, impose, grant and create non-exclusive, perpetual easements to and on behalf of the Declarants, the Association, the Owners, their grantees, heirs and successors in interest for utilities over, across, under and through the Common Area as shown on the Plat of Oceanside Village.

Section 2. Pedestrian Easements. The Declarants hereby reserve, except, impose, grant and create non-exclusive perpetual easements to and on behalf of the Declarants, the Association, the Owners, their grantees, heirs and successors in interest and tenants for pedestrian access on, over and across the Common Area as shown on the Plat of Oceanside Village.

Section 3. Drainage Easements. The Declarants hereby reserve, except, impose, grant and create non-exclusive, perpetual easements to and on behalf of the Declarants, the Association, the Owners, their grantees, heirs and successors in interest for stormwater conveyance and treatment over, across, under and through those certain portions of the Common Area which are improved with drainage swales.

Section 4. Townhouse Encroachment. If any townhouse shall encroach upon any easement area or other lot by reason of original construction, then an easement appurtenant to such encroaching townhouse, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

ARTICLE XIII-INSURANCE

Each Owner shall maintain hazard and extended coverage insurance, including wind insurance, on such Owner's townhouse and improvements in an amount equal to the maximum insurable replacement value. The Association may require the Owner to provide written evidence of such coverage annually and shall be a named insured under such insurance policies. In the event of loss, and subject to the consent and approval of any mortgagees named as loss payees, all insurance proceeds shall be used to promptly repair or replace the damaged property unless the Board of Directors of the Association shall otherwise agree. The Association reserves the right to require the Owners to have such additional insurance as the Association deems appropriate.

ARTICLE XIV-ANNEXATION OF ADDITIONAL PROPERTY

Additional residential property and common area may be annexed to the Subdivision with the consent of two-thirds of each class of members.

ARTICLE XV-LIMITATION OF LIABILITY OF THE ASSOCIATION

Notwithstanding the duties of the Association provided in this Declaration, the Association shall not be liable to Owners, their invitees, guests or tenants for injury or damage caused by any latent defect or condition of the property owned, or to be maintained and repaired by the Association or caused by acts of God or by third parties.

ARTICLE XVI-GENERAL PROVISIONS

Section 1. Enforcement. Declarants, the Association, or any Owner have the right to enforce, by legal proceeding or in equity, including injunctive relief, all restrictions, conditions, covenants, easements, reservations, liens, charges and obligations now or hereafter imposed by the provisions of this Declaration. Failure by Declarants, the Association, or any Owner to enforce any covenant or restriction set forth in this Declaration will in no event be deemed a waiver of the right to do so at a later time.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions, which will remain in full force and effect.

Section 3. Amendments.

(a) By Declarants. Until Declarants' Class B membership in the Association is terminated as herein provided, all amendments or modifications shall only be made by Declarants without the requirement of the Association's consent or the consent of the Owners provided, however, that the Association shall, forthwith upon request of Declarants, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarants shall, from time to time, request. Additionally, until Declarants' Class B membership is terminated, Declarants may waive or grant variances from any of the covenants and restrictions, other than those regarding payment of assessments, as to any Lot, including set back restrictions within their sole discretion. After termination of Declarants' Class B membership in the Association, the right to grant such variances shall be exercised by the Architectural Control Committee.

(b) By Owners. After termination of Class B membership in the Association, this Declaration may be amended by the consent of the Owners of two-thirds (2/3) of all Lots. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or

special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an assistant secretary of the corporation. Any amendment must be recorded in the public records of Bay County, Florida.

(c) Limitations. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarants, or of any institutional mortgagee under this Declaration without the specific written approval of the Declarants or institutional mortgagee affected thereby.

(d) Effective Date. Any amendment to this Declaration shall become effective upon such amendment being recorded in the Public Records of Bay County, Florida.

Section 4. Subordination. No breach of any of the conditions contained in this Declaration or reentry by reason of such breach will defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot in the Subdivision; provided, however, that the conditions will be binding on any Owner whose title is acquired by foreclosure, Trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this Declaration will run with and bind the land, and will inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty-five (25) years from the date of execution of this Declaration, and thereafter will continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then-owners of at least three-quarters of the Lots and all holders of mortgages encumbering the Lots.

Section 6. Attorney's Fees. The prevailing party in any legal action arising out of a dispute under this Declaration shall be entitled to recover such party's attorney's fees and costs from the non-prevailing party, including all attorney's fees and costs incurred at the trial and appellate levels.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have caused this Declaration to be executed on the date first above-written.

WITNESSES:

Print Name: [illegible]

Print Name: Janell Kersey

Plantation Builders, Inc., a Florida corporation

By: Thad E. Williams
Thad E. Williams
Its President

Print Name: Alice Beaty

Print Name: [illegible]

Coastal Waters Construction, Inc., a Florida corporation

By: James W. Beaty
James W. Beaty
Its President

STATE OF FLORIDA,
COUNTY OF Bay.

The foregoing instrument was acknowledged before me this 17th day of March, 2005, by **Thad E. Williams** as President of **Plantation Builders, Inc.**, a Florida corporation, on behalf of the corporation. He [X] is personally known to me or [ ] produced a _____ state driver's license as identification.

JANELL KERSEY
MY COMMISSION # DD 295617
EXPIRES: March 2, 2008
Bonded Thru Budget Notary Services

Janell Kersey
NOTARY PUBLIC
Print Name: Janell Kersey
My Commission Expires: 3-2-08

STATE OF FLORIDA,
COUNTY OF Bay.

The foregoing instrument was acknowledged before me this 17th day of March, 2005, by **James W. Beaty** as President of **Coastal Waters Construction, Inc.**, a Florida corporation, on behalf of the corporation. He [ ] is personally known to me or [X] produced a Florida state driver's license as identification.

JANELL KERSEY
MY COMMISSION # DD 295617
EXPIRES: March 2, 2008
Bonded Thru Budget Notary Services

Janell Kersey
NOTARY PUBLIC
Print Name: Janell Kersey
My Commission Expires: 3-2-08

JOINDER

Capital City Bank is the owner and holder of that certain Mortgage dated August 29, 2003, and recorded in Official Records Book 2334, at Page 705, as modified by that certain Mortgage Modification Agreement dated July 9, 2004, and recorded in Official Records Book 2474, at Page 162, and that certain Second Mortgage Modification Agreement dated August 9, 2004, and recorded in Official Records Book 2492, at Page 103, all of the Public Records of Bay County, Florida ("the Mortgage") which encumbers the Properties. Capital City Bank, as the owner and holder of the Mortgage, hereby joins in and consents to the above Declaration.

Date: March 17, 2005

WITNESSES:

Print Name: Dorislynn White-Padgett

Print Name: Lisa C. Slater

CAPITAL CITY BANK

By:

Print Name: Rick Bitner

Its: S.V.P.

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Joinder was acknowledged before me this 17th day of March, 2005, by Rick Bitner as St. Vice President of Capital City Bank, a state banking corporation, on behalf of the corporation. He is personally known to me or produced _____ as identification.

Printed Name:
Notary Public
My Commission Expires:

LISA C. SLATER
Notary Public - State of Florida
My Commission Expires Mar 31, 2007
Commission # DD197439

EXHIBIT "A"

BEGIN AT A CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF LOT 14, BLOCK "6", MEXICO BEACH, UNIT NUMBER 5, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 7, PAGE 61 OF THE OFFICIAL RECORDS OFFICE OF BAY COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE WESTERLY RIGHT OF WAY OF 38TH STREET; THENCE FROM SAID POINT OF BEGINNING RUN ALONG SAID RIGHT OF WAY NORTH 33 DEGREES 51 MINUTES 19 SECONDS EAST 199.97 FEET TO A CONCRETE MONUMENT MARKING THE INTERSECTION OF SAID RIGHT OF WAY WITH THE SOUTHERLY RIGHT OF WAY OF U.S. HIGHWAY NUMBER 98 (STATE ROAD NUMBER 30); THENCE LEAVING SAID WESTERLY RIGHT OF WAY RUN ALONG SAID SOUTHERLY RIGHT OF WAY NORTH 56 DEGREES 08 MINUTES 00 SECONDS WEST 230.01 FEET TO A ROD AND CAP MARKING THE INTERSECTION OF SAID RIGHT OF WAY WITH THE EASTERLY RIGHT OF WAY OF 39TH STREET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY RUN ALONG SAID EASTERLY RIGHT OF WAY SOUTH 33 DEGREES 50 MINUTES 53 SECONDS WEST 200.00 FEET TO A POINT MARKING THE NORTHWEST CORNER OF LOT NUMBER 1, BLOCK "6" OF SAID MEXICO BEACH UNIT NUMBER 5; THENCE LEAVING SAID RIGHT OF WAY RUN SOUTH 56 DEGREES 08 MINUTES 25 SECONDS EAST 229.98 FEET TO THE POINT OF BEGINNING, CONTAINING 1.06 ACRES MORE OR LESS.