

**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1298**

**FILE# 95-047466**  
**BAY COUNTY, FLORIDA**

**DECLARATION OF PROTECTIVE COVENANTS**

**(LEGEND PLACE, A CONDOMINIUM)**

This Declaration of Protective Covenants is made on this 17th day of October, 1995, by NELSON DEVELOPMENT OF NORTHWEST FLORIDA, INC., a Florida corporation, ("Developer") holding legal title to the real property described in Exhibit A attached hereto (the "Property").

**R E C I T A L S:**

A. Developer holds legal title to the Property which is the location for Phase I of the development to be known as LEGEND PLACE, A CONDOMINIUM (hereafter "LEGEND PLACE"). LEGEND PLACE will be developed in phases pursuant to 718.403 of the Florida Condominium Act. Developer is the owner and developer of the Property. Developer desires to provide a means to maintain the beauty of LEGEND PLACE consistent with the overall Bay Point Project, to insure high quality standards for the enjoyment of LEGEND PLACE as a residential condominium development and to promote the recreational interest, health, safety and social welfare of each owner and occupant of condominium units of LEGEND PLACE.

B. All of the provisions hereinafter set forth, described generally as protective covenants, are made for the reciprocal benefit of each and every condominium unit of LEGEND PLACE subjected to these covenants and are intended to create mutual equitable servitudes upon each of said units in favor of other such units, to create reciprocal rights between the respective owners of said units and to create privity of contract and estate between the grantees of said units, their heirs, successors and assigns and the Developer.

C. Developer desires to provide for the preservation and enhancement and maintenance of LEGEND PLACE, and certain improvements located thereon, and in order to accomplish such objective, Developer desires to subject the Property to the protective covenants hereby set forth, all of which is and are for the benefit of LEGEND PLACE and each owner of a condominium unit thereof and the overall Bay Point Project (as hereafter defined).

D. Developer deems it desirable that the Association (as hereafter defined) in addition to the Developer, as hereafter provided, be vested with the power and duty of administering and enforcing the protective covenants hereinafter set forth. Additionally, if the provisions of these protective covenants are not being enforced by the Developer or the Association, then these protective covenants may also be enforced by the Master Association (as hereafter defined). Provided, however, that until the expiration of 3 years from the date of recording these Covenants or until transfer of control of the Association as contemplated by 718.301, Florida Statutes, whichever is sooner, the Master Association shall provide the Developer written 10 day notice of any violation of these Protective Covenants before taking legal action for enforcement.

E. Developer recognizes that LEGEND PLACE is an integral part of the overall BAY POINT project, and that many of the common areas of the overall BAY POINT project are maintained and administered by the Master Association (as hereafter defined). Developer therefore deems it necessary and advisable that each of the unit owners of LEGEND PLACE, A CONDOMINIUM, be members of the Master Association (as hereafter defined) and therefore subject to its rules, regulations and assessments that may be promulgated from time to time by the Master Association (as hereafter defined).

**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598      PAGE: 1299**

**DECLARATION**

NOW, THEREFORE, Developer declares that the Property, which is described in Exhibit A attached hereto and made a part hereof, shall be held, sold and conveyed subject to the following protective covenants which are for the purpose of protecting the value and desirability of the Property and which shall run with title to the Property and shall be binding on all parties having any rightful interest in the Property or any part thereof, their heirs, successors and assigns.

**ARTICLE I - DEFINITIONS**

Section 1. "Association" shall mean and refer to LEGEND PLACE HOMEOWNER'S ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

Section 2. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 3. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 4. "By-Laws" shall mean and refer to the By-Laws of the Association.

Section 5. "Common Elements" shall mean and refer to those portions of the Property held in common by all of the unit owners in the proportions designated in the Declaration of Condominium for LEGEND PLACE, A CONDOMINIUM.

Section 6. "Developer" shall mean and refer to NELSON DEVELOPMENT OF NORTHWEST FLORIDA, INC., a Florida corporation, and successors or assigns of its rights. The Developer may also be an Owner for so long as the Developer shall be the record owner of any condominium unit in LEGEND PLACE, A CONDOMINIUM.

Section 7. "Declaration" shall mean and refer to this instrument, namely the Declaration of Protective Covenants (LEGEND PLACE, A CONDOMINIUM).

Section 8. "OWNER" shall mean and refer to the owner as shown in the Public Records of Bay County, Florida, (whether it be one or more persons, firms, associations, corporations, or other legal entities) of the fee simple title to any unit subject to this Declaration, but shall not mean or refer to a Mortgagee, its successors or assigns of a unit, unless and until such Mortgagee has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure, nor shall the term Owner mean or refer to any lessee or tenant of an Owner. In the event there is recorded in the Public Records of Bay County, Florida, a long-term contract for sale in the nature of a contract for deed covering any of the above parcels of Property, the purchaser under said contract shall be treated as the Owner of such parcels.

Section 9. "Property" shall mean and refer to that certain real property described in Exhibit A attached hereto and made a part hereof and any such additions thereto as may be made in accordance with the provisions hereof.

Section 10. "Residential Dwelling Unit" (Unit) shall mean and refer to any improved Property subject to this Declaration intended for use as a single-family unit, including any condominium unit, which improvement constructed thereon is sufficiently completed to be certified for occupancy by the applicable governmental authorities of Bay County, Florida, or if such certification is not available, at such time as the improvements are substantially completed in accordance with plans and specifications.



**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1300**

Section 11. "Overall Bay Point Project" shall mean and refer to that certain tract of land located generally between Delwood Beach Road, the waters of Grand Lagoon, and portions of Thomas Drive and Magnolia Beach Road in Bay County, Florida, which contains those lots in the plat of Bay Point Unit I according to plat thereof recorded in Plat Book 11, Pages 47 through 56 of the Public Records of Bay County, Florida, certain condominiums, i.e. Marina Club Village, Lagoon Towers, Studio Villas I, II, and III, Golf Villas I, II, and II, and Turtlegrass, the Bay Point Club facility and marina complex, and certain other undeveloped acreage.

Section 12. "Master Association" shall mean and refer to the Bay Point Improvement Association, Inc., which Master Association has certain obligations with regard to the Overall Bay Point Project by virtue of its Articles of Incorporation, By-Laws and Rules.

Section 13. "Development Period" shall mean the period beginning with the recording of this Declaration of Protective Covenants and ending five (5) years thereafter, or upon transfer of Association control by the Developer to Unit owners other than the Developer, whichever occurs sooner. Transfer of control refers to the procedure contemplated by Section 718.301(1)(a-e), F.S., as set forth in ARTICLE VI, Section 9 hereof.

#### **ARTICLE II - PROPERTY AND ADDITIONS**

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of that land situated in Bay County, Florida, as more particularly described on Exhibit A attached hereto. Said property is also sometimes referred to herein as the "Existing Property".

Section 2. Additional Property. Developer shall have the right to annex additional property to the Existing Property and to include said additional property as part of the Property covered by this Declaration.

Section 3. Supplemental Declaration. Any such additions authorized by Section 2 above may be made by the filing of record of one or more supplemental declarations to this instrument with respect to the added Property. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration constitutes additional property which is to become a part of the Property subject to this Declaration. In addition, a supplemental declaration may contain such additions to or modifications of the provisions hereof, subject to the limitations elsewhere mentioned, as the Developer determines in its sole discretion will be in furtherance of the development of LEGEND PLACE, A CONDOMINIUM. Such supplemental declaration shall become effective upon being recorded in the Public Records of Bay County, Florida and need be executed by the Developer only. The joinder, consent or approval of Owners, Mortgages or holders of other interest in the Property, the Association nor any other person or party shall be required for the effectiveness of such supplemental declaration.

#### **ARTICLE III - EASEMENTS**

Section 1. Creation of Easements. Each of the following easements is hereby created and is declared to exist as a covenant running with the Property, and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the condominium:

**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1301**

(a) A perpetual non-exclusive easement in favor of all of the Owners of Units in the condominium for ingress and egress over the Property between the Unit Owner's Unit and the roads and streets serving the Property is hereby granted.

(b) There is hereby reserved and conveyed to the Developer a blanket easement for the benefit of the Developer or its designees, upon, across, over, through, and under any portion of the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, public and private.

(c) There is hereby reserved and granted to the Developer an easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance and to comply with governmental requirements relative to stormwater.

(d) There is hereby granted and conveyed to the Owners and their invitees and licensees an easement for ingress and egress over and upon the roads and streets on plats and extensions of such streets, and all other roads and streets within the Overall Bay Point Project; reserving unto Developer, its successors and assigns, all utility and other rights not herein specifically granted, and further reserving the right to reasonably regulate said access rights herein granted.

(e) There is hereby reserved over and across the Property an easement in favor of Owners, their invitees and licensees and others playing the golf course adjacent to the Property to retrieve their errant golf balls from the Property; this easement is subject to the proviso that any such player shall be liable for property damage or bodily injury caused by his golf play or by retrieving his errant golf balls.

(f) There is hereby granted to the Master Association an easement to enable the Master Association to carry out its security duties and functions within LEGEND PLACE, A CONDOMINIUM, as a part of the Overall Bay Point Project.

Section 2. Limitations. Easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer or the Association to adopt reasonable Rules and Regulations pertaining to the use of Common Elements and any facilities therein, including limitations on the use of recreational facilities;

(b) The right to deny ingress to any person who in the opinion of the Developer or the Association may create or participate in a disturbance or nuisance on any part of the Property.



**ARTICLE IV - USE OF PROPERTY**

Section 1. Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration.

a. Residential Use. All Units shall be used, improved and devoted exclusively to residential use.

b. Leasing. Except as elsewhere provided, Owners shall not rent a Unit more than 3 times annually. Nothing herein shall be deemed to prevent the Owner from leasing a Unit on a daily basis, or on a longer-term lease, subject to the limitation that no more than 3 rentals, regardless of the length, shall be made over the course of a 12 month period, and further subject to all of the provisions of this Declaration, the Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association. Provided, however, that Units owned by the Developer, its affiliates or principles, shall not be subject to the limitations regarding the number of times per year that a Unit may be rented.

c. Signs. No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed upon any Unit or upon any of the Common Elements, except where express prior written approval of the size, shape, content and location thereof has been obtained from the Developer, which approval shall be granted in each case where the sign is consistent with the Master Association rules and regulations relating to signs that apply to the Overall Bay Point Project. The Developer reserves during the Development Period the right to employ the use of one or more signs of up to 4' X 4' in size, of tasteful construction, that identify the contractor(s) and developer of the Units at LEGEND PLACE, and appropriate contact information. Such sign will not include the words "For Sale" or words of like tenor, or the names of any realtor. Such signs may be moved from place to place within LEGEND PLACE, as construction progresses. Such Developer signs are expressly permitted by the Master Association.

d. Vehicles and Boats. The parking of any motor vehicle upon any portion of the Property is prohibited except in common areas expressly provided for the same or as may be approved in writing by the Developer. No boat, boat trailer or other trailer, recreational vehicle or commercial vehicle shall be allowed to be stored or parked upon the Property unless the rules and regulations of the Master Association then in effect permit them, and in such event, only in accordance and upon compliance with such rules and regulations.

e. Clothesline. No clothesline, or other outside clothes-drying facility shall be permitted to be located upon the Property.

**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1303**

f. Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Developer or the Association. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse.

g. Antennas and Flagpoles. No exterior radio and television aerials or other receiving or transmitting devices for reception of private or commercial radio, television, or telecommunications broadcast nor any flagpole shall be permitted upon the Property, unless the rules and regulations of the Master Association then in effect permit them, and in such event, only in accordance and upon compliance with such rules and regulations.

h. Window Air Conditioners. No window air conditioning units shall be installed in any of the Units without the prior approval of the Developer.

i. Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed or other outbuilding shall be permitted on any of the Property at any time, except temporary structures installed by the Developer during the initial construction, or temporary structures installed by the Developer or the Association and necessitated by approved maintenance, repair or reconstruction after casualty.

j. Fuel Storage Tanks. No fuel or gas storage tanks may be permitted on any of the Property. Notwithstanding, an owner may keep and maintain a small propane gas tank for gas barbecues and fireplaces in an area suitable to service his Unit and specifically approved by the Developer or the Association.

k. Mailboxes or Paper Boxes. No mailbox or paper box or any other receptacle of any kind for the use and delivery of mail, newspapers, magazines or similar material shall be erected or located on any Unit or the Common Elements unless the rules and regulations of the Master Association then in effect permit them, and in such event, only in accordance and upon compliance with such rules and regulations.

l. Landscape of Common Elements. All Common Elements which do not consist of parts of buildings, sidewalks, parking lots, footpaths, or areas which may not be altered except by permit from the Department of Environmental Protection, State of Florida or the United States Army Corps of Engineers, shall be landscaped and/or grass-sodded and shall be serviced by an underground sprinkling system for watering purposes. The Association shall maintain the Common Elements in a manner so as to present a pleasant appearance, and should the Association neglect to so maintain the Common Elements, the Developer may do so with



**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1304**

the reasonable expenses thereof being charged by the Developer to the Association.

m. Fences. Except for plant or other screenings around hot tubs that may be approved by the Developer, or underground pet containment fences approved by the Developer, no fence or wall may be constructed on the Property unless the rules and regulations of the Master Association then in effect permit them, and in such event, only in accordance and upon compliance with such rules and regulations.

n. Compliance. It shall be the responsibility of all Owners, family members of Owners and their authorized guests and tenants to conform to and abide by the rules and regulations in regard to the use of the Units and the Common Elements which may be adopted in writing from time to time by the Association, and to see that all persons using the Owner's Unit by, through and under him, do likewise.

Section 2. Association Review. The Association shall review all proposed modifications or alterations to existing structures and reconstruction of existing structures. No building, fence, wall, or other addition or modification to existing structures shall be commenced, erected or maintained upon a Unit nor shall any exterior addition to or change or alteration therein, including patio covers, be made nor any landscaping done until the plans, drawn to appropriate scale, and specifications showing the nature, kind, shape, height, material and location of the same including exterior color scheme, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the Association. Reconstruction consistent with the original plans and specifications of a Unit will be approved by the Association. Variances in reconstruction from the original plans and specifications are not encouraged but may be approved provided such is in harmony with the original plans and specifications of other Units in Legend Place, a condominium.

#### **ARTICLE V. - MASTER ASSOCIATION**

Section 1. Each Unit owner shall be a member of the Master Association and subject to the terms of the Master Association Articles of Incorporation, By-Laws and rules and regulations adopted by the Master Association. The Master Association shall be entitled to levy assessments upon its members, and shall be entitled to a lien upon a residential Unit for any unpaid assessment for expenses, including attorneys fees and costs, incurred or to be incurred by the Master Association in the fulfillment of its obligations as set forth in its Articles of Incorporation, By-laws and Rules.

Section 2. The Developer and the Master Association contemplate that the Master Association shall become the owner of the roads, stormwater management system and street lighting system that is to be constructed within the deeded road right of way serving LEGEND PLACE, A CONDOMINIUM. The Master Association shall operate and maintain all of the stormwater management system, but the cost of operating and maintaining such portions of the system as are outside of the deeded road right of way owned by the Master Association shall be borne by the Association. Such ownership shall be evidenced by a good and sufficient deed to the Master Association, the acceptance of which shall be expressly indicated in due form on the face of the instrument prior to its recording in

**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598      PAGE: 1305**

the public records of Bay County, Florida. In the absence of express acceptance appearing on the face of the deed, the Master Association shall not be deemed to have accepted the property covered by the instrument of conveyance. Upon acceptance of said deed, the Master Association shall have expressly assumed the maintenance of said roads, stormwater system and street lighting system. Water and sewer lines within the deeded road right of way and any lift station(s) serving LEGEND PLACE, A CONDOMINIUM, (whether in the road right of way or not) shall not be presumed to be included in the property covered by the deed contemplated hereby and the Master Association shall have no responsibility for maintenance of same, unless said deed expressly mentions such property and expressly states that same are being included in said conveyance.

**ARTICLE VI. - OTHER PROVISIONS**

Section 1. Duration. The protective covenants of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Developer, or the Owner of any Unit, their respective legal representative, heirs, successors, and assigns, for a period of fifty (50) years from the date this Declaration is recorded. The Master Association shall also be entitled to enforce these protective covenants if they are not being enforced by the Developer or Association, as the case may be, and provided further, that during the Development Period, the Master Association shall exercise such enforcement authority in a uniform and even-handed manner that is not likely to be detrimental to the Developer's sales and marketing effort with respect to Units at LEGEND PLACE. The failure by any party having the right to enforce these protective covenants to do so for any period of time shall in no event be deemed a waiver of or estoppel of the right to enforce the same thereafter. Any such party shall be entitled to the recovery of reasonable attorney's fees and costs incurred in any action instituted to enforce these protective covenants. Upon the expiration of said fifty-(50) year period, this Declaration may be extended for successive additional periods if three fourths (3/4) of the votes cast at a duly held meeting of the Association are in favor of extending this Declaration. The length of each such extension shall be established by such vote. The written notice of any meeting at which such a proposal to extend this Declaration is to be considered, shall set forth the fact that such a proposal will be considered. The President and Secretary of the Association shall execute a certificate which shall set forth any resolution of extension adopted by the Association and the date of the meeting of the Association at which such resolution was adopted. Said certificate shall be recorded in the Public Records of Bay County, Florida.

Section 2. Amendment. During the Development Period, the Developer reserves the right to amend this instrument upon the Developer's good faith determination that such amendment is necessary in the furtherance of the development and marketing of LEGEND PLACE, A CONDOMINIUM; provided, that no such amendment shall amend Recitals D. and E., subparagraphs a. or c. through n., of Section 1, Article IV hereof, Article V or Section 2, Article VI hereof, in a manner so as to affect the rights of the Master Association without the written consent of the Board of Directors of the Master Association, which shall not be unreasonably withheld. Otherwise, such amendment shall be executed by the Developer and shall not require the consent, approval or joinder of the Association, the Master Association, any Unit Owner or the holder of any mortgage or other lien interest affecting a Unit. Provided, further, however, this amendment privilege reserved to the Developer shall not be used to alter the provisions herein for the Master Association to enforce these protective covenants if the Association does not enforce them. After the Development period, this instrument may be amended, subject to the limitations above



**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1306**

provided, by a 3/4's vote or written consent of the Unit Owners of Legend Place.

Section 3. Notices. Any notice required to be sent to any member under the provisions of the Declaration shall be deemed to have been properly sent and notice thereby given when mailed with the proper postage affixed to the address appearing on the Association's membership list. Notice to one (1) or two (2) or more co-owners or co-tenants of any Unit shall constitute notice to all co-owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change in address. Any person who becomes a member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 4. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any provision either to restrain violation or to recover damages, and against the land to enforce any lien created hereby. Failure by the Association or the Developer to enforce any protective covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter.

Section 5. Severability. Should any protective covenant herein contained or any article, section, sub-section, sentence, clause, phrase, or term of this Declaration be declared to be invalid or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties or subject matter of this Declaration, such judgment shall not affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by or from the Developer contemplated under this Declaration, the Developer shall not be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way relating to the subject matter of any such review, acceptances, inspections, permission, consents or required approval, whether given, granted or withheld.

Section 7. Effect of Declaration. Notwithstanding anything contained in this Declaration to the contrary, neither this Declaration nor any term or provision hereof shall constitute a defect, encumbrance, lien, or cloud upon the title of any portion of the property that now or in the future constitutes LEGEND PLACE, A CONDOMINIUM.

Section 8. Developer's Units. Insofar as the context of Articles III, IV, and VI require, the Developer shall be treated as the Owner of all Units owned by the Developer.

Section 9. Section 718.301(1)(a-e), F.S. Transfer of association control:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1307**

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to §718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration."

IN WITNESS WHEREOF, the undersigned NELSON DEVELOPMENT OF NORTHWEST FLORIDA, INC., a Florida corporation, has caused this instrument to be executed as of the date first written above.

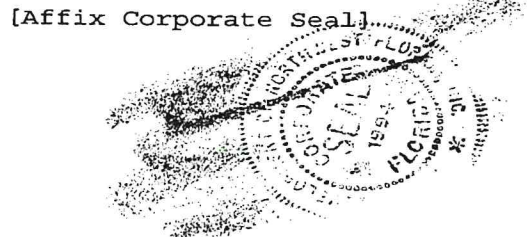
Signed, sealed and delivered in the presence of:

Jo Fauchery  
Roe Blay

NELSON DEVELOPMENT OF NORTHWEST FLORIDA, A Florida Corporation

By: David R. Nelson  
David R. Nelson

Its: President





STATE OF FLORIDA  
COUNTY OF BAY

**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1308**

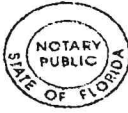
The foregoing instrument was acknowledged before me this 17 day of October, 1995, by DAVID R. NELSON, President of NELSON DEVELOPMENT OF NORTHWEST FLORIDA, INC., on behalf of the corporation. (notary **must** check applicable box)

- is personally known to me.
- produced a current Florida driver's license as identification.
- produced \_\_\_\_\_ as identification.

(SEAL)

Diana Jo Fauchoux  
\_\_\_\_\_  
(Print Name)

Notary Public  
Serial # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



DIANA JO FAUCHEUX  
My Comm Exp. 10/20/97  
Bonded By Service Ins  
No. CC311295  
[ ] Personally Known [ ] Other I. D.

**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1298**

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B. All of the provisions hereinafter set forth, described generally as protective covenants, are made for the reciprocal benefit of each and every condominium unit of LEGEND PLACE subjected to these covenants and are intended to create mutual equitable servitudes upon each of said units in favor of other such units, to create reciprocal rights between the respective owners of said units and to create privity of contract and estate between the grantees of said units, their heirs, successors and assigns and the Developer.

C. Developer desires to provide for the preservation and enhancement and maintenance of LEGEND PLACE, and certain improvements located thereon, and in order to accomplish such objective, Developer desires to subject the Property to the protective covenants hereby set forth, all of which is and are for the benefit of LEGEND PLACE and each owner of a condominium unit thereof and the overall Bay Point Project (as hereafter defined).

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Section 3. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 4. "By-Laws" shall mean and refer to the By-Laws of the Association.

Section 5. "Common Elements" shall mean and refer to those portions of the Property held in common by all of the unit owners in the proportions designated in the Declaration of Condominium for LEGEND PLACE, A CONDOMINIUM.

Section 6. "Developer" shall mean and refer to NELSON DEVELOPMENT OF NORTHWEST FLORIDA, INC., a Florida corporation, and successors or assigns of its rights. The Developer may also be an Owner for so long as the Developer shall be the record owner of any condominium unit in LEGEND PLACE, A CONDOMINIUM.

Section 7. "Declaration" shall mean and refer to this instrument, namely the Declaration of Protective Covenants (LEGEND PLACE, A CONDOMINIUM).

Section 8. "OWNER" shall mean and refer to the owner as shown in the Public Records of Bay County, Florida, (whether it be one or more persons, firms, associations, corporations, or other legal entities) of the fee simple title to any unit subject to this Declaration, but shall not mean or refer to a Mortgagee, its successors or assigns of a unit, unless and until such Mortgagee has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure, nor shall the term Owner mean or refer to any lessee or tenant of an Owner. In the event there is recorded in the Public Records of Bay County, Florida, a long-term contract for sale in the nature of a contract for deed covering any of the above parcels of Property, the purchaser under said contract shall be treated as the Owner of such parcels.

Section 9. "Property" shall mean and refer to that certain real property described in Exhibit A attached hereto and made a part hereof and any such additions thereto as may be made in accordance with the provisions hereof.

Section 10. "Residential Dwelling Unit" (Unit) shall mean and refer to any improved Property subject to this Declaration intended for use as a single-family unit, including any condominium unit, which improvement constructed thereon is sufficiently completed to be certified for occupancy by the applicable governmental authorities of Bay County, Florida, or if such certification is not available, at such time as the improvements are substantially completed in accordance with plans and specifications.

**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1300**

Section 11. "Overall Bay Point Project" shall mean and refer to that certain tract of land located generally between Delwood Beach Road, the waters of Grand Lagoon, and portions of Thomas Drive and Magnolia Beach Road in Bay County, Florida, which contains those lots in the plat of Bay Point Unit I according to plat thereof recorded in Plat Book 11, Pages 47 through 56 of the Public Records of Bay County, Florida, certain condominiums, i.e. Marina Club Village, Lagoon Towers, Studio Villas I, II, and III, Golf Villas I, II, and III, and Turtlegrass, the Bay Point Club facility and marina complex, and certain other undeveloped acreage.

Section 12. "Master Association" shall mean and refer to the Bay Point Improvement Association, Inc., which Master Association has certain obligations with regard to the Overall Bay Point Project by virtue of its Articles of Incorporation, By-Laws and Rules.

Section 13. "Development Period" shall mean the period beginning with the recording of this Declaration of Protective Covenants and ending five (5) years thereafter, or upon transfer of Association control by the Developer to Unit owners other than the Developer, whichever occurs sooner. Transfer of control refers to the procedure contemplated by Section 718.301(1) (a-e), F.S., as set forth in ARTICLE VI, Section 9 hereof.

**ARTICLE II - PROPERTY AND ADDITIONS**

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of that land situated in Bay County, Florida, as more particularly described on Exhibit A attached hereto. Said property is also sometimes referred to herein as the "Existing Property".

Section 2. Additional Property. Developer shall have the right to annex additional property to the Existing Property and to include said additional property as part of the Property covered by this Declaration.

Section 3. Supplemental Declaration. Any such additions authorized by Section 2 above may be made by the filing of record of one or more supplemental declarations to this instrument with respect to the added Property. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration constitutes additional property which is to become a part of the Property subject to this Declaration. In addition, a supplemental declaration may contain such additions to or modifications of the provisions hereof, subject to the limitations elsewhere mentioned, as the Developer determines in its sole discretion will be in furtherance of the development of LEGEND PLACE, A CONDOMINIUM. Such supplemental declaration shall become effective upon being recorded in the Public Records of Bay County, Florida and need be executed by the Developer only. The joinder, consent or approval of Owners, Mortgages or holders of other interest in the Property, the Association nor any other person or party shall be required for the effectiveness of such supplemental declaration.

**ARTICLE III - EASEMENTS**

Section 1. Creation of Easements. Each of the following easements is hereby created and is declared to exist as a covenant running with the Property, and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the condominium:




**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1301**

(a) A perpetual non-exclusive easement in favor of all of the Owners of Units in the condominium for ingress and egress over the Property between the Unit Owner's Unit and the roads and streets serving the Property is hereby granted.

(b) There is hereby reserved and conveyed to the Developer a blanket easement for the benefit of the Developer or its designees, upon, across, over, through, and under any portion of the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, public and private.

(c) There is hereby reserved and granted to the Developer an easement and right on, over and under the ground within the Property to maintain and to correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance and to comply with governmental requirements relative to stormwater.

(d) There is hereby granted and conveyed to the Owners and their invitees and licensees an easement for ingress and egress over and upon the roads and streets on plats and extensions of such streets, and all other roads and streets within the Overall Bay Point Project; reserving unto Developer, its successors and assigns, all utility and other rights not herein specifically granted, and further reserving the right to reasonably regulate said access rights herein granted.

(e) There is hereby reserved over and across the Property an easement in favor of Owners, their invitees and licensees and others playing the golf course adjacent to the Property to retrieve their errant golf balls from the Property; this easement is subject to the proviso that any such player shall be liable for property damage or bodily injury caused by his golf play or by retrieving his errant golf balls. 

(f) There is hereby granted to the Master Association an easement to enable the Master Association to carry out its security duties and functions within LEGEND PLACE, A CONDOMINIUM, as a part of the Overall Bay Point Project.

Section 2. Limitations. Easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer or the Association to adopt reasonable Rules and Regulations pertaining to the use of Common Elements and any facilities therein, including limitations on the use of recreational facilities;

(b) The right to deny ingress to any person who in the opinion of the Developer or the Association may create or participate in a disturbance or nuisance on any part of the Property.

**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1302**

**ARTICLE IV - USE OF PROPERTY**

Section 1. Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration.

a. Residential Use. All Units shall be used, improved and devoted exclusively to residential use.

b. Leasing. Except as elsewhere provided, Owners shall not rent a Unit more than 3 times annually. Nothing herein shall be deemed to prevent the Owner from leasing a Unit on a daily basis, or on a longer-term lease, subject to the limitation that no more than 3 rentals, regardless of the length, shall be made over the course of a 12 month period, and further subject to all of the provisions of this Declaration, the Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association. Provided, however, that Units owned by the Developer, its affiliates or principles, shall not be subject to the limitations regarding the number of times per year that a Unit may be rented.

c. Signs. No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed upon any Unit or upon any of the Common Elements, except where express prior written approval of the size, shape, content and location thereof has been obtained from the Developer, which approval shall be granted in each case where the sign is consistent with the Master Association rules and regulations relating to signs that apply to the Overall Bay Point Project. The Developer reserves during the Development Period the right to employ the use of one or more signs of up to 4' X 4' in size, of tasteful construction, that identify the contractor(s) and developer of the Units at LEGEND PLACE, and appropriate contact information. Such sign will not include the words "For Sale" or words of like tenor, or the names of any realtor. Such signs may be moved from place to place within LEGEND PLACE, as construction progresses. Such Developer signs are expressly permitted by the Master Association.

d. Vehicles and Boats. The parking of any motor vehicle upon any portion of the Property is prohibited except in common areas expressly provided for the same or as may be approved in writing by the Developer. No boat, boat trailer or other trailer, recreational vehicle or commercial vehicle shall be allowed to be stored or parked upon the Property unless the rules and regulations of the Master Association then in effect permit them, and in such event, only in accordance and upon compliance with such rules and regulations.

e. Clothesline. No clothesline, or other outside clothes-drying facility shall be permitted to be located upon the Property.



**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1303**

- f. Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Developer or the Association. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse.
- g. Antennas and Flagpoles. No exterior radio and television aerials or other receiving or transmitting devices for reception of private or commercial radio, television, or telecommunications broadcast nor any flagpole shall be permitted upon the Property, unless the rules and regulations of the Master Association then in effect permit them, and in such event, only in accordance and upon compliance with such rules and regulations.
- h. Window Air Conditioners. No window air conditioning units shall be installed in any of the Units without the prior approval of the Developer.
- i. Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed or other outbuilding shall be permitted on any of the Property at any time, except temporary structures installed by the Developer during the initial construction, or temporary structures installed by the Developer or the Association and necessitated by approved maintenance, repair or reconstruction after casualty.
- j. Fuel Storage Tanks. No fuel or gas storage tanks may be permitted on any of the Property. Notwithstanding, an owner may keep and maintain a small propane gas tank for gas barbecues and fireplaces in an area suitable to service his Unit and specifically approved by the Developer or the Association.
- k. Mailboxes or Paper Boxes. No mailbox or paper box or any other receptacle of any kind for the use and delivery of mail, newspapers, magazines or similar material shall be erected or located on any Unit or the Common Elements unless the rules and regulations of the Master Association then in effect permit them, and in such event, only in accordance and upon compliance with such rules and regulations.
- l. Landscape of Common Elements. All Common Elements which do not consist of parts of buildings, sidewalks, parking lots, footpaths, or areas which may not be altered except by permit from the Department of Environmental Protection, State of Florida or the United States Army Corps of Engineers, shall be landscaped and/or grass-sodded and shall be serviced by an underground sprinkling system for watering purposes. The Association shall maintain the Common Elements in a manner so as to present a pleasant appearance, and should the Association neglect to so maintain the Common Elements, the Developer may do so with

**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1304**

the reasonable expenses thereof being charged by the Developer to the Association.

m. Fences. Except for plant or other screenings around hot tubs that may be approved by the Developer, or underground pet containment fences approved by the Developer, no fence or wall may be constructed on the Property unless the rules and regulations of the Master Association then in effect permit them, and in such event, only in accordance and upon compliance with such rules and regulations.

n. Compliance. It shall be the responsibility of all Owners, family members of Owners and their authorized guests and tenants to conform to and abide by the rules and regulations in regard to the use of the Units and the Common Elements which may be adopted in writing from time to time by the Association, and to see that all persons using the Owner's Unit by, through and under him, do likewise.

Section 2. Association Review. The Association shall review all proposed modifications or alterations to existing structures and reconstruction of existing structures. No building, fence, wall, or other addition or modification to existing structures shall be commenced, erected or maintained upon a Unit nor shall any exterior addition to or change or alteration therein, including patio covers, be made nor any landscaping done until the plans, drawn to appropriate scale, and specifications showing the nature, kind, shape, height, material and location of the same including exterior color scheme, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the Association. Reconstruction consistent with the original plans and specifications of a Unit will be approved by the Association. Variances in reconstruction from the original plans and specifications are not encouraged but may be approved provided such is in harmony with the original plans and specifications of other Units in Legend Place, a condominium.

#### ARTICLE V. - MASTER ASSOCIATION

Section 1. Each Unit owner shall be a member of the Master Association and subject to the terms of the Master Association Articles of Incorporation, By-Laws and rules and regulations adopted by the Master Association. The Master Association shall be entitled to levy assessments upon its members, and shall be entitled to a lien upon a residential Unit for any unpaid assessment for expenses, including attorneys fees and costs, incurred or to be incurred by the Master Association in the fulfillment of its obligations as set forth in its Articles of Incorporation, By-laws and Rules.

Section 2. The Developer and the Master Association contemplate that the Master Association shall become the owner of the roads, stormwater management system and street lighting system that is to be constructed within the deeded road right of way serving LEGEND PLACE, A CONDOMINIUM. The Master Association shall operate and maintain all of the stormwater management system, but the cost of operating and maintaining such portions of the system as are outside of the deeded road right of way owned by the Master Association shall be borne by the Association. Such ownership shall be evidenced by a good and sufficient deed to the Master Association, the acceptance of which shall be expressly indicated in due form on the face of the instrument prior to its recording in



**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1305**

the public records of Bay County, Florida. In the absence of express acceptance appearing on the face of the deed, the Master Association shall not be deemed to have accepted the property covered by the instrument of conveyance. Upon acceptance of said deed, the Master Association shall have expressly assumed the maintenance of said roads, stormwater system and street lighting system. Water and sewer lines within the deeded road right of way and any lift station(s) serving LEGEND PLACE, A CONDOMINIUM, (whether in the road right of way or not) shall not be presumed to be included in the property covered by the deed contemplated hereby and the Master Association shall have no responsibility for maintenance of same, unless said deed expressly mentions such property and expressly states that same are being included in said conveyance. ←

**ARTICLE VI. - OTHER PROVISIONS**

Section 1. Duration. The protective covenants of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Developer, or the Owner of any Unit, their respective legal representative, heirs, successors, and assigns, for a period of fifty (50) years from the date this Declaration is recorded. The Master Association shall also be entitled to enforce these protective covenants if they are not being enforced by the Developer or Association, as the case may be, and provided further, that during the Development Period, the Master Association shall exercise such enforcement authority in a uniform and even-handed manner that is not likely to be detrimental to the Developer's sales and marketing effort with respect to Units at LEGEND PLACE. The failure by any party having the right to enforce these protective covenants to do so for any period of time shall in no event be deemed a waiver of or estoppel of the right to enforce the same thereafter. Any such party shall be entitled to the recovery of reasonable attorney's fees and costs incurred in any action instituted to enforce these protective covenants. Upon the expiration of said fifty-(50) year period, this Declaration may be extended for successive additional periods if three fourths (3/4) of the votes cast at a duly held meeting of the Association are in favor of extending this Declaration. The length of each such extension shall be established by such vote. The written notice of any meeting at which such a proposal to extend this Declaration is to be considered, shall set forth the fact that such a proposal will be considered. The President and Secretary of the Association shall execute a certificate which shall set forth any resolution of extension adopted by the Association and the date of the meeting of the Association at which such resolution was adopted. Said certificate shall be recorded in the Public Records of Bay County, Florida.

Section 2. Amendment. During the Development Period, the Developer reserves the right to amend this instrument upon the Developer's good faith determination that such amendment is necessary in the furtherance of the development and marketing of LEGEND PLACE, A CONDOMINIUM; provided, that no such amendment shall amend Recitals D. and E., subparagraphs a. or c. through n., of Section 1, Article IV hereof, Article V or Section 2, Article VI hereof, in a manner so as to affect the rights of the Master Association without the written consent of the Board of Directors of the Master Association, which shall not be unreasonably withheld. Otherwise, such amendment shall be executed by the Developer and shall not require the consent, approval or joinder of the Association, the Master Association, any Unit Owner or the holder of any mortgage or other lien interest affecting a Unit. Provided, further, however, this amendment privilege reserved to the Developer shall not be used to alter the provisions herein for the Master Association to enforce these protective covenants if the Association does not enforce them. After the Development period, this instrument may be amended, subject to the limitations above

**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1306**

provided, by a 3/4's vote or written consent of the Unit Owners of Legend Place.

Section 3. Notices. Any notice required to be sent to any member under the provisions of the Declaration shall be deemed to have been properly sent and notice thereby given when mailed with the proper postage affixed to the address appearing on the Association's membership list. Notice to one (1) or two (2) or more co-owners or co-tenants of any Unit shall constitute notice to all co-owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change in address. Any person who becomes a member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 4. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any provision either to restrain violation or to recover damages, and against the land to enforce any lien created hereby. Failure by the Association or the Developer to enforce any protective covenant herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same thereafter.

Section 5. Severability. Should any protective covenant herein contained or any article, section, sub-section, sentence, clause, phrase, or term of this Declaration be declared to be invalid or unenforceable for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties or subject matter of this Declaration, such judgment shall not affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by or from the Developer contemplated under this Declaration, the Developer shall not be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way relating to the subject matter of any such review, acceptances, inspections, permission, consents or required approval, whether given, granted or withheld.

Section 7. Effect of Declaration. Notwithstanding anything contained in this Declaration to the contrary, neither this Declaration nor any term or provision hereof shall constitute a defect, encumbrance, lien, or cloud upon the title of any portion of the property that now or in the future constitutes LEGEND PLACE, A CONDOMINIUM.

Section 8. Developer's Units. Insofar as the context of Articles III, IV, and VI require, the Developer shall be treated as the Owner of all Units owned by the Developer.

Section 9. Section 718.301(1)(a-e), F.S. Transfer of association control:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:



**\*\* OFFICIAL RECORDS \*\***  
**BOOK: 1598 PAGE: 1307**

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to §718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration."

IN WITNESS WHEREOF, the undersigned NELSON DEVELOPMENT OF NORTHWEST FLORIDA, INC., a Florida corporation, has caused this instrument to be executed as of the date first written above.

Signed, sealed and delivered in the presence of:

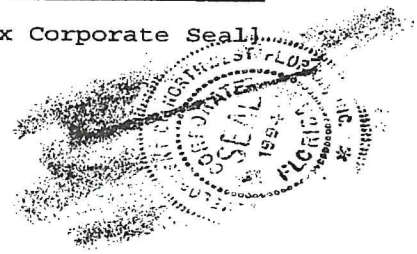
So Fauchery  
RoeBlay

NELSON DEVELOPMENT OF NORTHWEST FLORIDA, A Florida Corporation

By: [Signature]  
David R. Nelson

Its: President

[Affix Corporate Seal]



STATE OF FLORIDA  
COUNTY OF BAY

\*\* OFFICIAL RECORDS \*\*  
BOOK: 1598 PAGE: 1308

The foregoing instrument was acknowledged before me this 17  
day of October, 1995, by DAVID R. NELSON, President of NELSON  
DEVELOPMENT OF NORTHWEST FLORIDA, INC., on behalf of the  
corporation. (notary must check applicable box)

- is personally known to me.
- produced a current Florida driver's license as identification.
- produced \_\_\_\_\_ as identification.

(SEAL)

Diana Jo Fauchaux  
(Print Name)  
 Notary Public  
 Serial # \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_



DIANA JO FAUCHEUX  
 My Comm Exp. 10/20/97  
 Bonded By Service Ins  
 No. CC311295  
 Personally Known     Other I. D.



## EXHIBIT "A" TO DECLARATION OF PROTECTIVE COVENANTS

DESCRIPTION:

PHASE I

\*\* OFFICIAL RECORDS \*\*  
BOOK: 1598 PAGE: 1309

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA, AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF DELWOOD BEACH ROAD; THENCE SOUTH 00°15'40" EAST ALONG THE WEST LINE OF SAID SECTION 11 ACCORDING TO THE PLAT OF BAY POINT UNIT ONE, 1105.81 FEET; THENCE SOUTH 75°25'12" EAST, FOR 230.52 FEET; THENCE NORTH 42°08'15" EAST FOR 290.35 FEET; THENCE SOUTH 11°59'54" EAST FOR 25.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 66°21'38" EAST, 222.40 FEET; THENCE SOUTH 64°13'15" EAST, 117.36 FEET; THENCE SOUTH 27°35'41" WEST, 68.25 FEET; THENCE SOUTH 64°07'17" WEST, 36.64 FEET, TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 27°08'21", A CHORD OF 18.77 FEET, BEARING SOUTH 00°40'21" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 18.94 FEET, TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE, PROCEED NORTH 64°07'17" EAST, 16.83 FEET; THENCE SOUTH 67°42'17" EAST, 71.51 FEET; THENCE SOUTH 22°17'43" WEST, 61.34 FEET; THENCE NORTH 67°42'17" WEST, 51.33 FEET; THENCE SOUTH 45°36'58" WEST, 98.91 FEET; THENCE NORTH 57°33'23" WEST, 73.92 FEET; THENCE SOUTH 66°42'18" WEST, 104.19 FEET; THENCE NORTH 09°50'09" EAST, 32.60 FEET; THENCE NORTH 11°59'54" WEST, 156.10 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT ROAD EASEMENT IN PHASE I.

DESCRIPTION:

DESCRIPTION ROAD EASEMENT: IN PHASE I

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA, AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF DELWOOD BEACH ROAD; THENCE S00°15'40"E ALONG THE WEST LINE OF SAID SECTION 11 ACCORDING TO THE PLAT OF BAY POINT UNIT ONE, 1105.81 FEET; THENCE S75°25'12"E FOR 230.52 FEET; THENCE N42°08'13"E FOR 290.35 FEET; THENCE S11°59'54"E FOR 25.00 FEET TO THE POINT OF BEGINNING; THENCE N66°21'28"E FOR 16.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 60°53'28", A RADIUS OF 28.00 FEET, A CHORD OF 28.37 FEET BEARING S59°50'55"E; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 29.76 FEET TO THE POINT OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 61°26'30", A RADIUS OF 122.00 FEET; A CHORD OF 124.64 FEET, BEARING SOUTH 59°34'24" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 130.82 FEET, TO THE POINT OF A COMPOUND CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 176°11'11", A RADIUS OF 11.86 FEET; A CHORD OF 23.70 FEET, BEARING NORTH 66°24'36" EAST; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 36.47 FEET TO THE POINT OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 148°10'59", A RADIUS OF 40.0 FEET, A CHORD OF 76.93 FEET BEARING NORTH 54°37'58" EAST; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 103.45 FEET TO THE END OF SAID CURVE; THENCE NORTH 38°43'28" EAST FOR 1.26 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 20°49'48", A RADIUS OF 41.26 FEET, A CHORD OF 14.91 FEET BEARING SOUTH 40°51'38" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 15.00 FEET TO THE END OF SAID CURVE; THENCE SOUTH 59°33'16" WEST FOR 1.26 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 106°34'44", A RADIUS OF 40.00 FEET, A CHORD OF 64.13 FEET BEARING S22°50'38"W; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 74.40 FEET TO THE END OF SAID CURVE; THENCE S45°36'58"W FOR 63.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 65°08'53", A RADIUS OF 10.00 FEET; A CHORD OF 10.76 FEET, BEARING S13°02'31"W, THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 11.37 FEET; TO THE POINT OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 31°18'25", A RADIUS OF 78.00 FEET, A CHORD OF 42.09 FEET, BEARING S35°11'07"E; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 42.62 FEET TO THE END OF SAID CURVE; THENCE S45°36'58"W FOR 10.00 FEET; THENCE N57°33'23"W FOR 73.92 FEET, TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 01°11'34", A RADIUS OF 122.00 FEET, A CHORD OF 2.54 FEET, BEARING N12°34'53"W; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 2.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N11°59'06"W FOR 20.76 FEET; THENCE S78°00'54"W FOR 2.63 FEET; THENCE N11°59'06"W FOR 15.00 FEET; THENCE N78°00'54"E FOR 2.26 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 72°43'47", A RADIUS OF 78.00 FEET, A CHORD OF 92.50 FEET, BEARING N53°55'45"W; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 99.01 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°42'21"W FOR 28.38 FEET; THENCE N11°59'54"W FOR 53.14 FEET TO THE POINT OF BEGINNING.

RCD Nov 16 1995 01:19pm  
HAROLD BAZZEL, CLERK