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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
BAYTOWNE WHARF NEIGHBORHOOD**

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DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR BAYTOWNE WHARF NEIGHBORHOOD

This Declaration of Covenants, Conditions and Restrictions for Baytowne Wharf Neighborhood (this "Declaration") is made as of April 29, 2002, by Intrawest Sandestin Company, L.L.C., a Delaware limited liability company ("Declarant").

RECITALS

A. Declarant owns the real property located in Walton County, Florida that is described on Exhibit A attached hereto and made a part hereof (the "Declarant's Property").

B. Declarant owns a portion of the real property located in Walton County, Florida that is described on Exhibit B attached hereto and made a part hereof, and Grand Sandestin Development Company, L.L.C., a Delaware limited liability company, owns a portion of the real property located in Walton County, Florida, that is described on Exhibit B attached hereto and made a part hereof (collectively, the "Additional Property").

C. Gateway/Le Jardin Development Company L.L.C., a Delaware limited liability company ("Gateway Development"), owns the real property located in Walton County, Florida that is described on Exhibit C attached hereto and made a part hereof (the "Gateway Development Property").

D. Fisherman's Village One Development Company, L.L.C., a Delaware limited liability company, also owns the real property located in Walton County, Florida that is described on Exhibit D attached hereto and made a part hereof (the "Stand Alone Development Property").

E. Declarant desires to create a master planned development known as Baytowne Wharf on the Declarant's Property, the Gateway Development Property, the Stand Alone Development Property and on any real property made subject to this Declaration in the future, including, without limitation, portions or all of the Additional Property.

F. Gateway Development desires that Declarant include the Gateway Development Property and the Stand Alone Development Property in such master planned development.

G. Declarant and Gateway Development deem it necessary and desirable to subject the Declarant's Property, the Gateway Development Property and the Stand Alone Development Property to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration.

DECLARATION

In consideration of the foregoing, Declarant hereby declares as follows:

## **ARTICLE I. DECLARATION**

### **1.01 Declaration.**

Declarant hereby creates a master planned development named "Baytowne Wharf Neighborhood" on the Property (as that term is defined below), and declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions, reservations, easements, assessments, charges, liens and other provisions of this Declaration.

### **1.02 Covenants Running With the Land.**

All covenants, conditions, restrictions, reservations, easements, charges, liens and other provisions of this Declaration are covenants running with the land, or equitable servitudes, as the case may be. The obligations, burdens and benefits created by this Declaration shall bind and inure to the benefit of Declarant, the Owners (as that term is defined below), all other parties having any right, title or interest in the Property or any portion thereof and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives.

## **ARTICLE II. DEFINITIONS**

### **2.01 Basic Definitions.**

As used in this Declaration, the following terms shall have the meanings given to them in this Section 2.01, unless the context expressly requires otherwise.

(a) "Additional Property" means the real property described on Exhibit B attached hereto and made a part hereof.

(b) "Annual General Assessment" has the meaning given to that term in Section 6.04 below.

(c) "Area" means, with respect to any Unit, the total square footage of such Unit as determined by reference to documents recorded in the Walton County Records, or, in the event that no documents setting forth such square footage have been recorded or such documents are in conflict, the square footage determined by the Executive Board, in its sole and absolute discretion.

(d) "Articles" means the Articles of Incorporation of the Neighborhood Association, as the same may be amended from time to time, a copy of which has been attached as Exhibit E hereto.

(e) "Assessment" means an Annual General Assessment, a Sales Assessment, a Real Estate Transfer Assessment, a Neighborhood Association Assessment, a Special Assessment or a Default Assessment levied pursuant to Article VI below.

(f) "Assessment Lien" means the lien of the Neighborhood Association on a Unit described in Section 6.12 below.

(g) "Association" means any association of owners created pursuant to a declaration of covenants for a community created within the Property pursuant to Section 617.301(7) of the Florida Statutes.

(h) "Association Documents" has the meaning given to that term in Section 16.09 below.

(i) "Baytowne Wharf Neighborhood" means the master planned development created on the Property by this Declaration.

(j) "Bylaws" means the Bylaws of the Neighborhood Association, as the same may be amended from time to time, a copy of which has been attached as Exhibit F hereto.

(k) "Common Expenses" means:

(i) any and all costs, expenses and liabilities incurred by or on behalf of the Neighborhood Association, including, without limitation, costs, expenses and liabilities for (A) acquiring, owning, leasing, selling, encumbering, managing, operating, insuring, improving, repairing, replacing and maintaining the Common Property or any other property of the Neighborhood Association including, but not limited to, the Service Bay Unit and the Non-Residential Parking Area and any other Unit owned by the Neighborhood Association; (B) carrying out any of the purposes of, and exercising any of the powers of, the Neighborhood Association as described in any Neighborhood Association Document, including, without limitation, those purposes and powers described in Section 3.02 below; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments, charges and liens imposed pursuant hereto; (E) promoting Baytowne Wharf Neighborhood as part of the Sandestin Resort; (F) maintaining and enhancing property values within Baytowne Wharf Neighborhood; (G) regulating and managing Baytowne Wharf Neighborhood; and (H) operating the Neighborhood Association; and

(ii) reserves for any such costs, expenses and liabilities.

(l) "Common Property" means any real estate within Baytowne Wharf Neighborhood and any improvements or fixtures located on such real estate, that are:

(i) owned by the Neighborhood Association; or

(ii) owned by a Person other than the Neighborhood Association, but in which the Neighborhood Association has rights of use or possession pursuant to (A) this Declaration, or (B) a lease, license, easement or other agreement.

(m) "Community Facility" means any facility that is operated by a nonprofit, not-for-profit, governmental or quasi-governmental entity and that provides cultural, recreational,

entertainment or other services to Owners, Guests or the general public. "Community Facilities" include, without limitation, all:

- (i) theaters and amphitheaters;
- (ii) libraries;
- (iii) chapels;
- (iv) schools;
- (v) community centers;
- (vi) recreational facilities, athletic facilities, parks, playing fields, nature centers, trails, open spaces and wetlands;
- (vii) child care facilities and teen centers; and
- (viii) medical and emergency service facilities,

that are operated by a nonprofit, not-for-profit, governmental or quasi-governmental entity.

(n) "Consideration" means any combination of:

- (i) the money paid or to be paid;
- (ii) the value of property delivered or to be delivered;
- (iii) the value of any services delivered or to be delivered; and
- (iv) the amount of any debt assumed or to be assumed,

by a Transferee in exchange for the Transfer of a Unit or a Time Share Estate in a Unit.

(o) "Declarant" means Intrawest Sandestin Company, L.L.C., a Delaware limited liability company, and its successors and assigns.

(p) "Declarant Control Period" has the meaning given to that term in Section 5.04 below.

(q) "Declarant Rights" means any rights reserved to Declarant under this Declaration or any other Neighborhood Association Document, including, without limitation, all Special Declarant Rights.

(r) "Declarant's Property" means the real property described on Exhibit A attached hereto and made a part hereof.



(s) "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Baytowne Wharf Neighborhood, as the same may be amended or supplemented from time to time.

(t) "Default Assessment" has the meaning given to that term in Section 6.08 below.

(u) "Director" means a duly elected or appointed member of the Executive Board.

(v) "Employee Housing Unit" means any Residential Unit that is restricted to use by a covenant, condition or restriction recorded in the Walton County Records, as housing:

(i) for one or more "employees" as such term is defined in the Sandestin DRI; or

(ii) for any other person employed at Sandestin Resort.

(w) "Equity Owner" has the meaning given to that term in Section 6.06 below.

(x) "Executive Board" means the Board of Directors of the Neighborhood Association.

(y) "Fair Market Value," means the greater of:

(i) the Consideration given by the Transferee to the Transferor in exchange for the Transfer of a Unit or a Time Share Estate in a Unit or Resort Property; or

(ii) the price that a Transferee would pay to a Transferor for a Unit or a Time Share Estate in a Unit in a bona fide arms-length Transfer between unrelated Persons, as determined by the Neighborhood Association pursuant to paragraph 6.06(f) below.

(z) "First Mortgage" means any Mortgage which is not subordinate to any other lien or encumbrance, except liens for taxes or other liens which are given priority by statute.

(aa) "First Mortgagee" means a Mortgagee with respect to a First Mortgage.

(bb) "Florida Sales Tax Act" has the meaning given to that term in Section 6.05 below.

(cc) "Florida Statutes" means Section 617.301 et seq. of the Florida statutes.

(dd) "Gateway Development" means Gateway/Le Jardin Development L.L.C., a Delaware limited liability company.

(ee) "Gateway Development Property" means the real property described on Exhibit C attached hereto and made a part hereof.

(ff) "Guest" means any family member, employee, agent, independent contractor, lessee, customer, licensee or invitee of an Owner.

(gg) "Insurance Trustee" has the meaning given to that term in Section 11.04 below.

(hh) "Local Sales" has the meaning given to that term in Section 6.05 below.

(ii) "Majority," whether or not capitalized means any percentage greater than 50 percent.

(jj) "Mortgage" means any mortgage, deed of trust or other document pledging any Unit or any interest in a Unit as security for payment of a debt or obligation.

(kk) "Mortgagee" means any Person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under a Mortgage.

(ll) "Neighborhood Association" means the Baytowne Wharf Neighborhood Association, Inc., a Florida nonprofit corporation, and its successors and assigns.

(mm) "Neighborhood Association Assessment" has the meaning given to that term in Section 6.10 below.

(nn) "Neighborhood Association Documents" means this Declaration, the Articles, the Bylaws and the Rules and Regulations, as the same may be amended from time to time.

(oo) "Non-Residential Director" has the meaning given to that term in paragraph 5.02(b) below.

(pp) "Non-Residential Parking Area" means the parking area to be constructed on the Gateway Development Property, which area will be identified as the "Non-Residential Parking Area" on the declaration of condominium for the Gateway Development Property.

(qq) "Non-Residential Unit" means any Unit other than a Residential Unit including a Unit in which:

- (i) a wholesale, retail or service business is operated;
- (ii) an office is operated or an administrative function is conducted;
- (iii) a maintenance or service facility is operated;
- (iv) a conference center is operated; or
- (v) a Resort Support Facility is operated.

Notwithstanding the foregoing, neither Employee Housing Units nor Community Facilities shall be deemed Non-Residential Units.

(rr) "Officer" means a duly elected or appointed officer of the Neighborhood Association.

(ss) "Owner" means the record holder of legal title to the fee simple interest in any Unit or portion thereof, including a Time Share Estate in a Unit and the record holder of legal title to the fee simple interest in the Resort Parcel. If there is more than one record holder of legal title to a Unit or portion thereof, including a Time Share Estate or the Resort Parcel, each record holder shall be an Owner. The term "Owner" includes Declarant to the extent that Declarant is the record holder of legal title to the fee simple interest in any Unit and/or the Resort Parcel.

(tt) "Person" means any natural person, corporation, partnership, limited liability company, association, trust, trustee, governmental or quasi-governmental entity or any other person or entity recognized as being capable of owning real property under the laws of the State of Florida.

(uu) "Property" means:

- (i) the Declarant's Property;
- (ii) the Gateway Development Property;
- (iii) the Stand Alone Development Property; and
- (iv) any other real property that is later made subject to this Declaration.

(vv) "Purchaser" means a Person, other than Declarant or a Successor Declarant, who acquires legal title to the fee simple interest in any Unit or portion thereof, including a Time Share Estate.

(ww) "Real Estate Transfer Assessment" has the meaning given to that term in Section 6.06 below.

(xx) "Real Estate Transfer Assessment Rate" has the meaning given to such term in Section 6.06 below.

(yy) "Residential Director" has the meaning given to that term in paragraph 5.02(a) below.

(zz) "Residential Unit" means any Unit that contains one single-family dwelling unit for which a final certificate of occupancy has been issued by the appropriate governmental authority.

(aaa) "Resort Director" has the meaning given to that term in paragraph 5.02(c) below.

(bbb) "Resort Owner" means the owner and operator of the portion of the facilities operated as a resort in accordance with the Sandestin DRI.

(ccc) "Resort Parcel" means that parcel of real property owned by the Resort Owner, located within the Property that is described on Exhibit G attached hereto and forming a part hereof.

(ddd) "Resort Parcel Assessment" has the meaning given to that term in Section 6.09 below.

(eee) "Resort Support Facility" means any amenity or facility that is located in a Non-Residential Unit or the Resort Parcel, operated by the owner of Sandestin Resort, and required for the operation of a destination resort. "Resort Support Facilities" include, without limitation:

- (i) office and administrative facilities;
- (ii) maintenance and repair facilities;
- (iii) information facilities;
- (iv) operational facilities;
- (v) employee child care facilities; and

(vi) facilities that provide services to Guests of the Sandestin Resort, such as boating or fishing facilities, child care facilities, cultural facilities, recreational facilities, athletic facilities and other entertainment facilities, that meet the criteria described in the preceding sentence.

(fff) "Rules and Regulations" means any instrument adopted by the Neighborhood Association or the Sandestin Architectural Review Board for the regulation and management of Baytowne Wharf Neighborhood, as the same may be amended from time to time.

(ggg) "Sales Assessment" has the meaning given to such term in Section 6.05 below.

(hhh) "Sales Assessment Rate" has the meaning given to that term in Section 6.05(f) below.

(iii)"Sandestin Architectural Review Board" means the Architectural Review Board for Sandestin Resort appointed in accordance with the Sandestin Owners Association Documents.

(jjj)"Sandestin Declaration" means the Sandestin Declaration of Covenants, Conditions and Restrictions recorded in the Walton County Records.

(kkk) "Sandestin DRI" means the Sandestin Resort Development Regional Impact Order approved by the Walton County Board of County Commissioners on October 19, 1976, as may be amended from time to time.

(lll) "Sandestin Owners Association" means the Sandestin Owners Association, Inc., a Florida nonprofit corporation, and its successor and assigns.

(mmm) "Sandestin Owners Association Documents" means the Sandestin Declaration, together with the Articles of Incorporation, Bylaws and Rules and Regulations of the Sandestin Owners Association.

(nnn) "Sandestin Owners Association Property" has the meaning given to that term in Section 7.02 below.

(ooo) "Sandestin Resort" means the four-season destination resort located in Walton County, Florida, as described by the Sandestin DRI.

(ppp) "Service Bay Unit" means the non-residential unit to be constructed on the Gateway Development Property, which non-residential unit will be identified as the "Service Bay Unit" on the declaration of condominium for the Gateway Development Property.

(qqq) "Share of Common Expenses" has the meaning given to that term in Section 6.02 below.

(rrr) "Special Assessment" has the meaning given to that term in Section 6.07 below.

(sss) "Special Declarant Rights" means the rights reserved by Declarant in Article XIV below.

(ttt) "Stand Alone Development Property" means the real property described on Exhibit D attached hereto and made a part hereof.

(uuu) "Successor Declarant" means any Person who succeeds to any rights of Declarant hereunder.

(vvv) "Supplemental Declaration" means additional covenants, conditions and restrictions which may be placed on the Property or any portion thereof by one or more instruments recorded in the Walton County Records prior to the time Declarant transfers or conveys said property to the Neighborhood Association or any third party, which further restrict the use, density or design of the applicable property.

(www) "Time Share Estate" means a timeshare estate pursuant to Section 718.103(24) of the Florida Statutes.

(xxx) "Transfer," when capitalized and used in connection with the Real Estate Transfer Assessment, means any sale, conveyance, assignment, lease or other transfer of legal or beneficial ownership of all or any portion of a Unit, a Time Share Estate in a Unit whether in one transaction or in a series of related transactions. The term "Transfer" includes, without limitation:

(i) the conveyance of any fee simple interest in a Unit, a Time Share Estate in a Unit; or

(ii) the transfer of more than 50 percent of the outstanding shares of the voting stock of a corporation that owns, directly or indirectly, a Unit or a Time Share Estate in a Unit; or

(iii) the transfer of more than 50 percent of the interest in net profits or net losses of any limited liability company, partnership, joint venture or other entity that owns, directly or indirectly, a Unit or a Time Share Estate in a Unit.

(yyy) "Transferee," when capitalized and used in connection with the Real Estate Transfer Assessment means all Persons to whom an interest passes by a Transfer.

(zzz) "Transferor," when capitalized and used in connection with the Real Estate Transfer Assessment means all Persons from whom an interest passes by a Transfer.

(aaaa) "Unit" means (i) a condominium unit pursuant to Section 718.103(26) of the Florida Statutes, or (ii) a platted lot, or (iii) any other area or parcel of real property that Declarant designates as a Unit, that is located within Baytowne Wharf Neighborhood. Notwithstanding the foregoing, any such Unit owned, held or used in its entirety (i) by the Neighborhood Association, the Sandestin Owners Association or the Association for another community located within Baytowne Wharf Neighborhood or (ii) by any governmental or quasi-governmental entity, shall not be considered a Unit for purposes of this Declaration.

(bbbb) "Walton County Records" means the Office of the Clerk of the Circuit Court, Walton County, Florida.

## 2.02 Gender and Number.

Whenever the context of this Declaration so requires:

(a) words used in the masculine gender shall include the feminine and neuter genders;

(b) words used in the neuter gender shall include the masculine and feminine genders;

(c) words used in the singular shall include the plural; and

(d) words used in the plural shall include the singular.

2.03 Definitions that Reference Statutes.

If a capitalized term used in this Declaration is defined as having the meaning given to that term in a particular Florida Statute, the meaning given to that term in this Declaration shall be the meaning given to that term in the particular Florida Statute as of the date of this Declaration, regardless of any later amendments to that particular Florida Statute.

**ARTICLE III.  
THE NEIGHBORHOOD ASSOCIATION**

3.01 Formation of the Neighborhood Association.

Declarant has formed the Neighborhood Association. Copies of the Articles of Incorporation and Bylaws of the Neighborhood Association have been attached as Exhibit E and Exhibit F hereto.

3.02 Purposes and Powers.

(a) The Neighborhood Association's purposes are:

- (i) to acquire, own, lease, sell, transfer, grant easements over, encumber, manage, operate, insure, improve, repair, replace and maintain the Common Property and all other property of the Neighborhood Association;
- (ii) to provide certain facilities and services to Owners, Guests and the general public;
- (iii) to administer and enforce the covenants, conditions, restrictions, reservations and easements created hereby;
- (iv) to levy, collect and enforce the Assessments, charges and liens imposed pursuant hereto;
- (v) to promote Baytowne Wharf Neighborhood as a four-season destination resort community;
- (vi) to maintain and enhance property values within Baytowne Wharf Neighborhood;
- (vii) to take any action it deems necessary or appropriate to protect the Owners, Guests and the general public;
- (viii) to enter into agreements with other Persons, including, without limitation, easements, licenses, leases and other agreements with Associations and other community associations and the Sandestin Owners Association and with governmental and quasi-governmental entities, which provide for the sharing of expenses among the Neighborhood Association and such other Persons, Associations or the Sandestin Owners Association for

improvements, facilities and services that serve the Neighborhood Association and such other Persons;

- (ix) to provide security services;
- (x) to provide lighting and signage facilities and services; and
- (xi) to regulate and manage Baytowne Wharf Neighborhood.

(b) Unless expressly prohibited by law or any of the Neighborhood Association Documents, the Neighborhood Association may:

(i) take any and all actions that it deems necessary or advisable to fulfill its purposes, including, without limitation, the hiring and termination of employees, agents and independent contractors;

(ii) exercise any powers conferred by any Neighborhood Association Document; and

(iii) exercise all powers that may be exercised in Florida by nonprofit corporations including, without limitation, the power to borrow money and to secure any such borrowing with the Common Property and the Neighborhood Association's other assets.

(c) Without in any way limiting the powers of the Neighborhood Association as described in paragraph 3.02(b) above, the Neighborhood Association may, but is not obligated to, provide the following facilities and services to Owners, Guests and the general public:

(i) safety facilities and services, such as traffic control, waste control and disposal and rodent, pest, mosquito and other animal control facilities and services;

(ii) medical facilities and services;

(iii) roads and road maintenance and construction services;

(iv) transportation facilities and service;

(v) parking facilities and services;

(vi) utility facilities and services, such as electric, natural gas, water, sewer, telephone, and cable television facilities and services;

(vii) environmental management facilities and services, including those related to forest management, wildlife management, water management, air quality management, wetland management, flood plain management and environmental remediation and reclamation.

(viii) family facilities and services, including child care centers and teen centers;



(ix) cultural facilities and services, such as an archeological site and learning center, chapel, library, theatres, art, music, community center and special events facilities and services;

(x) athletic facilities and services, such as aquatic, golf, tennis, gym, spa, exercise, hiking, biking, boating, fishing facilities and services;

(xi) other recreational facilities and services, such as nature centers, playgrounds, parks, open spaces, picnic grounds, public fountains and squares and botanical gardens;

(xii) conference and meeting facilities and services;

(xiii) marketing, facilities and services;

(xiv) property management facilities and services, including central billing, reservation, landscaping, snow removal and maintenance facilities and services; and

(xv) information facilities and services.

(d) Without in any way limiting the powers of the Neighborhood Association as described in paragraph 3.02(b) above, the Neighborhood Association may, but is not obligated to, charge use fees for the use of any Common Property and for the use of any facilities or services provided by the Neighborhood Association.

(e) Without in any way limiting the powers of the Neighborhood Association as described in paragraph 3.02(b) above, the Neighborhood Association may, but is not obligated to, make capital improvements to the Common Property.

(f) The Neighborhood Association may provide facilities and services itself or it may contract with private, governmental and quasi-governmental third parties to provide facilities or services.

### 3.03 Neighborhood Association Documents.

(a) This Declaration creates the planned community known as Baytowne Wharf Neighborhood and creates certain covenants, conditions, restrictions, reservations, easements, assessments, charges and liens applicable to Baytowne Wharf Neighborhood. The Articles create the Neighborhood Association. The Bylaws provide for the regulation and management of the Neighborhood Association, and the Rules and Regulations provide for the regulation and management of Baytowne Wharf Neighborhood.

(b) If there is any conflict or inconsistency between the terms and conditions of this Declaration and the terms and conditions of the Articles, the Bylaws or the Rules and Regulations, the terms and conditions of this Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles and the terms and conditions of the Bylaws or the Rules and Regulations, the terms and conditions of the Articles shall control. If there is any conflict or inconsistency between the terms and conditions to the Bylaws and the

terms and conditions of the Rules and Regulations, the terms and conditions of the Bylaws shall control.

3.04 Books and Records.

(a) Upon reasonable prior written request, the Neighborhood Association shall allow Owners, Mortgagees, prospective Purchasers and their respective agents to inspect current copies of the Neighborhood Association Documents and the books, records, budgets and financial statements of the Neighborhood Association during normal business hours and under other reasonable circumstances. The Neighborhood Association may charge a reasonable fee for copying such materials.

(b) The Neighborhood Association shall keep in its principal offices, and shall allow, upon reasonable prior written request, Owners, Mortgagees, prospective Purchasers and their respective agents to inspect, complete legal descriptions of all Common Property within Baytowne Wharf Neighborhood during normal business hours and under other reasonable circumstances. The Neighborhood Association may charge a reasonable fee for copying such materials.

**ARTICLE IV.  
MEMBERSHIP AND VOTING**

4.01 Membership.

Every Owner shall be a member of the Neighborhood Association, and a Person who is not an Owner may not be a member of the Neighborhood Association.

4.02 Voting in General.

(a) The votes in the Neighborhood Association shall be allocated as described in this Section 4.02 and Sections 4.03 through 4.05 below.

(b) There shall be three classes of voting in the Neighborhood Association:

- (i) votes allocated to Residential Units;
- (ii) votes allocated to Non-Residential Units; and
- (iii) votes allocated to the Resort Parcel.

(c) The votes allocated to a Residential Unit, Non-Residential Unit, or Resort Parcel shall be held by the Owner(s) of such Residential Unit, Non-Residential Unit, or Resort Parcel, as the case may be, and may not be separated from the Residential Unit, Non-Residential Unit, or Resort Parcel to which the votes are allocated. The votes allocated to a Residential Unit, Non-Residential Unit, or Resort Parcel may be transferred or encumbered only in connection with the conveyance or encumbrance of the fee simple interest in such Residential Unit, Non-Residential Unit, or Resort Parcel. Any transfer or encumbrance of votes in the Neighborhood

Association, other than as permitted in this paragraph 4.02(c), shall be void and have no force or effect.

(d) Notwithstanding the terms and conditions of paragraph 4.02(c) above, the Owner of a Residential Unit, Non-Residential Unit, or Resort Parcel may appoint an agent to vote the votes allocated to the Owner's Residential Unit, Non-Residential Unit, or Resort Parcel by a duly executed proxy, in such form as the Neighborhood Association may reasonably require, timely delivered to the Neighborhood Association.

(e) Class voting shall be allowed for the election of Residential Directors, Non-Residential Directors and the Resort Director pursuant to Article V below, but for no other purpose.

(f) Cumulative voting shall not be allowed in the election of directors or for any other purposes.

(g) There shall be no votes allocated to that portion of any Unit that is a Community Facility or an Employee Housing Unit.

#### 4.03 Residential Voting.

(a) Each Residential Unit shall be allocated one vote, regardless of the number of Owners of that Residential Unit. Fractional voting shall not be allowed for a vote allocated to a Residential Unit. If the Owners of a Residential Unit cannot agree among themselves as to how to cast their vote on a particular matter, the votes cast by such Owners on such matter shall not be counted. If any Owner of a Residential Unit casts the vote for that Residential Unit, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners of that Residential Unit, unless an Owner of that Residential Unit makes an objection thereto to the Person presiding over the meeting when the vote is cast. If more than one vote is cast for any Residential Unit, none of such votes shall be counted

(b) Notwithstanding the terms and conditions of paragraph 4.03(a) above, if a Residential Unit is owned in Time Share Estates, fractional voting shall be allowed for the vote allocated to that Residential Unit. In that case, the vote allocated to a Residential Unit shall be allocated proportionally among the Time Share Estates. Each Time Share Estate shall be allocated a fraction of the vote, the numerator of which is the number of weeks the Owner is permitted to use the Residential Unit as the Owner of the Time Share Estate, and the denominator of which is the total number of weeks that all Owners of the Time Share Estate in that Residential Unit are permitted to use the Residential Unit.

(c) Except as set forth in paragraph 4.03(d) below, in any election of Residential Directors, the Owner of a Residential Unit shall have a number of votes equal to the number of Residential Directors for which that Owner may vote by virtue of its ownership of that Residential Unit. However, as stated in paragraph 4.02(f) above, cumulative voting is not allowed in the election of Directors or for any other purpose.

(d) If a Residential Unit is owned in Time Share Estates, the Owner of a Time Share Estate shall have, in any election of Residential Directors, a number of votes equal to the product obtained by multiplying:

(i) the fraction of a vote allocated to that Time Share Estate pursuant to paragraph 4.03(b) above; by

(ii) the number of Residential Directors for which the Owner may vote by virtue of its ownership of the Time Share Estate.

#### 4.04 Non-Residential Voting.

(a) Each Non-Residential Unit shall be allocated a number of votes equal to the quotient (rounded to the nearest 1/100th) obtained by dividing:

(i) the Area of that Non-Residential Unit (as determined by the Neighborhood Association in its sole discretion in accordance with the definition of Area in paragraph 2.01(c) above); by

(ii) 500,

regardless of the number of Owners of that Non-Residential Unit.

(b) The Owner of a Non-Residential Unit may appoint one or more of its lessees in that Non-Residential Unit as its agent to vote all or any portion of the votes allocated to that Non-Residential Unit by proxy in accordance with the terms and conditions of paragraph 4.02(d) above. In that regard, fractional voting shall be allowed for the votes allocated to a Non-Residential Unit. Notwithstanding the foregoing, if more votes are cast for a Non-Residential Unit than are allocated to that Non-Residential Unit, none of such votes shall be counted.

(c) In any election of Directors, in which the Owner of a Non-Residential Unit may vote as described in paragraph 4.04(a) above, the Owner of a Non-Residential Unit shall have a number of votes equal to the product obtained by multiplying:

(i) the number of votes allocated to that Non-Residential Unit; by

(ii) the number of Directors for which Owner may vote by virtue of its ownership of that Non-Residential Unit.

#### 4.05 Resort Parcel Voting.

(a) The Resort Owner shall be allocated one vote, regardless of the number of Resort Owners. If the Resort Owners cannot agree among themselves as to how to cast their vote on a particular matter, the vote on that matter shall not be counted. If any Resort Owner casts the vote for the Resort Parcel, it will thereafter be presumed for all purposes that the Resort Owner was acting with the consent and authority of all other Resort Owners, unless a Resort Owner makes an objection thereto to the Person presiding over the meeting when the votes are

cast. If the Resort Owners cast more votes than are allocated to the Resort Parcel, none of such votes shall be counted.

(b) In any election of Directors, the Resort Owner shall have a number of votes equal to the product obtained by multiplying:

- (i) one; by
- (ii) the number of Directors for which the Resort Owner may vote by virtue of its ownership of the Resort Parcel.

## **ARTICLE V. EXECUTIVE BOARD**

### **5.01 Powers of the Executive Board.**

(a) Except as provided in this Declaration, the Articles and the Bylaws, the Executive Board may act on behalf of the Neighborhood Association in all instances.

(b) The Executive Board may not act on behalf of the Neighborhood Association to:

- (i) amend this Declaration;
- (ii) terminate the Neighborhood Association, this Declaration or the community created by this Declaration;
- (iii) elect Directors to the Executive Board, other than to fill a vacancy for the unexpired portion of a Director's term; or
- (iv) determine the qualifications, powers and duties, or terms of office of Directors.

### **5.02 Number of Directors.**

The Executive Board shall consist of the following five Directors:

(a) two Directors elected by and representing Owners of Residential Units (the "Residential Directors");

(b) two Directors elected by and representing the Owners of Non-Residential Units (the "Non-Residential Directors"); and

(c) one Director appointed by and representing the Owner of the Resort Parcel (the "Resort Director").

5.03 Election of Directors.

(a) Subject to the terms and conditions of Sections 5.04 and 5.05 below, each Residential Director will hold office for a term of two years. One of the two initial Residential Directors shall hold office until the first annual meeting after the expiration of the Declarant Control Period and one of the two initial Residential Directors will hold office until the second annual meeting after the expiration of the Declarant Control Period. Thereafter, at each annual meeting, the successor to the Residential Director whose term expires at that meeting shall be elected or appointed to hold office for a term expiring at the annual meeting held at the third year following the year of such Residential Director's election.

(b) Subject to the terms and conditions of Sections 5.04 and 5.05 below, each Non-Residential Director will hold office for a term of two years. One of the two initial Non-Residential Directors shall hold office until the first annual meeting after the Declarant Control Period and one of the two initial Non-Residential Directors will hold office until the second annual meeting after the Declarant Control Period. Thereafter, at each annual meeting, the successor to the Non-Residential Director whose term expires at that meeting shall be elected or appointed to hold office for a term expiring at the annual meeting held at the second year following the year of such Non-Residential Director's election.

(c) Subject to the terms and conditions of Sections 5.04 and 5.05 below, the Owner of the Resort Parcel may appoint, remove and replace the Resort Director at any time by providing prior written notice thereof to the Neighborhood Association.

(d) The procedure for the election, appointment, removal and replacement of Directors is more specifically set forth in the Bylaws, and includes, but is not limited to provisions permitting the election, appointment, removal and replacement of Directors by absentee ballot.

5.04 Declarant Control Period.

(a) Subject to the terms and conditions of paragraphs 5.04(b) and (c) below, but notwithstanding anything else to the contrary contained in this Declaration or in any other Neighborhood Association Document, Declarant shall have the exclusive right to appoint and remove all Officers and Directors during the Declarant Control Period. The term "Declarant Control Period" means the period commencing on the date on which Declarant forms the Neighborhood Association and ending on the date that is the earlier of (i) three months after 90 percent of the Units in all phases of Baytowne Wharf Neighborhood that will ultimately be operated by the Neighborhood Association have been conveyed to Owners, (ii) or 10 years after the date of recording of this Declaration. At the expiration of the Declarant Control Period (i) the Directors shall be elected in the manner set forth in Sections 5.02 and 5.03 above, and (ii) Declarant shall make the deliveries to the Executive Board required pursuant to Section 617.307(3) of the Florida Statutes.

(b) Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one Director to the Executive Board as long as Declarant holds for sale, in the ordinary course of business, at least five percent of the Units in all phases of Baytowne Wharf Neighborhood.

(c) Declarant may voluntarily surrender its right to appoint and remove Officers and Directors prior to the expiration of the Declarant Control Period, but, in that event, Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Neighborhood Association or the Executive Board, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

5.05 Removal of Directors.

(a) Directors appointed by Declarant may be removed, with or without cause, solely by Declarant.

(b) Each Residential Director, other than Residential Directors appointed by Declarant, may be removed, with or without cause, by a 67 percent or greater vote of all votes allocated to the Residential Units that are entitled to vote for that Residential Director and that are represented at a meeting of the Owners of those Residential Units at which a quorum is present.

(c) Each Non-Residential Director, other than Non-Residential Directors appointed by Declarant, may be removed, with or without cause, by a 67 percent or greater vote of all votes allocated to the Non-Residential Units that are entitled to vote for that Non-Residential Director and that are represented at a meeting of the Owners of those Non-Residential Units at which a quorum is present.

(d) The Resort Director, other than the Resort Director appointed by Declarant, may be removed, with or without cause, by the Resort Owner.

(e) Directors may not be removed, except as provided in paragraphs 5.05(a) through (d) above.

5.06 Replacement of Directors.

(a) Vacancies on the Executive Board created by the removal, resignation or death of a Director appointed by Declarant shall be filled by a Director appointed by Declarant.

(b) Except with respect to a Resort Director appointed by Declarant, a vacancy on the Executive Board created by the removal, resignation or death of the Resort Director shall be filled by a Director appointed by the Resort Owner.

(c) Except with respect to a Residential Director or a Non-Residential Director appointed by Declarant, a vacancy on the Executive Board created by the removal, resignation or death of (i) a Residential Director shall be filled by a Director elected by unanimous vote of the Residential Directors then holding office, or (ii), a Non-Residential Director shall be filled by a Director elected by unanimous vote of the Non-Residential Directors then holding office. In the event that any such vacancy is unable to be filled in accordance with the provisions of this paragraph, such vacancy shall remain unfilled for the remainder of the unexpired term of the Director whose removal resignation or death created such vacancy.

(d) Any Director elected or appointed pursuant to this Section 5.06 shall hold office for the remainder of the unexpired term of the Director that Director replaced.

**ARTICLE VI.**  
**ASSESSMENTS, COMMON EXPENSES, BUDGETS AND LIENS**

**6.01 Obligations for Assessments and Other Charges.**

(a) Each Owner, by accepting a deed to a Unit or a Time Share Estate or (whether or not it shall be expressly stated in such deed), shall be deemed to have covenanted and agreed, to pay to the Neighborhood Association all Assessments and other charges that the Neighborhood Association is required or permitted to levy or impose on such Owner or such Owner's Unit or a Time Share Estate pursuant to this Declaration or any other Neighborhood Association Document.

(b) Notwithstanding the definition of the term "Owner":

(i) a Person who acquires a Unit or Time Share Estate in a foreclosure sale shall be personally liable for all Assessments and other charges that the Neighborhood Association is required or permitted to levy or impose on that Unit or Time Share Estate or on the Owner of that Unit or Time Share Estate commencing on the date of the foreclosure sale; and

(ii) a Person who acquires a Unit or Time Share Estate by deed-in-lieu of foreclosure shall be personally liable for all Assessments and other charges that the Neighborhood Association is required or permitted to levy or impose on that Unit or Time Share Estate or on the Owner of that Unit or Time Share Estate commencing on the date on which the Owner of the Unit or Time Share Estate executes the deed-in-lieu of foreclosure.

(c) No Owner shall be exempt from liability for any Assessment or other charges by waiving the use or enjoyment of any Common Element or by abandoning a Unit or Time Share Estate against which such Assessments or other charges are made.

(d) Each Owner shall be personally liable for all Assessments and other charges levied on such Owner or such Owner's Unit or Time Share Estate during the period of such Owner's ownership of the Unit or Time Share Estate. If there is more than one Owner of a Unit or Time Share Estate, each Owner shall be jointly and severally liable with the other Owners of the Unit or Time Share Estate for all Assessments and other charges levied on the Unit or any Owner of the Unit or Time Share Estate.

(e) Each Assessment or other charge, together with interest thereon and all costs and expenses incurred by the Neighborhood Association to collect such Assessment or other charge, including all fees and disbursements of attorneys, accountants, appraisers, receivers and other professionals engaged by the Neighborhood Association in connection therewith, may be recovered by a suit for a money judgment by the Neighborhood Association without foreclosing or waiving any Assessment Lien securing the same.



(f) Except as set forth in paragraph 6.01(g) below, but notwithstanding anything else to the contrary contained in this Declaration, The Neighborhood Association may not levy or collect:

(i) any Annual General Assessment with respect to (A) any Unit that is used exclusively as Employee Housing Units or one or more Community Facilities, or (B) a portion of any Unit that is used as an Employee Housing Unit or a Community Facility;

(ii) any Sales Assessment, Neighborhood Association Assessment or Special Assessment with respect to any Employee Housing Unit or any Community Facility; or

(iii) any Real Estate Transfer Assessment with respect to (A) the Fair Market Value of any Unit that is used exclusively as Employee Housing Units or Community Facilities, or (B) the Fair Market Value of that portion of any Unit that is used as an Employee Housing Unit or Community Facility.

(g) Notwithstanding anything to the contrary contained in paragraph 6.01(f) above, if, after a Transfer, a Transferee ceases to use as an Employee Housing Unit or as a Community Facility a Unit or a portion of a Unit that was used as an Employee Housing Unit or as a Community Facility prior to the Transfer, then the Neighborhood Association may levy and collect, and the Transferee of the Unit shall be liable for:

(i) Annual General Assessments with respect to the Unit or the portion of the Unit that the Transferee no longer uses as an Employee Housing Unit or as a Community Facility, commencing on the date on which the Transferee ceases such use;

(ii) Sales Assessments, Neighborhood Association Assessments and Special Assessments with respect to the Unit or portion of the Unit that the Transferee no longer uses as an Employee Housing Unit or as a Community Facility, commencing on the date on which the Transferee ceases such use; and

(iii) a Real Estate Transfer Assessment with respect to the Fair Market Value of the Unit or the portion of the Unit that the Transferee no longer uses as an Employee Housing Unit or as a Community Facility, which will be due and payable to the Neighborhood Association within five days following the date on which the Transferee ceases such use.

(h) Notwithstanding anything else to the contrary contained in this Declaration, (i) the Neighborhood Association shall be exempt from all Assessments, and (ii) the Owner of the Resort Parcel shall be exempt from Assessments other than the Resort Parcel Assessment.

#### 6.02 Shares of Common Expenses.

(a) Except as otherwise set forth in this Declaration, the Neighborhood Association's Common Expenses shall be allocated among the Units as set forth in this Section 6.02. The Share of Common Expenses ("Share of Common Expenses") allocated to a Unit shall be expressed as a fraction and calculated in accordance with the following formula:

$$\begin{array}{lcl} \text{Share of} & & \text{( Area of the Unit )} \\ \text{Common Expenses} & = & \text{(Total Area of all Units)} \end{array}$$

(b) Until the Neighborhood Association levies an Assessment, Declarant shall pay all Common Expenses.

6.03 Budgets.

(a) Prior to the first levy of an Assessment, and, thereafter, on or before October 1st of each calendar year, the Executive Board shall adopt an annual budget for the Neighborhood Association for the following calendar year that sets forth:

(i) the Executive Board's estimates of Common Expenses for the next calendar year; and

(ii) the amount of funds for such Common Expenses that the Executive Board proposes to raise through all Assessments.

(b) If the Executive Board deems it necessary or advisable to amend an annual budget that has been approved by the Executive Board under paragraph 6.03(a) above, the Executive Board may adopt an amendment to the annual budget.

6.04 Annual General Assessments.

(a) On or about May 1<sup>st</sup> of each year the Neighborhood Association shall levy and collect from each Owner an annual assessment (the "Annual General Assessment") in an amount equal to the product obtained by multiplying:

(b) the amount set forth in the annual budget approved in accordance with Section 6.03 above; by

(i) the Share of Common Expenses attributable to the Unit.

(c) If a portion of any Unit is used as Employee Housing or a Community Facility, the Neighborhood Association shall determine what percentage of the Area of the Unit is attributable to that Employee Housing Unit or that Community Facility. Such determination shall be binding and conclusive absent manifest error.

(d) If a Unit is owned in Time Share Estates, the Neighborhood Association shall allocate the Annual General Assessment payable with respect to such Unit among the Owners of the Time Share Estates on the basis of the duration of such Time Share Estates. Accordingly, each Owner of a Time Share Estate in a Unit shall be responsible for that portion of the Annual General Assessment payable with respect to such Unit equal to the product obtained by multiplying:

- (i) the Annual General Assessment payable with respect to that Unit; by
  - (ii) a fraction, the numerator of which is the number of weeks the Owner is permitted to use the Residential Unit as the Owner of the Time Share Estate, and the denominator of which is the total number of weeks that all Owners of the Time Share Estate in that Residential Unit are permitted to use the Residential Unit.
- (e) Notwithstanding anything to the contrary set forth above, the Neighborhood Association may grant an exemption from the Annual General Assessment for any Unit that is exempt from taxation pursuant to the Florida Statutes, as the same may be amended from time to time, or any comparable statute.
- (f) The Owners shall pay the annual General Assessment in quarterly installments or in such other periodic installments as may be required by the Association.

6.05 Sales Assessments.

- (a) The Neighborhood Association shall regularly levy upon and collect from each Owner an assessment (the "Sales Assessment") on all sales ("Local Sales") that are:
- (i) subject to the Chapter 212 of the Florida Statutes (as amended or replaced from time to time, together with all regulations promulgated thereunder, the "Florida Sales Tax Act"); and
  - (ii) made from any of the Owner's Units or made by businesses operated within or from any of the Owner's Units.
- (b) Each Owner's Sales Assessment shall be determined by multiplying:
- (i) the amount of the Local Sales made from any of the Owner's Units or made by businesses operated within or from any of the Owner's Units; by
  - (ii) the Sales Assessment Rate.
- (c) Notwithstanding anything to the contrary contained in this Section 6.05, the Neighborhood Association may not levy or collect any Sales Assessment with respect to any Local Sales made by an organization that is exempt from Florida state sales tax under the Florida Sales Tax Act.
- (d) Each Owner's Sales Assessment shall be due and payable without notice from the Neighborhood Association each time and at such time as such Owner or such Owner's lessee is required to remit or pay tax to the State of Florida under the Florida Sales Tax Act. Each such Owner shall also deliver to the Neighborhood Association without notice true and complete copies of all written reports, returns, statements, records and declarations, including any supplements or amendments thereto (all of which are referred to herein as "reports") made or provided to the State of Florida by such Owner or such Owner's lessees in connection with any Local Sales at such time as such reports are required to be made to the State of Florida. To the extent that an Owner leases Non-Residential Unit to a lessee, the Owner shall cause the lease

between the Owner and its lessee to provide that the lessee must deliver its reports to the Owner and to the Neighborhood Association and that the Neighborhood Association may inspect and audit the lessees' books and records. If any subsequent adjustments, additions or modifications are made to any tax remitted or paid or report made by any Owner or its lessees to the State of Florida under the Florida Sales Tax Act, such Owner shall within thirty days thereafter so notify the Neighborhood Association and provide it with true and complete copies of all reports or other written material issued or received by such Owner or its lessees in regard thereto. If any adjustment increases the amount of tax that an Owner or one of its lessees is required to remit or pay to the State of Florida under the Florida Sales Tax Act or results in a refund, such Owner shall pay an appropriate additional Sales Assessment or receive an appropriate refund from the Neighborhood Association of any excess Sales Assessments previously paid.

(e) Notwithstanding anything to the contrary contained in this Section 6.05, if:

(i) the Florida Sales Tax Act is amended; or

(ii) any court of competent jurisdiction renders a judgment or ruling that affects the Florida Sales Tax Act, in a manner that decreases the amounts that the Neighborhood Association can collect through the Sales Assessment under paragraph 6.05(a) above, then, the Neighborhood Association may levy and collect the Sales Assessment without regard to such amendment, judgment or ruling, and may adopt such Rules and Regulations with respect thereto as the Executive Board deems necessary or appropriate, including, without limitation Rules and Regulations that provide reporting requirements, inspection rights and audit rights.

(f) The "Sales Assessment Rate" shall be 1 percent, unless and until the Executive Board adopts a different rate.

#### 6.06 Real Estate Transfer Assessments.

(a) Subject to the terms and conditions of paragraph 6.06(c) below, upon the occurrence of any Transfer of any Unit or Time Share Estate, the Transferee shall pay to the Neighborhood Association an assessment (a "Real Estate Transfer Assessment") in an amount equal to the product obtained by multiplying:

(i) the Fair Market Value of the Unit or Time Share Estate transferred; by

(ii) the Real Estate Transfer Assessment Rate.

(b) Each Person included within the term "Transferee" shall have joint and several liability for the Real Estate Transfer Assessment owed by the Transferee.

(c) Notwithstanding anything to the contrary contained in this Section 6.06, the Neighborhood Association shall not levy or collect a Real Estate Transfer Assessment for any of the Transfers described below, unless the Transfer was made for the purpose of avoiding the Real Estate Transfer Assessment.

(i) Any Transfer to (A) the United States or any agency or instrumentality thereof, or (B) the State of Florida or any county, city and county, municipality, district or other political subdivision of the State of Florida.

(ii) Any Transfer to the Neighborhood Association or its successors.

(iii) Any Transfer, whether outright or in trust, that is for the benefit of the Transferor or the Transferor's relatives, but only if the Consideration for the Transfer is no greater than 10 percent of the Fair Market Value of the Unit, Time Share Estate, or portion thereof transferred. For the purposes of this exclusion, (A) the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants, and (B) stepchildren and adopted children shall be considered lineal descendants. A distribution from a trust shall be treated as a Transfer made by the grantors of the trust to the beneficiaries of the trust.

(iv) Any Transfer arising solely from the termination of a joint tenancy of a Unit or Time Share Estate or the partition of a Unit or Time Share Estate held under common ownership, except to the extent that additional Consideration is given in connection therewith.

(v) Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution, except for a sale of a Unit or Time Share Estate by the estate of an Owner.

(vi) Any Transfer made by (A) a subsidiary to a parent corporation that owns more than 50 percent of the outstanding stock of the subsidiary, or (B) by a parent corporation to a subsidiary in which the parent corporation owns more than 50 percent of the outstanding stock, on the condition that there is no Consideration for the Transfer, other than the issuance, cancellation or surrender of the subsidiary's stock.

(vii) Any Transfer made by (A) a partner, joint venturer or member to a partnership, joint venture or limited liability company in which the partner, joint venturer or member has not less than a 50 percent interest, or (B) by a partnership, joint venture or limited liability company to a partner, joint-venturer or member holding not less than a 50 percent interest in the partnership, joint venture or limited liability company, on the condition that there is no Consideration for the Transfer, other than the issuance, cancellation or surrender of equity interests in the partnership, joint venture or limited liability company.

(viii) Any Transfer made by a corporation to its shareholders in connection with the liquidation of the corporation or other distribution or dividend in kind to its shareholders, on the condition that the Unit, Time Share Estate or portion thereof is transferred generally pro rata to its shareholders and no Consideration is paid for the Transfer, other than the cancellation of such corporation's stock.

(ix) Any Transfer made by a partnership, joint venture or limited liability company to its partners, joint venturers, or members in connection with the liquidation of the partnership, joint venture or limited liability company or other distribution of property to the partners, joint venturers or members, on the condition that the Unit, Time Share Estate or portion thereof is transferred generally prorata to its partners, joint venturers or members and no

Consideration is paid for the Transfer, other than the cancellation of the partners' joint venturers' or members' interests in the partnership, joint venture or limited liability company.

(x) Any Transfer made by a Person owning a Unit, Time Share Estate or portion thereof to a corporation, partnership, joint venture, limited liability company or other entity, on the conditions that (A) the corporation, partnership, joint venture, limited liability company or other entity is owned in its entirety by the Person transferring the Unit, Time Share Estate or portion thereof, (B) such Person has the same relative interest in the Transferee as they had in the Unit, Time Share Estate or portion thereof immediately prior to such Transfer, and (C) no Consideration is paid for the Transfer, other than the issuance of each such Person's respective stock or other ownership interests in the Transferee.

(xi) Any Transfer made by any Person to any other Person, whether in a single Transfer or a series of transactions where the Transferor and the Transferee are and remain under common ownership and control as determined by the Executive Board, on the condition that no such Transfer or series of transactions shall be exempt, unless the Executive Board finds that such Transfer or series of transactions (A) is for no Consideration, other than the issuance, cancellation or surrender of stock or other ownership interest in the Transferor or the Transferee, as appropriate, (B) is not inconsistent with the intent and meaning of this paragraph 6.06(c), and (C) is for a valid business purpose and is not for the purposes of avoiding the obligation to pay the Real Estate Transfer Assessment.

(xii) Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses, and any exchange of Units or Time Share Estate between Declarant and any original Purchaser from Declarant of the one or more Units or Time Share Estate being Transferred to Declarant in such exchange. *To the extent that Consideration in addition to previously purchased Units or Time Share Estate is paid to Declarant in such an exchange, the additional Consideration shall be subject to the Real Estate Transfer Assessment. To the extent that Declarant, in acquiring by exchange Units or Time Share Estate previously purchased from Declarant, pays Consideration in addition to transferring Units or Time Share Estate, the original Purchaser shall be entitled to a refund from the Neighborhood Association in an amount equal to the product obtained by multiplying (A) the amount of the additional Consideration, by (B) the Real Estate Transfer Assessment Rate that was in effect as of the date of the original Transfer.*

(xiii) Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding, but only where such decree or order would otherwise have the effect of causing the occurrence of a second Transfer subject to the Real Estate Transfer Assessment in a series of transactions which includes only one effective Transfer of the right to use or enjoy a Unit or Time Share Estate.

(xiv) Any lease of any Unit or portion thereof (or assignment or transfer of any interest in any such lease) for a period of less than thirty years.

(xv) Any Transfer solely of minerals or interests in minerals.

(xvi) Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation.

(xvii) Any Transfer in connection with (A) the foreclosure of a deed of trust or mortgage, or (B) a deed given in lieu of foreclosure.

(xviii) The Transfer of a Unit or Time Share Estate or portion thereof to a qualified intermediary in connection with a tax deferred exchange of real property under Section 1031 of the Internal Revenue Code, on the condition that the Transferee of the qualified intermediary pays the Real Estate Transfer Assessment.

(xix) Any Transfer made by a corporation or other entity, for Consideration, (A) to any other corporation or entity which owns, directly or indirectly, 100 percent of the Transferor's equity securities, or (B) to a corporation or entity whose equity securities are owned, directly or indirectly, 100 percent by the corporation or entity that owns 100 percent of the Transferor's equity securities.

(xx) Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where Consideration is paid for, or in connection with, such Transfer, on the condition that, unless such Transfer is otherwise exempt, such exemption shall apply only to the extent of the direct or indirect beneficial interest of the Transferee in the Transferor immediately prior to the Transfer. For example, if corporation A owns 60 percent of corporation B, and corporation B owns 100 percent of corporation C and corporation C conveys a Unit to corporation A for \$2 million, 60% of the Real Estate Transfer Assessment would be exempt and a Real Estate Transfer Assessment would be payable only on \$800,000 (i.e., 40 percent of the \$2 million Consideration).

(d) For purposes of subparagraph 6.06(c) above, a Transfer shall be deemed to be without Consideration only if:

(i) the only Consideration is a book entry made in connection with an intercompany transaction in accordance with generally accepted accounting principles, or no Person which does not own a direct or indirect equity interest in the Unit or Time Share Estate immediately prior to the Transfer becomes the owner of a direct or indirect equity interest in the Unit or Time Share Estate (an "Equity Owner") by virtue of the Transfer; and

(ii) the aggregate interest immediately prior to the Transfer of all Equity Owners whose equity interest is increased on account of the Transfer does not increase by more than 20 percent (out of the total 100 percent equity interest in the Unit or Time Share Estate); and

(iii) no Person is entitled to receive directly or indirectly any other Consideration in connection with the Transfer.

In connection with considering any requests for an exemption under paragraph 6.06(c) above, the Executive Board may require the applicant to submit true and correct copies of all relevant documents relating to the Transfer and an opinion of the applicant's counsel, in form and substance satisfactory to the Executive Board, (A) setting forth all relevant facts regarding the

Transfer, (B) stating that in their opinion the Transfer is exempt under paragraph 6.06(c) above, and (C) setting forth the basis for such opinion.

(e) The Real Estate Transfer Assessment shall be due and payable by the Transferee to the Neighborhood Association at the time of the Transfer giving rise to such Real Estate Transfer Assessment. With such payment the Transferee shall make a written report to the Neighborhood Association on forms prescribed by the Neighborhood Association, fully describing the Transfer and setting forth the true, complete and actual Consideration for the Transfer, the names of the parties thereto, the legal description of the Unit or Time Share Estate transferred, and such other information as the Neighborhood Association may reasonably require.

(f) If the Neighborhood Association believes that a Transferee has underpaid a Real Estate Transfer Assessment, the Neighborhood Association may so notify the Transferee and collect the amount of the deficiency from the Transferee.

(i) Any such notice shall set forth in reasonable detail (A) the amount of the Real Estate Transfer Assessment that the Neighborhood Association believes was payable for the Transfer, (B) the method by which the Neighborhood Association calculated that amount, and (C) the amount of the deficiency that the Transferee must pay to the Neighborhood Association.

(ii) A Transferee may object to any such notice from the Neighborhood Association by delivering written notice thereof to the Neighborhood Association within fifteen days after the date on which the Neighborhood Association delivers a notice under subparagraph 6.06(f)(i) above. If a Transferee fails to deliver a written notice of objection within such fifteen-day period, the Transferee shall be deemed to have waived its right to object and the Neighborhood Association's determination of the amount of the Real Estate Transfer Assessment shall be binding on the Transferee.

(iii) If a Transferee delivers a written notice of objection within the fifteen-day period described in subparagraph 6.06(f)(ii) above, the Neighborhood Association shall obtain an appraisal of the Unit or Time Share Estate from a real estate appraiser selected by the Neighborhood Association who is familiar with Walton County property values. The appraisal so obtained shall be binding on both the Neighborhood Association and the Transferee.

(iv) If it is determined that a Transferee has underpaid a Real Estate Transfer Assessment, the Transferee shall pay the amount of the deficiency and the costs incurred by the Neighborhood Association to obtain the appraisal, if any, to the Neighborhood Association within thirty days after the Neighborhood Association delivers written notice of that determination to the Transferee.

(g) If any portion of any Unit is used as an Employee Housing Unit or a Community Facility, the Neighborhood Association shall determine what percentage of the Fair Market Value of the Unit is attributable to the Employee Housing Unit or Community Facility. Such determination shall be binding and conclusive absent manifest error.



(h) The "Real Estate Transfer Assessment Rate" shall be 1.0 percent, unless and until the Executive Board adopts a different rate. In no event shall the Real Estate Transfer Assessment Rate exceed 3 percent.

6.07 Special Assessments.

(a) The Assessments that the Neighborhood Association may levy and collect pursuant to this Section 6.07 are referred to in this Declaration as "Special Assessments."

(b) If, at any time, the Executive Board believes that the Common Expenses for a calendar year will exceed the revenues of the Neighborhood Association for that calendar year, then the Executive Board may cause the Neighborhood Association to levy and collect a Special Assessment in an amount equal to the amount of such excess.

(c) If the Neighborhood Association levies a Special Assessment, the Owners of each Unit (or each Time Share Estate in a Unit) shall pay to the Neighborhood Association, when and in such installments as the Executive Board deems necessary or appropriate, an amount equal to the product obtained by multiplying:

- (i) the amount of the Special Assessment, by
- (ii) the Share of Common Expenses attributable to the Unit.

6.08 Default Assessments.

(a) Notwithstanding anything to the contrary contained herein, if any Common Expense is caused by:

- (i) the negligence or misconduct of an Owner or such Owner's Guest; or
- (ii) a violation of any covenant or condition of a Neighborhood Association Document by an Owner or such Owner's Guest, the Neighborhood Association may levy an Assessment against such Owner's Unit(s) or Time Share Estate.

Any such Assessment levied by the Neighborhood Association and each fine, penalty, fee or other charge imposed upon an Owner for the violation of any covenant or condition of any Neighborhood Association Document by an Owner or such Owner's Guest are each referred to herein as a "Default Assessment."

(b) Default Assessments need not be shown on an annual budget, or on an amendment to an annual budget, approved by the Executive Board in accordance with Section 6.03 above.

(c) With respect to any Default Assessment, or portion thereof, levied other than as a late charge, the Owner of the Unit or Time Share Estate against which the Neighborhood Association seeks to levy the Default Assessment shall be provided notice and an opportunity to be heard. Owners of Units or Time Share Estates against which Default Assessments have been levied shall pay such Default Assessments when required by the Neighborhood Association.

6.09 Resort Parcel Assessment.

(a) On or about May 1 of each year, The Neighborhood Association shall levy and collect from the Owner of the Resort Parcel an annual assessment (the "Resort Parcel Assessment") in an amount equal to \$400.00. Notwithstanding anything set forth in this Declaration to the contrary, the Resort Parcel Assessment shall not be increased without the prior written consent of the Owner of the Resort Parcel.

(b) The Resort Parcel Assessment shall be due and payable by the Owner of the Resort Parcel without notice from the Neighborhood Association. Any amounts not paid by June 30 of each year shall bear interest at the highest rate then permitted by law, until paid.

6.10 Neighborhood Association Assessments.

(a) In addition to the other Assessments described in this Article VI, the Neighborhood Association may levy and collect from Owners of any and all Units, including without limitation, condominium units, platted lots and/or any other area or parcel of real property that Declarant designates as a Unit, from time to time one or more assessments for any lawful purpose (each, a "Neighborhood Association Assessment"), on the condition that each Neighborhood Association Assessment is approved by the affirmative vote of a majority of all votes in the Neighborhood Association which represent Owners of Units against which any such Neighborhood Association Assessment will be levied; provided however that if a proposed Neighborhood Association Assessment affects only the Owners of a particular type of Unit, then such proposed Neighborhood Association Assessment shall only become effective when approved by the affirmative vote of a majority of the votes in the Neighborhood Association of that particular type of Unit.

(b) If the Neighborhood Association levies a Neighborhood Association Assessment, the Owners of each Unit (or each Time Share Estate in a Unit) all pay to the Neighborhood Association, when and in such installments as the Executive Board deems necessary or appropriate, an amount equal to the product obtained by multiplying:

- (i) the amount of the Neighborhood Association Assessment, by
- (ii) the Share of Common Expenses attributable to the Unit.

6.11 Assignment of Assessments.

The Neighborhood Association shall have an unrestricted right to assign its right to receive Assessments and other future income, either as security for obligations of the Neighborhood Association or otherwise.

6.12 Assessment Lien.

(a) The Neighborhood Association shall have a lien on each Unit or Time Share Estate for any Assessment levied against that Unit or Time Share Estate and any fines, late charges, penalties, interest, attorneys' fees, disbursements and costs of collection imposed against its Owner under any Neighborhood Association Document. The Assessment Lien shall secure

all of the foregoing obligations of an Owner from the time such obligations become due. If an Assessment is payable in installments, the Assessment Lien secures each installment from the time it becomes due, including the due date set by any valid Neighborhood Association acceleration of installment obligations.

(b) An Assessment Lien is prior to all other liens and encumbrances on a Unit or Time Share Estate except:

(i) liens and encumbrances recorded prior to the recordation of this Declaration;

(ii) a First Mortgage which was recorded before the date on which the Assessment sought to be enforced became delinquent; and

(iii) liens for real estate taxes and other governmental assessments or charges against the Unit or Time Share Estate.

(c) The recording of this Declaration constitutes record notice and perfection of an Assessment Lien on each Unit or Time Share Estate. No further recordation of any claim of any Assessment Lien is required.

(d) An Assessment Lien is extinguished unless proceedings to enforce the Assessment Lien are instituted within six years after the full amount of the Assessment secured thereby becomes due.

(e) This Section 6.12 does not prohibit:

(i) actions or suits to recover sums secured by an Assessment Lien; or

(ii) the Neighborhood Association from taking a deed in lieu of foreclosure.

(f) In any action by the Neighborhood Association to collect Assessments or to foreclose an Assessment Lien for unpaid Assessments, the court may appoint a receiver of the Owner to collect all sums alleged to be due from the Owner prior to or during the pendency of the action. A court may order the receiver to pay any sums held by the receiver to the Neighborhood Association during the pendency of the action to the extent of the Neighborhood Association's Assessments.

(g) An Assessment Lien may be foreclosed in like manner as a mortgage on real estate.

#### 6.13 Estoppel Certificates; Notices to Mortgagees.

(a) The Neighborhood Association shall furnish to an Owner or its designee or to a Mortgagee or its designee, upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Neighborhood Association registered agent, a statement setting forth the amount of unpaid Assessments currently levied against such

Owner's Unit or Time Share Estate. The statement shall be furnished within fourteen calendar days after the Neighborhood Association's receipt of the request and shall be binding on the Neighborhood Association, the Executive Board and every Owner. If no statement is furnished to the Owner, the Mortgagee or their designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, then the Neighborhood Association shall have no right to assert an Assessment Lien upon the Unit or Time Share Estate for unpaid Assessments which were due as of the date of the request.

(b) The Neighborhood Association shall report to any First Mortgagee any unpaid Assessments remaining unpaid for more than ninety days after the same shall have become due, if such First Mortgagee first shall have delivered to the Neighborhood Association a written request for notice of unpaid Assessments. Any First Mortgagee holding a lien on a Unit or Time Share Estate may pay any unpaid Assessment with respect to such Unit or Time Share Estate, together with any and all costs and expenses incurred with respect to the Assessment Lien securing such unpaid Assessment, and upon such payment, such First Mortgagee shall have a lien on the Unit or Time Share Estate for the amounts paid with the same priority as a lien of the First Mortgage held by such First Mortgagee.

6.14 Administration of Assessments.

(a) The Neighborhood Association shall have the right to inspect and copy all records of any Owner that are related to the Owner's obligation to pay any Assessment or to deliver any information to the Neighborhood Association under this Article VI.

(b) The Neighborhood Association may adopt any Rules and Regulations that the Executive Board deems necessary or appropriate with respect to the administration of the Assessments, including, without limitation, Rules and Regulations that:

(i) *require Owners to report information regarding Assessments to the Neighborhood Association, including, information that an Owner must obtain from the Owner's tenants; and*

(ii) *relate to the Neighborhood Association's right to inspect and copy all records of any Owner that are related to the Owner's obligation to pay any Assessment or to deliver any information to the Neighborhood Association under this Article VI.*

(c) The Executive Board shall resolve any dispute or question regarding the imposition, application, determination, administration, payment or collection of any Assessment. Any decision made in that regard shall be final and binding on the Neighborhood Association and the Owners.

**ARTICLE VII.**  
**MAINTENANCE OF COMMON PROPERTY AND UNITS**

7.01 Maintenance of Common Property.

Except as otherwise provided in this Declaration, the Neighborhood Association, or its duly designated agent, shall maintain all Common Property and the improvements and

landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Property as it deems necessary or appropriate. In this regard the Neighborhood Association may:

- (a) construct, modify, add to, remove, replace, repair or renovate any improvements that are located on, or constitute a part of, any Common Property;
- (b) plant and replace trees, shrubs and other vegetation on any Common Property (the Neighborhood Association will not and cannot guarantee that any such vegetation will survive or be replaced);
- (c) place, maintain and replace signs upon any Common Property;
- (d) adopt and enforce Rules and Regulations regulating the use of Common Property;
- (e) impose and collect fees for the use of any Common Property; and
- (f) take any other actions that the Neighborhood Association deems necessary or appropriate to protect, maintain, operate, manage or regulate the use of Common Property.

7.02 Maintenance of Units.

- (a) Each Owner shall, at such Owner's sole cost and expense, maintain such Owner's Unit and the improvements and landscaping located thereon, or constituting a part thereof, in good order and repair.
- (b) The Association for each community located within Baytowne Wharf Neighborhood shall, at such Association's sole cost and expense, maintain such Association's common elements.
- (c) The Sandestin Owners Association shall, at its sole cost and expense, maintain all property located within the Baytowne Wharf Neighborhood, that is (i) owned by the Sandestin Owners Association, or (ii) owned by a Person other than the Sandestin Owners Association, but in which the Sandestin Owners Association has rights of use or possession pursuant to a lease, license, easement or other agreements (collectively, the "Sandestin Owners Association Property").
- (d) If, in the reasonable judgment of the Neighborhood Association, (i) an Owner fails to maintain its Unit or the improvements or landscaping located thereon, or (ii) an Association fails to maintain its common elements, or (iii) the Sandestin Owners Association fails to maintain the Sandestin Owners Association Property, in good order and repair, and such failure remains uncured for more than thirty days after the Neighborhood Association's delivery of written notice thereof to such Owner, Association or Sandestin Owners Association, the Neighborhood Association may enter upon such Unit, common elements or Sandestin Owners Association Property and perform such maintenance or repair as the Neighborhood Association deems necessary or appropriate and charge all costs and expenses incurred by the Neighborhood

Association in connection therewith to such Owner, Association's members, or Sandestin Owners Association, as a Default Assessment.

(e) The Neighborhood Association may, without notice, make emergency repairs to and maintain any Unit or improvement located thereon, or any Association's common elements, or any Sandestin Owners Association Property as may, in its judgment, be necessary for the safety of any Person or to prevent damage to any other property. The cost of such maintenance and repair shall be charged to the Owner of the Unit or such Association's members, or the Sandestin Owners Association as a Default Assessment.

## **ARTICLE VIII. DESIGN REVIEW**

### **8.01 Sandestin Architectural Review Board.**

Except as otherwise exempted under Article VII, Section 1 of the Sandestin Declaration (which provides that Article VII, Section 1 does not apply to any property of the "Declarant" (as that term is defined by the Sandestin Declaration)) developed in accordance with the Master Plan (as that term is defined by the Sandestin Declaration), no Person may:

- (a) perform any earth movement, vegetation removal, paving or drainage modification;
  - (b) construct any building, structure or other improvement;
  - (c) make any physical or cosmetic alteration or modification to existing buildings, structures or improvements;
  - (d) install or alter on any building, structure or other improvement any exterior signage or any interior signage that is visible from outside the building, structure or improvement;
  - (e) install or alter any landscaping or exterior furniture, fixtures, equipment or art;
- or
- (f) change the exterior appearance of any land or any building, structure or improvement located thereon,

within Baytowne Wharf Neighborhood, without the prior written consent of the Sandestin Architectural Review Board.

### **8.02 Neighborhood Association Signage Review.**

No Person may install or alter on any building, structure, or other improvement any exterior signage or any interior signage that is visible from outside the building, structure or improvement within Baytown Wharf Neighborhood, without the prior written consent of the Board of Directors of the Neighborhood Association or any signage review committee appointed by the Board of Directors of the Neighborhood Association.

8.03 Inconsistencies.

In the event of an inconsistency between the determination of the Sandestin Architectural Review Board and the Neighborhood Association with respect to signage, the determination of the Neighborhood Association shall prevail so long as the applicable signage is not visible from outside of the Property. If the signage is visible from outside of the Property, then the determination of the Sandestin Architectural Review Board shall prevail.

**ARTICLE IX.**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

9.01 Applicability of Covenants, Conditions and Restrictions.

Except as otherwise provided herein, the covenants, conditions and restrictions set forth in this Article IX shall apply to all of the Property.

9.02 Neighborhood Association Documents.

Except as otherwise provided herein, each Owner and the Association for each community within Baytowne Wharf Neighborhood shall comply with all covenants, conditions and restrictions set forth in any Supplemental Declarations for Baytowne Wharf Neighborhood and all provisions of the Neighborhood Association Documents that apply to such Owner, such Owner's Units, such Association or such Association's common elements. Each Owner and the Association for each community within Baytowne Wharf Neighborhood shall require that its Guests comply with all provisions of any Supplemental Declarations and the Neighborhood Association Documents.

9.03 Sandestin Owners Association Documents.

Each Owner shall comply with, and shall require its Guests to comply with, all provisions of the Sandestin Owners Association Documents, that apply to such Owner or such Owner's Unit.

9.04 Construction and Alterations.

(a) Pursuant to the provisions of Section 8.01, no Person shall perform any construction, alterations, installations or other work within Baytowne Wharf Neighborhood, except in accordance with this Declaration and the applicable Rules and Regulations of the Sandestin Architectural Review Board.

(b) No Person shall construct or allow the existence of any temporary structures of any sort, including, without limitation, sheds, shacks, tents or trailers, except in connection with normal construction activities, and then only in accordance with this Declaration and the applicable Rules and Regulations of the Sandestin Architectural Review Board.

(c) Notwithstanding anything to the contrary in this Declaration, each Owner of a Non-Residential Unit shall be permitted, subject to the Rules and Regulations of the Sandestin

Architectural Review Board, to make non-structural alterations and modifications to the building facades of such Owner's Non-Residential Unit without the approval or consent of the Neighborhood Association.

9.05 Nuisances, Hazardous Activities and Unsightliness.

(a) Subject to the provisions set forth below in paragraph 9.05(e), no Person shall conduct any activity in Baytowne Wharf Neighborhood which creates a nuisance.

(b) No Person shall conduct any activity in Baytowne Wharf Neighborhood which is or might be hazardous to any Person or property. Without limiting the generality of the foregoing:

(i) no open fires shall be allowed to exist, unless contained in a customary barbecue grill or other structure approved by the Sandestin Architectural Review Board; and

(ii) no hunting may be conducted.

(c) No unsightliness shall be permitted in Baytowne Wharf Neighborhood. Without limiting the generality of the foregoing:

(i) all exterior mechanical equipment lines, wires, pipes and other facilities shall either be buried or enclosed within a structure approved by the Sandestin Architectural Review Board; and

(ii) all garbage shall be kept in covered containers and any such container shall be kept within an enclosed structure approved by the Sandestin Architectural Review Board.

(d) The Neighborhood Association shall have the power to grant variances from the terms and conditions of this Section 9.05 from time to time as it deems necessary. Normal construction activities and normal commercial activities shall not be considered to violate the terms and conditions of this Section 9.05.

(e) Notwithstanding anything to the contrary contained in this Declaration or in any other Neighborhood Association Document, retail stores, restaurants, bars, nightclubs, theatres and other recreational and entertainment facilities may be open for business with the general public during the hours of 5:00 a.m. through 2:00 a.m. Each Owner and the association of each project within Baytowne Wharf Neighborhood (i) acknowledges that Baytowne Wharf Neighborhood is a high density pedestrian community with both residential and commercial uses, which commercial uses are expected to generate an unpredictable amount of noise, odors and other nuisances and (ii) waives any and all rights or causes of action against Declarant, the Association and the Owners of Non-Residential Units caused by, arising out of or related to any such uses, noises, odors or other nuisances.



9.06 Signs.

(a) No signs whatsoever shall be erected or maintained in Baytowne Wharf Neighborhood, except:

(i) signs required by legal proceedings and

(ii) such other signs that both (A) comply with any sign code adopted by the Sandestin Architectural Review Board and the Neighborhood Association, and (B) are approved in advance and in writing by the Sandestin Architectural Review Board and the Neighborhood Association in accordance with Article VIII of this Declaration. Any and all signs permitted or approved by the Sandestin Architectural Review Board and the Neighborhood Association, and erected or maintained on the Property must be erected or maintained in accordance with any applicable declaration of covenants for any project within the Property.

(b) Without limiting the generality of the foregoing, no "For Sale," "For Rent", "Open", "Open House" or similar signs shall be displayed on the exterior or interior of any Unit.

9.07 Compliance With Laws.

Nothing shall be done or kept within Baytowne Wharf Neighborhood in violation of any law, ordinance, rule or regulation of any governmental or quasi-governmental authority.

9.08 Compliance With Insurance.

Except as may be approved in writing by the Neighborhood Association, nothing shall be done or kept within Baytowne Wharf Neighborhood which may result in an increase in the rates of any insurance, or the cancellation of any insurance, maintained by the Neighborhood Association.

9.09 Restriction on Subdivision and Rezoning.

(a) Except as may be permitted under a declaration for a community located within Baytowne Wharf Neighborhood that Declarant records in the Walton County Records, no portion of the Property shall be subdivided without the prior written consent of the Neighborhood Association, which consent must be evidenced on a subdivision plat or other instrument creating the subdivision.

(b) No further covenants, conditions or restrictions shall be recorded by any Owner or other Person against any portion of the Property without the Neighborhood Association's prior written consent, and any covenants, conditions or restrictions recorded without such consent evidenced thereon shall be null and void.

(c) Except as may be permitted under a declaration for a community located within Baytowne Wharf Neighborhood that Declarant records in the Walton County Records, no application for rezoning of any portion of the Property, and no applications for variances or use permits, shall be filed with any governmental authority, unless the proposed use of that portion

of the Property has been approved by the Neighborhood Association and the proposed use otherwise complies with this Declaration and all other Neighborhood Association Documents.

(d) The covenants, conditions and restrictions set forth in paragraphs 9.09(a) through (c) above shall not apply to Declarant's development, use or operation of the Property or any other property owned by Declarant.

9.10 Common Interest Ownership.

(a) Prior to the recording in the Walton County Records of an instrument submitting any portion of the Property to common interest ownership, the Owner of such property shall submit to the Neighborhood Association for its review and approval, copies of the proposed declaration, articles of incorporation and bylaws of the owners' association. Within thirty days after the submittal of such documents to the Neighborhood Association, the Neighborhood Association shall approve or disapprove the documents by written notice to such Owner. If such documents are disapproved by the Neighborhood Association, the Neighborhood Association shall set forth the reasons for such disapproval. If notice of approval or disapproval is not given by the Neighborhood Association on or before such thirty-day period, such documents shall be deemed to be approved.

(b) The covenants, conditions and restrictions set forth in paragraph 9.10(a) above shall not apply to Declarant's development of the Property or any other property owned by Declarant.

9.11 Mineral Exploration.

No portion of the Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

9.12 Wells, Water and Sewage.

No water wells shall be permitted on any portion of the Property, without the prior written approval of the Neighborhood Association. All buildings, structures and improvements designed for residential, commercial or lodging purposes shall be connected to such water and sewer services as the Neighborhood Association may require.

9.13 Vehicles and Equipment.

No automobile, truck, pickup, camper, motorbike, motorcycle, trailbike, trailer, mobile home, tractor, golf cart, jet ski, boat or any other vehicle of any type shall be parked or operated within Baytowne Wharf Neighborhood, except in accordance with the all Rules and Regulations adopted by the Neighborhood Association with respect thereto.

9.14 Trash, Garbage and Other Waste Materials.

All trash, garbage and other waste materials shall be kept in sanitary containers enclosed and screened from public view and protected from disturbance in such places and

manners as may be approved by the Neighborhood Association. Owners shall not, and shall ensure that their Guests do not, litter in Baytowne Wharf Neighborhood. No burning of trash, garbage or waste materials shall be permitted within Baytowne Wharf Neighborhood. Notwithstanding the foregoing, the removal of all trash, garbage and other waste materials from each Unit shall comply with the terms and conditions set forth in the Association Documents.

9.15 Deliveries.

All deliveries made within Baytowne Wharf Neighborhood shall be made in accordance with all Rules and Regulations adopted by the Neighborhood Association with respect thereto.

9.16 Trademarks.

The terms "Sandestin, "Baytowne Wharf Neighborhood," "Baytowne Wharf," and "The Village of Baytowne Wharf" are service marks and trademarks of Declarant. No Owner shall use any trademarks, names, service marks, copyrights or other intellectual property of Declarant without prior written permission of Declarant.

9.17 Pets.

Pets may be kept within Baytowne Wharf Neighborhood as may be approved from time to time by the Executive Board.

9.18 Declarant's Exemption.

Nothing contained in this Declaration or any other Neighborhood Association Document shall be construed to prevent or limit:

(a) Declarant's exercise or enjoyment of any Declarant Right; or

(b) the conduct by Declarant or its employees or agents of any activity, including, without limitation, the erection or maintenance of temporary structures, trailers, improvements or signs, necessary or convenient to (i) the development, construction, marketing or sale of property within Baytowne Wharf Neighborhood or (ii) the operation of and maintenance of facilities related to or useful in connection with the operation of the marina.

**ARTICLE X.  
EASEMENTS AND RESERVATIONS**

10.01 Declarant's Easements Over Common Property.

(a) Declarant hereby reserves for itself, its successors and assigns a general easement over, across, through and under the Common Property to:

(i) discharge Declarant's obligations under this Declaration;

(ii) exercise any of Declarant's rights under this Declaration; and

(iii) make or construct improvements at the Property, the Additional Property or any other real estate owned by Declarant.

(b) Declarant hereby reserves to itself, its successors and assigns the right to:

(i) establish from time to time utility and other easements, permits or licenses over, across, through and under the Common Property; and

(ii) create other reservations, exceptions and exclusions for the best interest of the Neighborhood Association.

(c) In addition, until such time as Declarant adds any portion of the Additional Property to Baytowne Wharf Neighborhood, and after such time as Declarant withdraws any portion of the Property from Baytowne Wharf Neighborhood, Declarant shall have whatever easements are reasonably necessary or desirable across the Property for access to and utility services for the Additional Property or the portion of the Property withdrawn from Baytowne Wharf Neighborhood, as the case may be.

#### 10.02 Owners' Easements Over Common Property.

(a) Subject to the terms and conditions of this Declaration and all other Neighborhood Association Documents, each Owner shall have a nonexclusive easement over, across and through the Common Property:

(i) for ingress to and egress from their Units; and

(ii) to use and enjoy the Common Property.

(b) Each Owner may grant its rights under this Section 10.02 to any Guest of the Owner.

#### 10.03 Utility Easement.

(a) Subject to the terms and conditions of this Declaration and all other Neighborhood Association Documents, Declarant hereby creates a general easement over, across, through and under all of the Property, for ingress to, egress from, and installation, replacement, repair and maintenance of, all utility and service lines and systems, including, without limitation, water, sewer, gas, telephone, electricity and cable communication that service Baytowne Wharf Neighborhood or any portion thereof. The Neighborhood Association may, but is not obligated to, authorize the release of portions of the general easement created by this Section 10.03 upon the request of any Owner showing good cause therefor.

(b) Pursuant to this easement, a utility or service company may install and maintain facilities and equipment on the Property to provide service to any portion of the Property. Notwithstanding anything to the contrary contained in this Section 10.03, no sewers, electrical lines, water lines, telephone lines or other utility or service lines may be installed or relocated on any portion of the Property, except as approved by the Sandestin Architectural Review Board. Any utility or service company using this general easement shall use its best

efforts to install, repair, replace and maintain its lines and systems without unreasonably disturbing the uses of Owners, the Neighborhood Association, Declarant and other utility and service companies.

(c) If any utility or service company furnishing utilities or services to Baytowne Wharf Neighborhood or any portion thereof requests a specific easement by a separate recordable document, the Neighborhood Association shall have the right and authority, but not the obligation, to grant such easement over, across, through and under any portion of the Property.

10.04 Neighborhood Association's Easement.

(a) Declarant hereby grants the Neighborhood Association an easement over, across, through and under all of the Property to:

(i) exercise any right held by the Neighborhood Association under this Declaration or any other Neighborhood Association Document; and

(ii) perform any obligation imposed upon the Neighborhood Association by this Declaration or any other Neighborhood Association Document.

(b) Notwithstanding the foregoing, the Neighborhood Association shall not enter upon any Unit without reasonable prior notice to the Owner of the Unit, except in cases of emergency.

10.05 Emergency Access Easement.

Declarant hereby grants a general easement to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or Persons to enter upon the Property in the proper performance of their duties.

10.06 Resort Easement.

Declarant hereby grants a general easement to the general public and the owner of the Sandestin Resort and its Guests over, across and through all roads, streets, pedestrian corridors, sidewalks and trails that cross the Property.

10.07 Easement for Encroachments.

Declarant hereby grants an easement to all Associations of, and to all Owner's of Units within, any communities created by Declarant within Baytowne Wharf Neighborhood, for any encroachment of any improvement within any such community constructed by Declarant on, across, over, under or through any Common Property or any Unit.

## **ARTICLE XI. INSURANCE**

### **11.01 Purchase of Insurance.**

(a) The Neighborhood Association shall use its best efforts to obtain and maintain adequate insurance to protect the Neighborhood Association and the Common Property. Such insurance shall include fire and extended coverage insurance, vandalism and malicious mischief coverage insuring all of the insurable improvements within the Common Property, together with such other insurance as the Neighborhood Association deems necessary, in a company with an "A+10" rating or better, and in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Owners as part of the Common Expenses. The named insured shall be the Neighborhood Association, individually and as agent for the Owners, without naming them, and as agent for their Mortgagees. A copy of each policy of insurance in effect shall be made available for inspection by Owners at reasonable times.

(b) Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee.

### **11.02 Coverage.**

(a) Casualty. All buildings, structures and improvements upon the Common Property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Property shall be insured for its maximum insurable replacement value, said value to be determined annually by the Executive Board. The Executive Board shall have the discretion to approve such coverage and limits as it deems prudent and reasonable. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(ii) Flood and windstorm insurance to the extent available; and

(iii) Such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings described in this Section 11 including, but not limited to, vandalism and malicious mischief.

(b) Public Liability. Public liability insurance in such amounts and with such coverage as shall be required by the Executive Board, including, but not limited to, hired automobile and non-owned automobile coverages, including a cross-liability endorsement to cover liabilities of the Owners as a group.

(c) Worker's Compensation. Worker's compensation insurance meeting all the requirements of the laws of Florida.

(d) Directors and Officers Liability Insurance. Directors and officers liability insurance, if available.

(e) Other. Such other insurance as the Executive Board shall determine from time to time to be desirable, including without limitation, such insurance as may be required by any agency of the United States government which holds a first mortgage encumbering any portion of the Common Property or insures to the holder thereof the payment of the same.

#### 11.03 Premiums.

Premiums upon insurance policies purchased by the Neighborhood Association shall be assessed by the Neighborhood Association against the Owners as part of the Common Expenses. If, at any time, the cost of the insurance premiums may be deemed too high, the Executive Board may adjust such insurance coverage as it deems prudent and reasonable.

#### 11.04 Insurance Trustee; Shares of Proceeds.

All insurance policies purchased by the Neighborhood Association shall be for the benefit of the Neighborhood Association, the Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an insurance trustee (the "Insurance Trustee") which shall be designated by the Executive Board. The Insurance Trustee shall not be liable for the payment of premiums, the renewal or the sufficiency of policies, or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Owners and their Mortgagees in an amount equal to each Owners Share of Common Expenses.

#### 11.05 Distribution of Proceeds.

Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

(a) Expenses of the Trustee. All expenses of the Insurance Trustee shall be paid first or provision made therefor.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof, remittance to Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

(d) Certificate. In making distributions to Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Neighborhood Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to the names of the Owners and their respective shares of the distribution.

11.06 Neighborhood Association as Agent.

The Neighborhood Association is hereby irrevocably appointed agent for each Owner and for each Mortgagee, with power to adjust all claims arising under insurance policies purchased by the Neighborhood Association and to execute and deliver releases upon the payment of claims.

11.07 Owner's Obligation.

Each Owner shall have the obligation to purchase public liability insurance to protect himself against claims due to accidents within his or her Unit, and casualty insurance on the contents within said Unit.

**ARTICLE XII.**  
**RECONSTRUCTION OR REPAIR AFTER CASUALTY OR CONDEMNATION**

12.01 Determination to Reconstruct or Repair.

(a) If any part of the Common Property is damaged by casualty, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the Baytown Wharf Neighborhood shall be terminated.

(b) The Insurance Trustee may rely upon a certificate of the Neighborhood Association executed by its President or Vice President and Secretary or Assistant Secretary in determining whether the damaged property is to be reconstructed or repaired.

12.02 Plans and Specifications.

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Common Property; or if not, then in accordance with plans and specifications approved by the Executive Board and the Sandestin Architectural Review Board.

12.03 Responsibility.

It shall be the Association's responsibility to reconstruct and repair after casualty.

12.04 Estimate of Costs.

Immediately after a determination is made to rebuild or repair damage to property for which the Neighborhood Association has the responsibility for reconstruction and repair, the Neighborhood Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.



12.05 Assessments.

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Neighborhood Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, a Special Assessment shall be made against all Owners in sufficient amounts to provide funds for the payment of such costs.

12.06 Construction Funds.

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds held by the Insurance Trustee and funds collected by the Neighborhood Association from Assessments against Owners, shall be disbursed in payment of such costs in the following manner:

(a) Neighborhood Association. If the total Special Assessment levied by the Neighborhood Association in order to provide funds for the payment of costs of reconstruction and repair which is the responsibility of the Neighborhood Association exceed \$50,000.00, the sums paid upon such Special Assessments shall be deposited by the Neighborhood Association with the Insurance Trustee. In all other cases, the Neighborhood Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Neighborhood Association from collections of Special Assessments against Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Neighborhood Association - Under \$50,000.00. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Neighborhood Association is less than \$50,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Neighborhood Association; provided, however, that upon request to the Insurance Trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(ii) Neighborhood Association - Over \$50,000.00. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Neighborhood Association is \$50,000.00 or more, then the construction fund shall be disbursed by the Insurance Trustee in payment of such costs in the manner required by the Executive Board upon approval of an architect qualified to practice in Florida and employed by the Neighborhood Association to supervise the work.

(iii) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in

the manner elsewhere stated; except, however, that the part of a distribution to a beneficial Owner which represents Special Assessments paid by such Owner into the construction fund shall not be made payable to any Mortgagee.

(iv) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Owners through Special Assessments shall be deposited by the Neighborhood Association with the Insurance Trustee, whether the disbursements from the construction fund are to be upon the order of the Neighborhood Association, or upon approval of an architect or otherwise, whether a disbursement is to be made from the construction fund, or whether surplus funds to be distributed are less than the Special Assessments paid by Owners. Instead, the Insurance Trustee may rely upon a certificate of the Neighborhood Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable in the name of the designated payee and the amount to be paid; provided that when a Mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the Mortgagee as payee of any distribution or insurance proceeds to an Owner; and, further provided that when the Neighborhood Association or a Mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires, the approval of an architect named by the Neighborhood Association shall be first obtained by the Neighborhood Association prior to disbursements in payment of costs of reconstruction and repair.

#### 12.07 Eminent Domain or Condemnation Proceeding.

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Common Property, the entire eminent domain or condemnation award is to be secured to the Neighborhood Association, and shall be disbursed to Owners and their Mortgagees, as their interests appear of record, in accordance with the ratio of ownership herein provided as it pertains to the Common Property. The Neighborhood Association shall give to each Mortgagee prompt written notice of any eminent domain or condemnation proceedings.

#### 12.08 Condemnation of Common Elements.

If any Common Property is taken by condemnation or similar proceeding, any condemnation award payable in connection therewith shall be paid to the Neighborhood Association and used by the Neighborhood Association:

- (a) first, to repair any damage to Common Property resulting from the condemnation or similar taking; and
- (b) second, for any other Common Expenses.

**ARTICLE XIII.  
SPECIAL DECLARANT RIGHTS**

**13.01 Improvements.**

Declarant hereby reserves for itself, its successors and assigns the right to construct any improvements that it deems necessary or appropriate on the Common Property and on any Units owned by Declarant.

**13.02 Development Rights.**

(a) Declarant hereby reserves for itself, its successors and assigns the following rights, which rights shall not be considered obligations:

(i) the right to amend this Declaration to add all or any portion of the Additional Property to Baytowne Wharf Neighborhood;

(ii) the right to create up to 850 Units within Baytowne Wharf Neighborhood as Baytowne Wharf Neighborhood may be expanded from time to time;

(iii) the right to amend this Declaration to create additional Units and certain additional Common Property on all or any portion of the Additional Property or any other real estate that the Declarant may add to Baytowne Wharf Neighborhood pursuant to subparagraph 13.02(a)(i) above;

(iv) the right to subdivide any Unit owned by Declarant; and

(v) the right to combine any Units owned by Declarant.

(b) In exercising any development right reserved hereunder, Declarant shall execute and record an amendment to this Declaration.

**13.03 Sales Offices and Model Homes.**

Declarant hereby reserves for itself, its successors and assigns the right to maintain sales offices, management offices and models within any Unit owned by Declarant. Declarant also reserves for itself, its successors and assigns the right to construct and maintain signs advertising Baytowne Wharf Neighborhood on any and all Common Property.

**13.04 Merger.**

Declarant reserves the right to merge or consolidate Baytowne Wharf Neighborhood with any other planned community.

**13.05 Exercising Special Declarant Rights.**

Declarant may exercise its Special Declarant Rights at any time. Declarant may exercise its Special Declarant Rights in any order and no assurance is given as to the order in which Declarant will exercise its Special Declarant Rights. If Declarant exercises any Special

Declarant Right with respect to any portion of the Property or the Additional Property, Declarant may, but is not obligated to, exercise that Special Declarant Right with respect to any other portion of the Property or the Additional Property. Notwithstanding anything to the contrary contained in this Declaration, Declarant may exercise any Special Declarant Right described in this Article XIII and any other right reserved to Declarant in this Declaration, without the consent of The Neighborhood Association or of any of the Owners.

13.06 Interference with Declarant Rights.

Neither the Neighborhood Association, nor any Owner may take any action or adopt any Rule or Regulation that interferes with or diminishes any Declarant Right, without Declarant's prior written consent.

13.07 Rights Transferable.

Declarant may transfer any Declarant Right reserved to it under this Article XIV or under any other provision of this Declaration.

**ARTICLE XIV.  
ENFORCEMENT AND REMEDIES**

14.01 Enforcement.

(a) Each provision of this Declaration with respect to the Neighborhood Association or the Common Property shall be enforceable by Declarant or any Owner by a proceeding for injunctive relief.

(b) Each provision of this Declaration with respect to an Owner, an Association for a community, a Unit or a Time Share Estate shall be enforceable by the Declarant or the Neighborhood Association by:

- (i) a proceeding for injunctive relief;
- (ii) a suit or action to recover damages; and/or

(iii) in the discretion of the Neighborhood Association, for so long as any Owner or Association for a community fails to comply with any such provisions, exclusion of such Owner and its Guests from the use of any Common Property and from the participation in any Neighborhood Association affairs.

(c) In addition to the rights and remedies described in paragraph 14.01(b) above, if an Owner or Association for a community fails to perform or observe any covenant or condition on such Owner's or Association's part to be performed or observed under this Declaration or any other Neighborhood Association Document, the Neighborhood Association shall have the following rights and remedies:

(i) The Neighborhood Association may, but is not obligated to, cure such failure to comply at the Owner's or Association's sole cost and expense. If the Neighborhood

Association cures any such failure to comply, the Owner or Association shall pay to the Neighborhood Association the amount of all costs incurred by the Neighborhood Association in connection therewith within thirty days after the Owner or Association receives written notice of a Default Assessment therefor from the Neighborhood Association.

(ii) The Neighborhood Association may fine the Owner or Association, as a Default Assessment, an amount equal to the then maximum permitted under Florida law for each violation. The Owner or Association shall pay any such fine to the Neighborhood Association within thirty days after the Owner or Association receives written notice of a Default Assessment therefor from the Neighborhood Association.

(iii) The Neighborhood Association shall have all other rights and remedies available to it under this Declaration, at law or in equity.

(d) All rights and remedies of the Neighborhood Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

(e) The Neighborhood Association may adopt such Rules and Regulations as the Executive Board deems necessary or appropriate to administer and enforce the terms and conditions of this Declaration and the other Neighborhood Association Documents.

#### 14.02 Attorneys' Fees.

In the event of any dispute under or with respect to this Declaration or any other Neighborhood Association Document, the prevailing party shall be entitled to recover from the nonprevailing party all of its costs and expenses in connection therewith, including, without limitation, the fees and disbursements of any attorneys, accountants, engineers, appraisers or other professionals engaged by the prevailing party, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collection.

#### 14.03 Interest.

If an Owner or Association for a community fails to pay to the Neighborhood Association any Assessment or other amount due to the Neighborhood Association as and when the same becomes due, the Owner or Association shall pay to the Neighborhood Association interest on such unpaid amount at the rate of 18 percent per annum from the due date of such unpaid amount until the date paid.

### **ARTICLE XV. TERM AND AMENDMENTS**

#### 15.01 Term.

The covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration shall run with and bind the Property for a period of 90 years and shall thereafter be automatically renewed for successive 10 year periods unless the Declaration is terminated pursuant to Section 15.02 below.

15.02 Termination.

The Owners may terminate Baytowne Wharf Neighborhood and this Declaration by an 80 percent or greater vote of all votes in the Neighborhood Association. If the necessary votes are obtained, the agreement of the Owners to terminate Baytowne Wharf Neighborhood and this Declaration shall be evidenced by a termination agreement or ratification thereof, executed by the required number of Owners. Upon recordation of the termination agreement in the Walton County Records, Baytowne Wharf Neighborhood shall be terminated, this Declaration shall have no further force or effect, and the Neighborhood Association shall be dissolved. Notwithstanding the foregoing, the Owners may not terminate Baytowne Wharf Neighborhood or this Declaration during the Declarant Control Period, without the Declarant's prior written consent, which consent Declarant may withhold in its discretion.

15.03 Amendments.

(a) Except for provisions of this Declaration regarding the rights and obligations of Declarant, which may not be amended without Declarant's prior written consent, Owners may amend any provision of this Declaration at any time by a 80 percent or greater vote of all votes in the Neighborhood Association. If the necessary votes are obtained, the Neighborhood Association shall cause to be recorded in the Walton County Records an amendment to the Declaration. Notwithstanding the foregoing, the Owners may not amend this Declaration during the Declarant Control Period, without the Declarant's prior written consent, which consent Declarant may withhold in its discretion.

(b) Notwithstanding the terms and conditions of paragraph 15.03(a) above, the Declarant may amend this Declaration as expressly provided herein, without the approval of the Owners or Mortgagees.

**ARTICLE XVI.  
MISCELLANEOUS**

16.01 Interpretation of the Declaration.

Except for judicial construction, the Neighborhood Association, by its Executive Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Executive Board's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by the covenants and the provisions hereof.

16.02 Severability.

Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity and enforceability of any other provisions hereof.

16.03 Disclaimer of Representations.

Notwithstanding anything to the contrary contained in this Declaration, Declarant makes no warranties or representations whatsoever that the plan presently envisioned for the complete development of Baytowne Wharf Neighborhood can or will be carried out or that any land now owned or hereafter acquired by Declarant is or will be subjected to this Declaration, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, or that, if such land is once used for a particular use, such use will continue in effect.

16.04 Reference to Declaration and Deeds.

Deeds to and instruments affecting any Unit or any other part of Baytowne Wharf Neighborhood may contain the provisions set forth herein by reference to this Declaration, but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth herein shall be binding upon the grantee-Owner or other Person claiming through any deed or other instrument and his or her heirs, executors, administrators, successors and assigns.

16.05 Successors and Assigns of Declarant.

Any reference in this Declaration to Declarant shall include any successors or assignees of Declarant's rights and powers hereunder, on the condition that Declarant's rights and powers may only be assigned by a written recorded instrument expressly assigning such rights and powers.

16.06 Captions and Titles.

All captions and titles of headings of Articles and Sections in this Declaration are for the purpose of reference and convenience and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

16.07 Notices.

All Owners of each Unit shall have one and the same registered mailing address to be used by the Neighborhood Association or other Owners for notices, demands, and all other communications regarding the Neighborhood Association matters. The Owner or the representative of the Owners of a Unit shall furnish such registered address to the secretary of the Neighborhood Association within ten days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit shall be deemed their registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Unit. All notices and demands intended to be served upon the Neighborhood Association shall be sent to the following address or such other address as the Neighborhood Association may designate from time to time by notice to the Owner(s):

Baytowne Wharf Neighborhood Association  
9300 Emerald Coast Parkway West  
Sandestin, Florida 32550-7268

16.08 Waivers.

No waivers by the Neighborhood Association of any right of the Neighborhood Association shall constitute a waiver by the Sandestin Owners Association of any right of the Sandestin Owners Association.

16.09 Priority.

(a) This Declaration and the other Neighborhood Association Documents shall be subject and subordinate to the Sandestin Owners Association Documents. If there is any conflict or inconsistency between the terms and conditions of this Declaration or any of the other Neighborhood Association Documents and the terms and conditions of the Sandestin Owners Association Documents, the terms and conditions of the Sandestin Owners Association Documents shall control. The terms and conditions of this Section 16.09 may not be amended or deleted without the prior written consent of the Sandestin Owners Association.

(b) Any and all governing or other documents pertaining to one or more Association (other than the Sandestin Owners Association Documents and the Neighborhood Association Documents) (the "Association Documents") shall be subject and subordinate to the Neighborhood Association Documents. If there is any conflict or inconsistency between the terms and conditions of this Declaration or any of the other Neighborhood Association Documents and the terms and conditions of the Association Documents, the terms and conditions of this Declaration and the other Neighborhood Association Documents shall control.

16.10 Consent and Joinder.

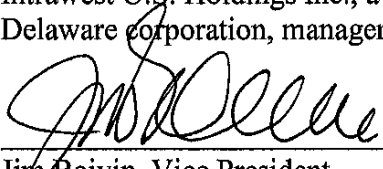
Gateway Development, as the owner of the Gateway Development Property and the Stand Alone Development Property, hereby (i) consents to Declarant's inclusion of the Gateway Development Property and the Stand Alone Development Property in Baytowne Wharf Neighborhood, and (ii) subjects the Gateway Development Property and the Stand Alone Development Property to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration.



IN WITNESS WHEREOF, Intrawest Sandestin Company, L.L.C. has hereunto caused its name to be signed by the signature of a duly authorized officer of its manager Intrawest U.S. Holdings Inc. as of the day and year first written above.

INTRAWEST SANDESTIN COMPANY,  
L.L.C., a Delaware limited liability  
company

By: Intrawest U.S. Holdings Inc., a  
Delaware corporation, manager

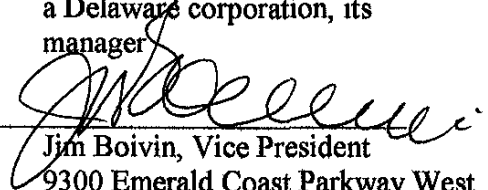
By:   
Jim Boivin, Vice President  
9500 Emerald Coast Parkway West  
Sandestin, Florida 32550-7268

Gateway Development, as the owner of the Gateway Development Property, hereby (i) consents to Declarant's inclusion of the Gateway Development Property in Baytowne Wharf Neighborhood, and (ii) subjects the Gateway Development Property to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration.

GATEWAY/LE JARDIN DEVELOPMENT  
COMPANY, L.L.C., a Delaware limited  
liability company

By: Intrawest Sandestin Company,  
L.L.C., a Delaware limited liability  
company, its sole member

By: Intrawest U.S. Holdings Inc.,  
a Delaware corporation, its  
manager

By:   
Jim Boivin, Vice President  
9300 Emerald Coast Parkway West  
Sandestin, Florida 32550-7268

STATE OF FLORIDA  
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2002, by Jim Boivin, Vice President of Intrawest U.S. Holdings, Inc., a Delaware corporation, managing member of Intrawest Sandestin Company, L.L.C., a Delaware limited liability company, on behalf of the corporation and the limited liability company. He ☒ is personally know to me or ☐ produced \_\_\_\_\_ as identification.



Connie D. Wynne  
Print Name: CONNIE D. WYNNE  
Notary Public – State of Florida  
My commission expires: April 7, 2004

STATE OF FLORIDA  
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2002, by Jim Boivin, Vice President of Intrawest U.S. Holdings, Inc., a Delaware corporation, managing member of Intrawest Sandestin Company, L.L.C., a Delaware limited liability company, sole member of Gateway/Le Jardin Development Company, L.L.C., a Delaware limited liability company, authorized to do business in Florida, on behalf of the corporation and the limited liability company. He ☒ is personally know to me or ☐ produced \_\_\_\_\_ as identification.

Connie D. Wynne  
Print Name: CONNIE D. WYNNE  
Notary Public – State of Florida  
My commission expires: April 7, 2004  
Commission number: CC 898782

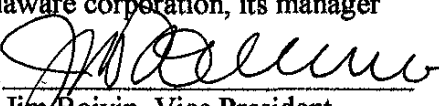


Fisherman's Village One Development Company, L.L.C., as the owner of the Stand Alone Development Property, hereby (i) consents to Declarant's inclusion of the Stand Alone Development Property in Baytowne Wharf Neighborhood, and (ii) subjects the Stand Alone Development Property to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration.

FISHERMAN'S VILLAGE ONE  
DEVELOPMENT COMPANY, L.L.C.,  
a Delaware limited liability company

By: Intrawest Sandestin Company, L.L.C., a  
Delaware limited liability company, its sole  
member

By: Intrawest U.S. Holdings Inc., a  
Delaware corporation, its manager

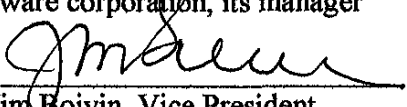
By:   
Jim Boivin, Vice President  
9300 Emerald Coast Parkway West  
Sandestin, Florida 32550-7268

Grand Sandestin Development Company, L.L.C., as the owner of a portion of the Additional Property consents to Declarant's inclusion of its property as a portion of the Additional Property, which Additional Property will be subjected to the covenants, conditions, restrictions, reservations, easements, assessments, charges and liens set forth in this Declaration at some point in the future.

GRAND SANDESTIN DEVELOPMENT  
COMPANY, L.L.C., a Delaware limited liability  
company

By: Intrawest Sandestin Company, L.L.C., a  
Delaware limited liability company, its sole  
member

By: Intrawest U.S. Holdings Inc., a  
Delaware corporation, its manager

By:   
Jim Boivin, Vice President  
9300 Emerald Coast Parkway West  
Sandestin, Florida 32550-7268

STATE OF FLORIDA  
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2002, by Jim Boivin, Vice President of Intrawest U.S. Holdings, Inc., a Delaware corporation, managing member of Intrawest Sandestin Company, L.L.C., a Delaware limited liability company, sole member of Fisherman's Village One Development Company, L.L.C., a Delaware limited liability company, authorized to do business in Florida, on behalf of the corporation and the limited liability company. He ☒ is personally know to me or ☐ produced \_\_\_\_\_ as identification.

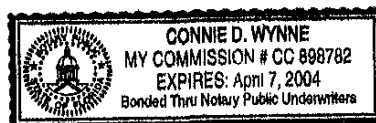
Connie D. Wynne  
Print Name: CONNIE D. WYNNE  
Notary Public – State of Florida,  
My commission expires: April 7, 2004



STATE OF FLORIDA  
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2002, by Jim Boivin, Vice President of Intrawest U.S. Holdings, Inc., a Delaware corporation, managing member of Intrawest Sandestin Company, L.L.C., a Delaware limited liability company, sole member of Grand Sandestin Development Company, L.L.C., a Delaware limited liability company, authorized to do business in Florida, on behalf of the corporation and the limited liability company. He ☒ is personally know to me or ☐ produced \_\_\_\_\_ as identification.

Connie D. Wynne  
Print Name: CONNIE D. WYNNE  
Notary Public – State of Florida,  
My commission expires: April 7, 2004



## CONSENT AND JOINDER OF MORTGAGEE

The undersigned, WACHOVIA BANK, NATIONAL ASSOCIATION, formerly known as First Union National Bank, as Collateral Agent for Wachovia Bank, National Association, formerly known as First Union National Bank, and Regions Bank, a national banking corporation, with its principal place of business at (and the mailing address of which is) 225 Water Street, Jacksonville, Florida 32202, the owner and holder of that certain Mortgage and Security Agreement from GATEWAY/LE JARDIN DEVELOPMENT COMPANY, L.L.C., a Delaware limited liability company, to First Union National Bank, dated February 26, 2001, and recorded February 26, 2001, in Official Records Book 2309, page 50, as modified by that certain Mortgage Modification Agreement, dated March 5, 2001, and recorded March 12, 2001, in Official Records Book 2312, page 554, and as owner and holder of that certain Mortgage and Security Agreement from GATEWAY/LE JARDIN DEVELOPMENT COMPANY, L.L.C., a Delaware limited liability company, to First Union National Bank, dated April 10, 2001, and recorded April 11, 2001, in Official Records Book 2318, page 808, all of the public records of Walton County, Florida, (collectively the "Mortgages"), the undersigned hereby consents to and joins in the recording of the Declaration of Covenants, Conditions and Restrictions for Baytowne Wharf Neighborhood to be recorded in the public records of Walton County, Florida, and subordinates the lien of the Mortgages to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer, duly authorized, and its seal to be affixed hereto this 3<sup>rd</sup> day of May, 2002.

Signed and sealed in the presence of:

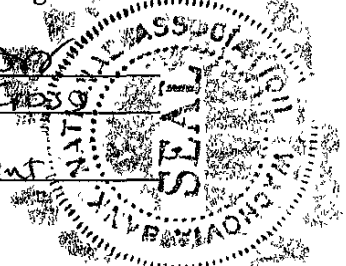
**WACHOVIA BANK, NATIONAL ASSOCIATION**, formerly known as First Union National Bank, as Collateral Agent for Wachovia Bank, National Association, formerly known as First Union National Bank, and Regions Bank.

Christa B. Wood  
CHRISTA B. WOOD  
[Print or Type Name]

Susan L. Bell  
[Print or Type Name]

**SUSAN L. BELL**  
SENIOR SALES ASSISTANT

By: Loraine M. Cross  
[Print or Type Name]  
Its: Sr. Vice President



STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 3rd day of May, 2002, by Lorraine M Cross, the Senior Vice President of Wachovia Bank, National Association, formerly known as First Union National Bank, as Collateral Agent for Wachovia Bank, National Association, formerly known as First Union National Bank, and Regions Bank, on behalf of the association. Such person did not take an oath and: *(notary must check applicable box)*

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

{Notary Seal must be affixed}



Christa B. Wood  
MY COMMISSION # CC992436 EXPIRES  
January 8, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.

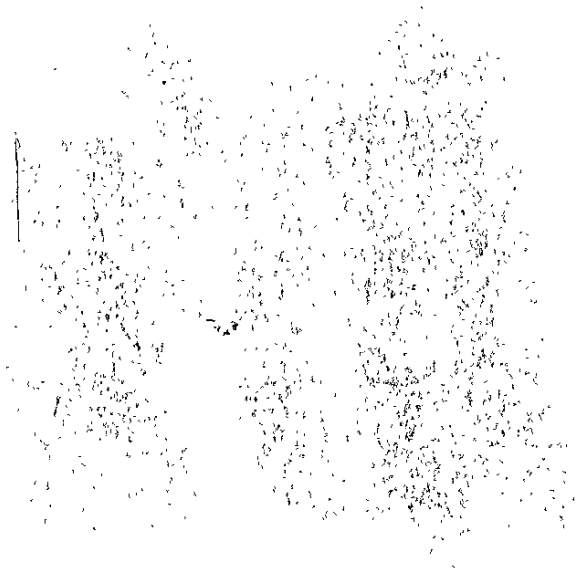
Christa B. Wood  
Signature of Notary  
CHRISTA B. WOOD

Name of Notary Typed, Printed or Stamped)  
Commission Number (if not legible on seal): \_\_\_\_\_  
My Commission Expires (if not legible on seal): \_\_\_\_\_

**EXHIBIT A**

(Attached to and forming a part of Declaration of Covenants,  
Conditions and Restrictions for Baytowne Wharf Neighborhood)

**LEGAL DESCRIPTION OF THE DECLARANT'S PROPERTY**





LEGIBILITY UNSATISFACTORY  
FOR MICROFILMING

FL 713371 B 2402 P 477  
CO:WALTON ST:FL

STREAK ON ORIGINAL

(OVERALL) \*

COMMENCE AT THE NORTHWEST POINT OF LOT 8033 OF THE REPLAT OF LEGEND CREEK AT SANDESTIN, AS RECORDED IN PLAT BOOK 11, PAGE 26 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF LEGEND CREEK DRIVE (RIGHT OF WAY VARIES); THENCE N 80°06'52" W ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 47.34 FEET TO A POINT OF INTERSECTION WITH THE CURVED EASTERLY RIGHT OF WAY LINE OF BAYTOWNE AVENUE (60 FOOT WIDE RIGHT OF WAY), CONCAVE EASTERLY AND HAVING A RADIUS OF 1880.08 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, PROCEED ON SAID CURVED EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 156.06 FEET THROUGH A CENTRAL ANGLE OF 04°45'21" (CHORD BEARING = S 07°52'25" W, CHORD = 156.01 FEET) TO THE SOUTHWESTERLY CORNER OF SAID REPLAT OF LEGEND CREEK AT SANDESTIN; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, PROCEED N 84°30'15" W, A DISTANCE OF 60.00 FEET TO A POINT OF INTERSECTION WITH THE CURVED EASTERLY RIGHT OF WAY LINE OF SAID BAYTOWNE AVENUE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1940.08 FEET; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID CURVED RIGHT OF WAY, THE FOLLOWING 3 (THREE) CALLS: (1) A DISTANCE OF 251.79 FEET, THROUGH A CENTRAL ANGLE OF 07°26'10" (CHORD BEARING = S 01°46'40" W, CHORD = 251.61 FEET), TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1941.23 FEET; (2) THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°24'54", AN ARC DISTANCE OF 488.40 FEET, (CHORD BEARING = S 09°09'06" E, CHORD = 487.11 FEET); (3) THENCE S 16°21'41" E, A DISTANCE OF 229.31 FEET; THENCE DEPARTING SAID EASTERLY LINE, PROCEED SOUTH 36 DEGREES 21 MINUTES 14 SECONDS, A DISTANCE OF 10.45 FEET TO THE POINT OF INTERSECTION WITH THE SHORELINE OF AN EXISTING LAKE, SAID POINT BEING CALLED "POINT A"; THENCE ON SAID SHORELINE, PROCEED SOUTHWESTERLY A DISTANCE OF 315 FEET MORE OR LESS, TO A POINT WHICH BEARS S 70°14'59" W, A DISTANCE OF 303.89 FEET FROM THE AFORESAID "POINT A"; THENCE DEPARTING SAID SHORE LINE, PROCEED NORTH 27 DEGREES 26 MINUTES 52 SECONDS WEST, A DISTANCE OF 17.92 FEET TO A POINT OF INTERSECTION WITH AN EXISTING CONSERVATION EASEMENT; THENCE ON SAID EASEMENT, THE FOLLOWING 23 (TWENTY-THREE) CALLS: (1) THENCE S 62°14'25" W, A DISTANCE OF 47.79 FEET; (2) THENCE S 79°05'16" W, A DISTANCE OF 21.19 FEET; (3) THENCE N 51°15'58" W, A DISTANCE OF 64.07 FEET; (4) THENCE N 80°38'31" W, A DISTANCE OF 32.36 FEET; (5) THENCE S 84°51'14" W, A DISTANCE OF 50.44 FEET; (6) THENCE N 74°33'28" W, A DISTANCE OF 31.46 FEET; (7) THENCE N 02°08'14" W, A DISTANCE OF 57.60 FEET; (8) THENCE N 60°49'37" W, A DISTANCE OF 24.87 FEET; (9) THENCE N 85°30'40" W, A DISTANCE OF 26.27 FEET; (10) THENCE N 81°24'24" W, A DISTANCE OF 53.72 FEET; (11) THENCE N 23°05'25" W, A DISTANCE OF 30.42 FEET; (12) THENCE N 39°42'02" W, A DISTANCE OF 45.40 FEET; (13) THENCE N 31°08'02" W, A DISTANCE OF 38.25 FEET; (14) THENCE N 35°01'07" W, A DISTANCE OF 33.47 FEET; (15) THENCE N 28°56'40" W, A DISTANCE OF 165.23 FEET; (16) THENCE S 79°25'37" W, A DISTANCE OF 39.84 FEET; (17) THENCE S 41°16'16" W, A DISTANCE OF 29.46 FEET; (18) THENCE N 69°19'42" W, A DISTANCE OF 42.87 FEET; (19) THENCE N 46°45'03" W, A DISTANCE OF 48.89 FEET; (20) THENCE N 53°38'20" W, A DISTANCE OF 16.90 FEET; (21) THENCE N 40°20'11" W, A DISTANCE OF 19.04 FEET; (22) THENCE N 04°03'33" E, A DISTANCE OF 48.91 FEET; (23) THENCE N 83°19'27" W, A DISTANCE OF 92.88 FEET, TO THE MEAN HIGH WATER LINE OF CHOCTAWHATCHEE BAY, AND THE 0.78' CONTOUR; THENCE DEPARTING SAID EASEMENT LINE, PROCEED ON SAID MEAN HIGH WATER LINE, AND THE 0.78' CONTOUR, N 49°13'17" W, A DISTANCE OF 32.68 FEET FEET TO A POINT OF INTERSECTION WITH SAID EASEMENT LINE; THENCE ON SAID EASEMENT LINE, THE FOLLOWING 14 (FOURTEEN) CALLS: (1) THENCE S 83°19'27" E, A DISTANCE OF 119.11 FEET; (2) THENCE N 04°03'33" E, A DISTANCE OF 14.36 FEET; (3) THENCE N 84°56'59" E, A DISTANCE OF 25.01 FEET; (4) THENCE N 66°04'45" E, A DISTANCE OF 65.79 FEET; (5) THENCE N 21°20'49" E, A DISTANCE OF 146.89 FEET; (6) THENCE N 68°41'41" W, A DISTANCE OF 33.03 FEET; (7) THENCE N 08°50'52" E, A DISTANCE OF 27.70 FEET; (8) THENCE N 12°43'45" E, A DISTANCE OF 71.98 FEET; (9) THENCE N 60°59'38" E, A DISTANCE OF 23.97 FEET; (10) THENCE N 51°52'58" E, A DISTANCE OF 92.57 FEET; (11) THENCE N 57°13'22" E, A DISTANCE OF 23.85 FEET; (12) THENCE N 43°42'30" E, A DISTANCE OF 39.54 FEET; (13) THENCE N 30°21'27" E, A DISTANCE OF 24.98 FEET; (14) THENCE N 20°52'49" E, A DISTANCE OF 30.21 FEET; THENCE DEPARTING SAID EASEMENT LINE, PROCEED N 72°36'30" E, A DISTANCE OF 260.90 FEET; THENCE N 17°23'30" W, A DISTANCE OF 69.85 FEET; THENCE N 72°36'30" E, A DISTANCE OF 30.58 FEET; THENCE S 17°23'30" E, A DISTANCE OF 69.85 FEET; THENCE N 72°36'30" E, A DISTANCE OF 185.36 FEET; THENCE S 84°30'15" E, A DISTANCE OF 85.19 FEET TO THE POINT OF BEGINNING. SAID PARCEL LYING IN SECTION 23, TOWNSHIP 2 SOUTH, RANGE 21 WEST, WALTON COUNTY, FLORIDA, AND CONTAINING 14.92 ACRES.

(Phase 1a) (Does not include Gateway and  
Le Jardin legal descriptions)

## Less and Except the following described property:

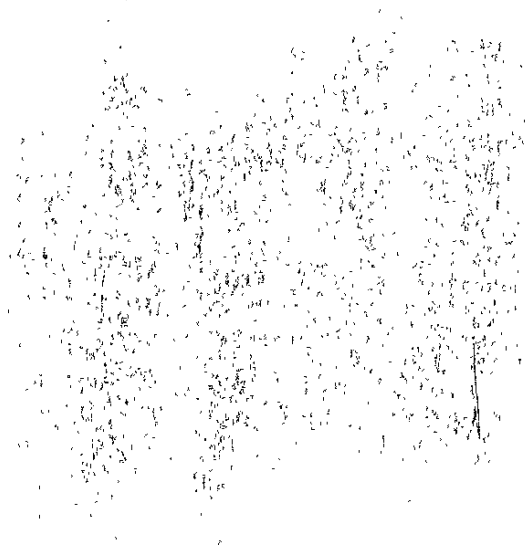
### FISHERMAN'S VILLAGE CONDOMINIUM

A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 21 WEST, WALTON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST POINT OF LOT 8033 OF THE REPLAT OF LEGEND CREEK AT SANDESTIN, AS RECORDED IN PLAT BOOK 11, AT PAGE 26 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF LEGEND CREEK DRIVE (RIGHT-OF-WAY VARIES); THENCE NORTH 80 DEGREES 06 MINUTES 52 SECONDS WEST ON SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 47.34 FEET TO A POINT OF INTERSECTION WITH THE CURVED EASTERLY RIGHT-OF-WAY LINE OF BAYTOWNE AVENUE (60 FOOT WIDE RIGHT-OF-WAY), BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 1880.08 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, PROCEED ON SAID CURVED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 156.06 FEET THROUGH A CENTRAL ANGLE OF 04 DEGREES 45 MINUTES 21 SECONDS, (CHORD BEARING = SOUTH 07 DEGREES 52 MINUTES 25 SECONDS WEST, CHORD = 156.01 FEET) TO THE SOUTHWESTERLY CORNER OF SAID REPLAT OF LEGEND CREEK AT SANDESTIN; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, PROCEED NORTH 84 DEGREES 30 MINUTES 15 SECONDS WEST, A DISTANCE OF 145.19 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 30 SECONDS WEST, A DISTANCE OF 450.98 FEET; THENCE SOUTH 17 DEGREES 23 MINUTES 08 SECONDS EAST, A DISTANCE OF 249.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 17 DEGREES 23 MINUTES 08 SECONDS EAST, A DISTANCE OF 100.79 FEET TO A POINT OF INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE PROCEED ON SAID CURVE, AN ARC DISTANCE OF 44.91 FEET, THROUGH A CENTRAL ANGLE OF 85°46'04", (CHORD BEARING = SOUTH 25°29'55" WEST, CHORD = 40.83 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED SOUTH 68°22'57" WEST, A DISTANCE OF 162.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 50.00 FEET; THENCE PROCEED ON SAID CURVE, AN ARC DISTANCE OF 24.17 FEET, THROUGH A CENTRAL ANGLE OF 27°41'45", (CHORD BEARING = SOUTH 54°32'05" WEST, CHORD = 23.93 FEET); THENCE DEPARTING SAID CURVE, PROCEED NORTH 17°23'08" WEST, A DISTANCE OF 127.42 FEET; THENCE PROCEED NORTH 72°36'35" EAST, A DISTANCE OF 51.19 FEET; THENCE PROCEED NORTH 17°23'30" WEST, A DISTANCE OF 22.72 FEET; THENCE PROCEED NORTH 72°36'30" EAST, A DISTANCE OF 161.81 FEET TO THE POINT OF BEGINNING. CONTAINING 0.64 ACRES MORE OR LESS.

**EXHIBIT B**

(Attached to and forming a part of Declaration of Covenants,  
Conditions and Restrictions for Baytowne Wharf Neighborhood)

**LEGAL DESCRIPTION OF THE ADDITIONAL PROPERTY**



Declarant-  
Owned  
Additional  
Property:

# DESCRIPTION: (AS WRITTEN)

FL 713371 B 2402 P 480  
CO:WALTON ST:FL

LEGIBILITY UNSATISFACTORY  
FOR MICROFILMING

COMMENCE AT THE NORTHWEST POINT OF LOT 8033 OF THE REPLAT OF LEGEND CREEK AT SANDESTIN, AS RECORDED IN PLAT BOOK 11, PAGE 26 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF LEGEND CREEK DRIVE (RIGHT OF WAY VARIES); THENCE N 80°06'52" W ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 47.34 FEET TO A POINT OF INTERSECTION WITH THE CURVED EASTERLY RIGHT OF WAY LINE OF BAYTOWNE AVENUE (60 FOOT WIDE RIGHT OF WAY), CONCAVE EASTERLY AND HAVING A RADIUS OF 1880.08 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, PROCEED ON SAID CURVED EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 156.06 FEET, THROUGH A CENTRAL ANGLE OF 04°45'21" (CHORD BEARING = S 07°52'25" W, CHORD = 156.01 FEET) TO THE SOUTHWESTERLY CORNER OF SAID REPLAT OF LEGEND CREEK AT SANDESTIN; THENCE NORTH 84 DEGREES 30 MINUTES 15 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING ALSO BEING ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1940.08 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 39 MINUTES 47 SECONDS, AN ARC DISTANCE OF 124.04 FEET, (CHORD BEARING AND DISTANCE = SOUTH 03 DEGREES 39 MINUTES 51 SECONDS WEST, A DISTANCE OF 124.02 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1940.08 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 46 MINUTES 22 SECONDS, AN ARC DISTANCE OF 127.75 FEET, (CHORD BEARING AND DISTANCE = SOUTH 00 DEGREES 03 MINUTES 14 SECONDS EAST, A DISTANCE OF 127.73 FEET), TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1941.23 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14 DEGREES 24 MINUTES 54 SECONDS, AN ARC DISTANCE OF 488.40 FEET, (CHORD BEARING AND DISTANCE = SOUTH 09 DEGREES 09 MINUTES 06 SECONDS EAST, A DISTANCE OF 487.11 FEET); THENCE SOUTH 16 DEGREES 21 MINUTES 41 SECONDS EAST, A DISTANCE OF 229.31 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1607.28 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 17 MINUTES 53 SECONDS, AN ARC DISTANCE OF 92.52 FEET, (CHORD BEARING AND DISTANCE = SOUTH 14 DEGREES 42 MINUTES 45 SECONDS EAST, A DISTANCE OF 92.51 FEET), TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1607.28 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 31 MINUTES 34 SECONDS, AN ARC DISTANCE OF 98.91 FEET, (CHORD BEARING AND DISTANCE = SOUTH 11 DEGREES 18 MINUTES 05 SECONDS EAST, A DISTANCE OF 98.90 FEET); THENCE SOUTH 82 DEGREES 45 MINUTES 26 SECONDS WEST, A DISTANCE OF 347.56 FEET; THENCE NORTH 71 DEGREES 21 MINUTES 51 SECONDS WEST, A DISTANCE OF 10.09 FEET; THENCE SOUTH 81 DEGREES 26 MINUTES 04 SECONDS WEST, A DISTANCE OF 45.53 FEET; THENCE SOUTH 19 DEGREES 10 MINUTES 21 SECONDS WEST, A DISTANCE OF 45.02 FEET; THENCE NORTH 65 DEGREES 37 MINUTES 34 SECONDS WEST, A DISTANCE OF 89.67 FEET; THENCE NORTH 51 DEGREES 03 MINUTES 16 SECONDS WEST, A DISTANCE OF 30.26 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 32.89 FEET; THENCE NORTH 69 DEGREES 03 MINUTES 09 SECONDS WEST, A DISTANCE OF 43.10 FEET; THENCE NORTH 65 DEGREES 37 MINUTES 33 SECONDS WEST, A DISTANCE OF 10.02 FEET; THENCE NORTH 65 DEGREES 28 MINUTES 51 SECONDS WEST, A DISTANCE OF 40.49 FEET; THENCE NORTH 70 DEGREES 10 MINUTES 15 SECONDS WEST, A DISTANCE OF 34.44 FEET; THENCE NORTH 42 DEGREES 43 MINUTES 20 SECONDS WEST, A DISTANCE OF 64.72 FEET; THENCE NORTH 34 DEGREES 03 MINUTES 17 SECONDS WEST, A DISTANCE OF 41.99 FEET; THENCE SOUTH 80 DEGREES 03 MINUTES 56 SECONDS WEST, A DISTANCE OF 31.71 FEET; THENCE SOUTH 68 DEGREES 05 MINUTES 36 SECONDS WEST, A DISTANCE OF 26.87 FEET; THENCE SOUTH 84 DEGREES 57 MINUTES 24 SECONDS WEST, A DISTANCE OF 52.26 FEET; THENCE SOUTH 45 DEGREES 32 MINUTES 10 SECONDS WEST, A DISTANCE OF 53.26 FEET; THENCE SOUTH 22 DEGREES 13 MINUTES 36 SECONDS EAST, A DISTANCE OF 49.54 FEET; THENCE SOUTH 17 DEGREES 08 MINUTES 35 SECONDS WEST, A DISTANCE OF 190.76 FEET; THENCE SOUTH 29 DEGREES 08 MINUTES 22 SECONDS WEST, A DISTANCE OF 7.34 FEET; THENCE SOUTH 51 DEGREES 29 MINUTES 21 SECONDS WEST, A DISTANCE OF 23.61 FEET; THENCE NORTH 39 DEGREES 07 MINUTES 44 SECONDS WEST, A DISTANCE OF 2.47 FEET TO POINT A, BEING AT THE WATERS EDGE OF CHOCTAWHATCHEE BAY, THENCE RETURN TO THE POINT OF BEGINNING; THENCE ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1940.08 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04 DEGREES 45 MINUTES 21 SECONDS, AN ARC DISTANCE OF 161.04 FEET, (CHORD BEARING AND DISTANCE = NORTH 07 DEGREES 52 MINUTES 25 SECONDS EAST, A DISTANCE OF 160.99 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1940.08 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 36 MINUTES 34 SECONDS, AN ARC DISTANCE OF 20.64 FEET, (CHORD BEARING AND DISTANCE = NORTH 10 DEGREES 33 MINUTES 23 SECONDS EAST, A DISTANCE OF 20.64 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1940.08 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 36 MINUTES 35 SECONDS, AN ARC DISTANCE OF 20.64 FEET, (CHORD BEARING AND DISTANCE = NORTH 11 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 20.64 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1940.08 FEET; THENCE ON THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 09 MINUTES 55 SECONDS, AN ARC DISTANCE OF 5.60 FEET, (CHORD BEARING AND DISTANCE = NORTH 11 DEGREES 33 MINUTES 12 SECONDS EAST, A DISTANCE OF 5.60 FEET); THENCE NORTH 48 DEGREES 51 MINUTES 43 SECONDS WEST, A DISTANCE OF 976.35 FEET; THENCE NORTH 59 DEGREES 10 MINUTES 59 SECONDS WEST, A DISTANCE OF 145.75 FEET; THENCE SOUTH 61 DEGREES 44 MINUTES 35 SECONDS WEST, A DISTANCE OF 18.48 FEET; THENCE NORTH 86 DEGREES 20 MINUTES 05 SECONDS WEST, A DISTANCE OF 53.17 FEET; THENCE NORTH 26 DEGREES 36 MINUTES 13 SECONDS WEST, A DISTANCE OF 57.58 FEET; THENCE SOUTH 54 DEGREES 05 MINUTES 15 SECONDS WEST, A DISTANCE OF 43.31 FEET; THENCE NORTH 63 DEGREES 24 MINUTES 38 SECONDS WEST, A DISTANCE OF 89.38 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 19 SECONDS EAST, A DISTANCE OF 126.57 FEET; THENCE NORTH 30 DEGREES 55 MINUTES 07 SECONDS EAST, A DISTANCE OF 90.17 FEET; THENCE NORTH 30 DEGREES 55 MINUTES 07 SECONDS EAST, A DISTANCE OF 10.06 FEET; THENCE NORTH 30 DEGREES 55 MINUTES 07 SECONDS EAST, A DISTANCE OF 51.60 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 07 SECONDS WEST, A DISTANCE OF 219.00 FEET TO POINT B, BEING A POINT ON THE WATERS EDGE OF CHOCTAWHATCHEE BAY, THENCE MEANDER ALONG THE AFORE SAID WATERS EDGE SOUTHWESTERLY, SOUTH AND SOUTHEASTERLY A DISTANCE OF 3011 FEET MORE OR LESS TO POINT A. PARCEL CONTAINS 51.39 ACRES.

# less and Except the following property:

FL 713371 B 2402 P 481

CO:WALTON

ST:FL

## THE GRAND SANDESTIN CONDOMINIUM

COMMENCE AT THE NORTHWEST POINT OF LOT 8033 OF THE REPLAT OF LEGEND CREEK AT SANDESTIN, AS RECORDED IN PLAT BOOK 11, PAGE 26 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF LEGEND CREEK DRIVE (RIGHT OF WAY VARIES); THENCE N 80°06'52" W ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 47.34 FEET TO A POINT OF INTERSECTION WITH THE CURVED EASTERLY RIGHT OF WAY LINE OF BAYTOWNE AVENUE (60 FOOT WIDE RIGHT OF WAY), CONCAVE EASTERLY AND HAVING A RADIUS OF 1880.08 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, PROCEED ON SAID CURVED EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 156.06 FEET THROUGH A CENTRAL ANGLE OF 04°45'21", (CHORD BEARING = S 07°52'25" W, CHORD = 156.01 FEET) TO THE SOUTHWESTERLY CORNER OF SAID REPLAT OF LEGEND CREEK AT SANDESTIN; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, PROCEED N 84°30'15" W, A DISTANCE OF 145.19 FEET; THENCE PROCEED SOUTH 72°36'30" WEST, A DISTANCE OF 155.45; THENCE NORTH 17 DEGREES 23 MINUTES 28 SECONDS WEST, A DISTANCE OF 157.00 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 32 SECONDS WEST, A DISTANCE OF 53.67 FEET; THENCE SOUTH 15 DEGREES 24 MINUTES 17 SECONDS EAST, A DISTANCE OF 14.43 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 32 SECONDS WEST, A DISTANCE OF 20.83 FEET; THENCE NORTH 17 DEGREES 23 MINUTES 28 SECONDS WEST, A DISTANCE OF 44.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 23 MINUTES 28 SECONDS WEST, A DISTANCE OF 406.58 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 32 SECONDS WEST, A DISTANCE OF 124.83 FEET; THENCE SOUTH 17 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 58.75 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 32 SECONDS WEST, A DISTANCE OF 10.83 FEET; THENCE SOUTH 17 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 131.58 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 32 SECONDS WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 17 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 135.00 FEET; THENCE NORTH 72 DEGREES 36 MINUTES 32 SECONDS EAST, A DISTANCE OF 4.50 FEET; THENCE SOUTH 17 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 81.25 FEET; THENCE NORTH 72 DEGREES 36 MINUTES 32 SECONDS EAST, A DISTANCE OF 35.84 FEET; THENCE SOUTH 17 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 4.17 FEET; THENCE NORTH 72 DEGREES 36 MINUTES 32 SECONDS EAST, A DISTANCE OF 33.67 FEET; THENCE NORTH 17 DEGREES 23 MINUTES 28 SECONDS WEST, A DISTANCE OF 4.17 FEET; THENCE NORTH 72 DEGREES 36 MINUTES 32 SECONDS EAST, A DISTANCE OF 73.67 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. SAID PARCEL CONTAINING 1.30 ACRES, MORE OR LESS. [95639.84 SQUARE FEET]

Together with the following described Grand Sandestin  
Development Company - Owned Additional Property:

**THE GRAND SANDESTIN CONDOMINIUM**

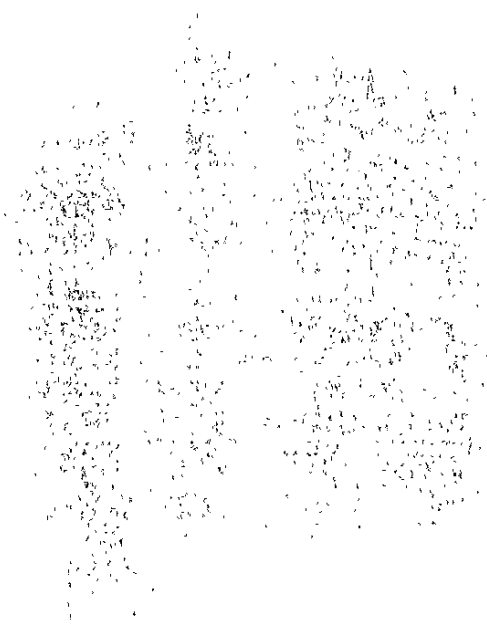
COMMENCE AT THE NORTHWEST POINT OF LOT 8033 OF THE REPLAT OF LEGEND CREEK AT SANDESTIN, AS RECORDED IN PLAT BOOK 11, PAGE 26 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF LEGEND CREEK DRIVE (RIGHT OF WAY VARIES); THENCE N 80°06'52" W ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 47.34 FEET TO A POINT OF INTERSECTION WITH THE CURVED EASTERLY RIGHT OF WAY LINE OF BAYTOWNE AVENUE (60 FOOT WIDE RIGHT OF WAY), CONCAVE EASTERLY AND HAVING A RADIUS OF 1880.08 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, PROCEED ON SAID CURVED EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 156.06 FEET THROUGH A CENTRAL ANGLE OF 04°45'21", (CHORD BEARING = S 07°52'25" W, CHORD = 156.01 FEET) TO THE SOUTHWESTERLY CORNER OF SAID REPLAT OF LEGEND CREEK AT SANDESTIN; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, PROCEED N 84°30'15" W, A DISTANCE OF 145.19 FEET; THENCE PROCEED SOUTH 72°36'30" WEST, A DISTANCE OF 155.45; THENCE NORTH 17 DEGREES 23 MINUTES 28 SECONDS WEST, A DISTANCE OF 157.00 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 32 SECONDS WEST, A DISTANCE OF 53.67 FEET; THENCE SOUTH 15 DEGREES 24 MINUTES 17 SECONDS EAST, A DISTANCE OF 14.43 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 32 SECONDS WEST, A DISTANCE OF 20.83 FEET; THENCE NORTH 17 DEGREES 23 MINUTES 28 SECONDS WEST, A DISTANCE OF 44.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 23 MINUTES 28 SECONDS WEST, A DISTANCE OF 406.58 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 32 SECONDS WEST, A DISTANCE OF 124.83 FEET; THENCE SOUTH 17 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 58.75 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 32 SECONDS WEST, A DISTANCE OF 10.83 FEET; THENCE SOUTH 17 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 131.58 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 32 SECONDS WEST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 17 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 135.00 FEET; THENCE NORTH 72 DEGREES 36 MINUTES 32 SECONDS EAST, A DISTANCE OF 4.50 FEET; THENCE SOUTH 17 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 81.25 FEET; THENCE NORTH 72 DEGREES 36 MINUTES 32 SECONDS EAST, A DISTANCE OF 35.84 FEET; THENCE SOUTH 17 DEGREES 23 MINUTES 28 SECONDS EAST, A DISTANCE OF 4.17 FEET; THENCE NORTH 72 DEGREES 36 MINUTES 32 SECONDS EAST, A DISTANCE OF 33.67 FEET; THENCE NORTH 17 DEGREES 23 MINUTES 28 SECONDS WEST, A DISTANCE OF 4.17 FEET; THENCE NORTH 72 DEGREES 36 MINUTES 32 SECONDS EAST, A DISTANCE OF 73.67 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. SAID PARCEL CONTAINING 1.30 ACRES, MORE OR LESS. [95639.84 SQUARE FEET]

Together with any other lands located within the Sandestin  
DRI, lying adjacent to the Declarant's Property, the Stand  
Along Property or the above-described Additional Property

**EXHIBIT C**

(Attached to and forming a part of Declaration of Covenants,  
Conditions and Restrictions for Baytowne Wharf Neighborhood)

**LEGAL DESCRIPTION OF THE GATEWAY DEVELOPMENT PROPERTY**  
**[Gateway and Le Jardin]**



LEGAL DESCRIPTION: GATEWAY CONDOMINIUM

COMMENCE AT THE NORTHWEST POINT OF LOT 8033 OF THE REPLAT OF LEGEND CREEK AT SANDESTIN, AS RECORDED IN PLAT BOOK 11, PAGE 26 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF LEGEND CREEK DRIVE (RIGHT OF WAY VARIES); THENCE N 80°06'52" W ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 47.34 FEET TO A POINT OF INTERSECTION WITH THE CURVED EASTERLY RIGHT OF WAY LINE OF BAYTOWNE AVENUE (60 FOOT WIDE RIGHT OF WAY), CONCAVE EASTERLY AND HAVING A RADIUS OF 1880.08 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, PROCEED ON SAID CURVED EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 156.06 FEET THROUGH A CENTRAL ANGLE OF 04°45'21", (CHORD BEARING = S 07°52'25" W, CHORD = 156.01 FEET) TO THE SOUTHWESTERLY CORNER OF SAID REPLAT OF LEGEND CREEK AT SANDESTIN; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, PROCEED N 84°30'15" W, A DISTANCE OF 159.95 FEET; THENCE S 72°36'30" W, A DISTANCE OF 82.22 FEET TO THE POINT OF BEGINNING; THENCE S 17°23'29" E, A DISTANCE OF 30.91 FEET; THENCE S 72°36'31" W, A DISTANCE OF 17.63 FEET; THENCE S 17°23'29" E, A DISTANCE OF 14.58 FEET; THENCE N 72°36'31" E, A DISTANCE OF 39.83 FEET; THENCE S 17°23'29" E, A DISTANCE OF 72.67 FEET; THENCE N 72°36'31" E, A DISTANCE OF 13.67 FEET; THENCE S 17°23'29" E, A DISTANCE OF 221.39 FEET; THENCE S 27°36'31" W, A DISTANCE OF 105.57 FEET; THENCE S 72°36'31" W, A DISTANCE OF 74.41 FEET; THENCE S 17°23'29" E, A DISTANCE OF 290.79 FEET; THENCE S 72°36'31" W, A DISTANCE OF 110.50 FEET; THENCE N 17°23'29" W, A DISTANCE OF 238.85 FEET; THENCE N 72°23'31" W, A DISTANCE OF 87.12 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 33.72 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 81°32'54", AN ARC DISTANCE OF 47.99 FEET, (CHORD BEARING = N 72°23'29" W, CHORD = 44.04 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 17°23'29" W, A DISTANCE OF 338.51 FEET; THENCE N 72°36'31" E, A DISTANCE OF 29.63 FEET; THENCE N 17°23'29" W, A DISTANCE OF 2.30 FEET; THENCE N 72°36'31" E, A DISTANCE OF 5.04 FEET; THENCE N 17°23'30" W, A DISTANCE OF 50.11 FEET; THENCE N 72°36'30" E, A DISTANCE OF 187.65 FEET; THENCE N 17°23'30" W, A DISTANCE OF 64.11 FEET; THENCE N 72°36'30" E, A DISTANCE OF 40.00 FEET; THENCE S 17°23'30" E, A DISTANCE OF 64.11 FEET; THENCE N 72°36'30" E, A DISTANCE OF 68.80 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED. SAID PARCEL LYING IN SECTION 23, TOWNSHIP 2 SOUTH, RANGE 21 WEST, WALTON COUNTY, FLORIDA, AND CONTAINING 4.15 ACRES.



Together with the following property:

**DESCRIPTION - LE JARDIN CONDOMINIUM (AS WRITTEN):**

COMMENCE AT THE NORTHWEST POINT OF LOT 8033 OF THE REPLAT OF LEGEND CREEK AT SANDESTIN, AS RECORDED IN PLAT BOOK 11, PAGE 26 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF LEGEND CREEK DRIVE (RIGHT OF WAY VARIES); THENCE N 80°06'52" W ON SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 47.34 FEET TO A POINT OF INTERSECTION WITH THE CURVED EASTERLY RIGHT OF WAY LINE OF BAYTOWNE AVENUE (60 FOOT WIDE RIGHT OF WAY), CONCAVE EASTERLY AND HAVING A RADIUS OF 1880.08 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, PROCEED ON SAID CURVED EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 156.06 FEET THROUGH A CENTRAL ANGLE OF 04°45'21", (CHORD BEARING = S 07°52'25" W, CHORD = 156.01 FEET) TO THE SOUTHWESTERLY CORNER OF SAID REPLAT OF LEGEND CREEK AT SANDESTIN; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, PROCEED N 84°30'15" W, A DISTANCE OF 159.95 FEET; THENCE S 72°36'30" W, A DISTANCE OF 151.02 FEET; THENCE N 17°23'30" W, A DISTANCE OF 64.11 FEET; THENCE S 72° 36'30" W, A DISTANCE OF 40.00 FEET; THENCE S 17° 23'30" E, A DISTANCE OF 64.11 FEET; THENCE S 72°36'30" W, A DISTANCE OF 187.85 FEET; THENCE S 17°23'30" E, A DISTANCE OF 5.74 FEET; THENCE S 72°36'30" W, A DISTANCE OF 63.39 FEET; THENCE S 17°23'30" E, A DISTANCE OF 86.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 17°23'30" E, A DISTANCE OF 162.54 FEET; THENCE S 72°36'30" W, A DISTANCE OF 151.61 FEET; THENCE S 17°23'30" E, A DISTANCE OF 22.72 FEET; THENCE S 72°36'30" W, A DISTANCE OF 55.92 FEET; THENCE N 17°23'30" W, A DISTANCE OF 162.64 FEET; THENCE N 12°43'46" E, A DISTANCE OF 19.01 FEET; THENCE N 60°59'38" E, A DISTANCE OF 23.97 FEET; THENCE N 51°52'56" E, A DISTANCE OF 3.83 FEET; THENCE N 72°36'30" E, A DISTANCE OF 170.93 FEET TO THE POINT OF BEGINNING. SAID PARCEL LYING IN SECTION 23, TOWNSHIP 2 SOUTH, RANGE 21 WEST, WALTON COUNTY, FLORIDA, AND CONTAINING 0.84 ACRES.

**EXHIBIT D**

(Attached to and forming a part of Declaration of Covenants,  
Conditions and Restrictions for Baytowne Wharf Neighborhood)

**LEGAL DESCRIPTION OF THE STAND ALONE DEVELOPMENT PROPERTY**



**FISHERMAN'S VILLAGE CONDOMINIUM**

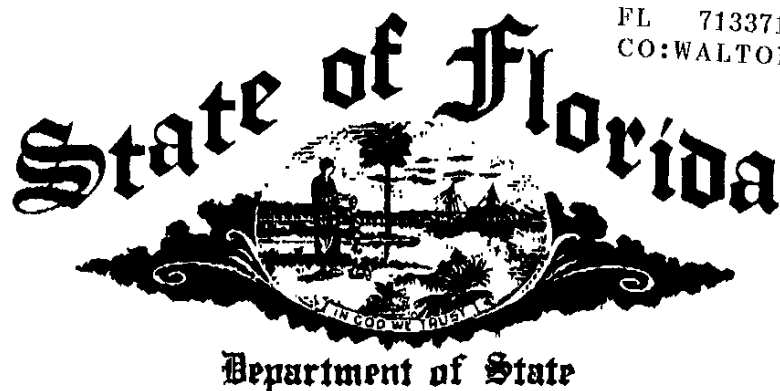
A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 2 SOUTH, RANGE 21 WEST, WALTON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST POINT OF LOT 8033 OF THE REPLAT OF LEGEND CREEK AT SANDESTIN, AS RECORDED IN PLAT BOOK 11, AT PAGE 26 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF LEGEND CREEK DRIVE (RIGHT-OF-WAY VARIES); THENCE NORTH 80 DEGREES 06 MINUTES 52 SECONDS WEST ON SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 47.34 FEET TO A POINT OF INTERSECTION WITH THE CURVED EASTERLY RIGHT-OF-WAY LINE OF BAYTOWNE AVENUE (60 FOOT WIDE RIGHT-OF-WAY), BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 1880.08 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, PROCEED ON SAID CURVED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 156.06 FEET THROUGH A CENTRAL ANGLE OF 04 DEGREES 45 MINUTES 21 SECONDS, (CHORD BEARING = SOUTH 07 DEGREES 52 MINUTES 25 SECONDS WEST, CHORD = 156.01 FEET) TO THE SOUTHWESTERLY CORNER OF SAID REPLAT OF LEGEND CREEK AT SANDESTIN; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, PROCEED NORTH 84 DEGREES 30 MINUTES 15 SECONDS WEST, A DISTANCE OF 145.19 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 30 SECONDS WEST, A DISTANCE OF 450.98 FEET; THENCE SOUTH 17 DEGREES 23 MINUTES 08 SECONDS EAST, A DISTANCE OF 249.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 17 DEGREES 23 MINUTES 08 SECONDS EAST, A DISTANCE OF 100.79 FEET TO A POINT OF INTERSECTION WITH A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE PROCEED ON SAID CURVE, AN ARC DISTANCE OF 44.91 FEET, THROUGH A CENTRAL ANGLE OF 85°46'04", (CHORD BEARING = SOUTH 25°29'55" WEST, CHORD = 40.83 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE PROCEED SOUTH 68°22'57" WEST, A DISTANCE OF 162.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, AND HAVING A RADIUS OF 50.00 FEET; THENCE PROCEED ON SAID CURVE, AN ARC DISTANCE OF 24.17 FEET, THROUGH A CENTRAL ANGLE OF 27°41'45", (CHORD BEARING = SOUTH 54°32'05" WEST, CHORD = 23.93 FEET); THENCE DEPARTING SAID CURVE, PROCEED NORTH 17°23'08" WEST, A DISTANCE OF 127.42 FEET; THENCE PROCEED NORTH 72°36'35" EAST, A DISTANCE OF 51.19 FEET; THENCE PROCEED NORTH 17°23'30" WEST, A DISTANCE OF 22.72 FEET; THENCE PROCEED NORTH 72°36'30" EAST, A DISTANCE OF 161.81 FEET TO THE POINT OF BEGINNING. CONTAINING 0.64 ACRES MORE OR LESS.

**EXHIBIT E**

(Attached to and forming a part of Declaration of Covenants,  
Conditions and Restrictions for Baytowne Wharf Neighborhood)

**ARTICLES OF INCORPORATION OF THE  
NEIGHBORHOOD ASSOCIATION**

[Attached hereto]



FL 713371 B 2402 P 489  
CO:WALTON ST:FL

I certify the attached is a true and correct copy of the Articles of Incorporation of BAYTOWNE WHARF NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation, filed on May 3, 2002, as shown by the records of this office.

The document number of this corporation is N02000003333.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Third day of May, 2002



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

**ARTICLES OF INCORPORATION  
OF  
BAYTOWNE WHARF NEIGHBORHOOD ASSOCIATION, INC.**

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with powers set forth herein. All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for Baytowne Wharf Neighborhood to be recorded in the public records of Walton County, Florida, as it may be modified and supplemented from time to time ("Declaration").

**ARTICLE I - NAME**

The name of the corporation is BAYTOWNE WHARF NEIGHBORHOOD ASSOCIATION, INC., hereinafter referred to as the "Neighborhood Association."

**ARTICLE II - REGISTERED AGENT**

The name and address of the Registered Agent of the Neighborhood Association is:

Jim Boivin  
9300 Emerald Coast Parkway West  
Sandestin, Florida 32550-7268

**ARTICLE III - PRINCIPAL OFFICE**

The principal office of the Neighborhood Association shall be located at 9300 Emerald Coast Parkway West, Sandestin, Florida 32550-7268; but the Neighborhood Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Executive Board.

**ARTICLE IV - PURPOSE AND POWERS**

The Neighborhood Association does not contemplate pecuniary gain or profit to its members ("Members"). The specific purposes for which it is formed are to operate as a corporation-not-for-profit pursuant to Chapter 617, Florida Statutes and to provide for the maintenance, preservation and use of those tracts of land described in the Declaration ("Property"), as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of this Neighborhood Association, who shall be the Owners of the Residential Units, Non-Residential Units and the Resort Parcel. For such purposes, the Neighborhood Association shall have and exercise the authority and powers to have and to exercise any and all powers, rights and privileges which a not for profit corporation organized under the laws of the State of Florida may now or hereafter have or exercise, and to perform all of the duties and obligations of the Neighborhood Association as set forth in the Declaration (which is incorporated herein by this reference as if set forth in detail), as the same may be amended from time to time as therein provided, as well as in the provisions of these Articles and the Bylaws.

All of the Neighborhood Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Neighborhood Association shall inure to the benefit of any individual Member or any other person. The Neighborhood Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Neighborhood

Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Neighborhood Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, federal and state law. In addition, the Executive Board shall also have the right to exercise the powers and duties set forth in the Bylaws.

#### ARTICLE V - MEMBERSHIP

(1) Every person or entity who is record owner of a fee or undivided fee interest in any Residential Unit, Non-Residential Unit or Resort Parcel, including Intrawest Sandestin Company, L.L.C., a Delaware limited liability company ("Declarant") and contract sellers, shall be Members of the Neighborhood Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Residential Unit, Non-Residential Unit and Resort Parcel which is subject to assessment by the Neighborhood Association.

(2) The transfer of the membership of any Owner shall be established by the recording in the public records of Walton County of a deed or other instrument establishing a transfer of record title to any Residential Units, Non-Residential Units or Resort Parcel for which membership has already been established and the payment of the Real Estate Transfer Assessment, in the manner more fully set forth in the Declaration. Upon such recordation and payment of the Real Estate Transfer Assessment, the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Neighborhood Association shall not be obligated to recognize such a transfer of membership until such time as the Neighborhood Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Residential Unit, Non-Residential Unit or Resort Parcel and the payment of the Real Estate Transfer Assessment. It shall be the responsibility and obligation of the former and new Owner of the Residential Unit, Non-Residential Unit or Resort Parcel to provide such copy to the Neighborhood Association.

(3) The interest of a Member in the funds and assets of the Neighborhood Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Residential Unit, Non-Residential Unit or Resort Parcel owned by such Member.

#### ARTICLE VI - VOTING RIGHTS

(1) There shall be three classes of voting in the Neighborhood Association:

- a). Votes allocated to Residential Units;
- b). Votes allocated to Non-Residential Units; and
- c). Votes allocated to the Resort Parcel.

(2) The votes allocated to a Residential Unit, Non-Residential Unit, or Resort Parcel shall be held by the Owner(s) of such Residential Unit, Non-Residential Unit, or Resort Parcel, as the case may be, and may not be separated from the Residential Unit, Non-Residential Unit, or Resort Parcel to which the votes are allocated.

(3) Notwithstanding the terms and conditions of paragraph 2 above, the Owner of a Residential Unit, Non-Residential Unit, or Resort Parcel may appoint an agent to vote the votes allocated to the Owner's Residential Unit, Non-Residential Unit, or Resort Parcel by a duly executed proxy, in such form as the Neighborhood Association may reasonably require, timely delivered to the Neighborhood Association.

(4) Class voting shall be allowed for the election of Residential Directors, Non-Residential Directors and the Resort Director pursuant to Article VII below, but for no other purpose.

(5) Cumulative voting shall not be allowed in the election of directors or for any other purposes.

(6) There shall be no votes allocated to that portion of any Unit that is a Community Facility or an Employee Housing Unit.

(7) Residential Voting.

a). Each Residential Unit shall be allocated one vote, regardless of the number of Owners of that Residential Unit. Fractional voting shall not be allowed for a vote allocated to a Residential Unit. If the Owners of a Residential Unit cannot agree among themselves as to how to cast their vote on a particular matter, the votes cast by such Owners on such matter shall not be counted. If any Owner of a Residential Unit casts the vote for that Residential Unit, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners of that Residential Unit, unless an Owner of that Residential Unit makes an objection thereto to the Person presiding over the meeting when the vote is cast. If more than one vote is cast for any Residential Unit, none of such votes shall be counted.

b). Notwithstanding the terms and conditions of subparagraph 7(a) above, if a Residential Unit is owned in Time Share Estates, fractional voting shall be allowed for the vote allocated to that Residential Unit. In that case, the vote allocated to a Residential Unit shall be allocated proportionally among the Time Share Estates. Each Time Share Estate shall be allocated a fraction of the vote, the numerator of which is the number of weeks the Owner is permitted to use the Residential Unit as the Owner of the Time Share Estate, and the denominator of which is the total number of weeks that all Owners of the Time Share Estate in that Residential Unit are permitted to use the Residential Unit.

c). Except as set forth in subparagraph 7(d) below, in any election of Residential Directors, the Owner of a Residential Unit shall have a number of votes equal to the number of Residential Directors for which that Owner may vote by virtue of its ownership of that Residential Unit. However, as stated in paragraph 5 above, cumulative voting is not allowed in the election of Directors or for any other purpose.

d). If a Residential Unit is owned in Time Share Estates, the Owner of a Time Share Estate shall have, in any election of Residential Directors, a number of votes equal to the product obtained by multiplying:

(i) the fraction of a vote allocated to that Time Share Estate pursuant to paragraph 7(b) above; by

(ii) the number of Residential Directors for which the Owner may vote by virtue of its ownership of the Time Share Estate.



(8) Non-Residential Voting.

- a). Each Non-Residential Unit shall be allocated a number of votes equal to the quotient (rounded to the nearest 1/100<sup>th</sup>) obtained by dividing:
  - (i) the Area of that Non-Residential Unit (as determined by the Neighborhood Association in its sole discretion in accordance with the definition of Area in the Declaration ); by
  - (ii) 500, regardless of the number of Owners of that Non-Residential Unit.
- b). The Owner of a Non-Residential Unit may appoint one or more of its lessees in that Non-Residential Unit as its agent to vote all or any portion of the votes allocated to that Non-Residential Unit by proxy in accordance with the terms and conditions of paragraph 3 above. In that regard, fractional voting shall be allowed for the votes allocated to a Non-Residential Unit. Notwithstanding the foregoing, if more votes are cast for a Non-Residential Unit than are allocated to that Non-Residential Unit, none of such votes shall be counted.
- c). In any election of Directors, in which the Owner of a Non-Residential Unit may vote as described in subparagraph 8(a) above, the Owner of a Non-Residential Unit shall have a number of votes equal to the product obtained by multiplying:
  - (i) the number of votes allocated to that Non-Residential Unit; by
  - (ii) the number of Directors for which Owner may vote by virtue of its ownership of that Non-Residential Unit.

(9) Resort Parcel Voting.

- a). The Resort Owner shall be allocated one vote, regardless of the number of Resort Owners. If the Resort Owners cannot agree among themselves as to how to cast their vote on a particular matter, the vote on that matter shall not be counted. If any Resort Owner casts the vote for the Resort Parcel, it will thereafter be presumed for all purposes that the Resort Owner was acting with the consent and authority of all other Resort Owners, unless a Resort Owner makes an objection thereto to the Person presiding over the meeting when the votes are cast. If the Resort Owners cast more votes than are allocated to the Resort Parcel, none of such votes shall be counted.
- b). In any election of Directors, the Resort Owner shall have a number of votes equal to the product obtained by multiplying:
  - (i) one; by
  - (ii) the number of Directors for which the Resort Owner may vote by virtue of its ownership of the Resort Parcel.

ARTICLE VII - EXECUTIVE BOARD

(1) The affairs of this Association shall be managed by an Executive Board, who shall be Members of the Association, provided, however, that until expiration of the Declarant Control Period, the Directors need not be Members of the Association. The names and address of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

<u>Name</u>	<u>Address</u>
Jim Boivin	9300 Emerald Coast Parkway Sandestin, Florida 32550-7268
Rob Babcock	9300 Emerald Coast Parkway Sandestin, Florida 32550-7268
Connie Wynne	9300 Emerald Coast Parkway Sandestin, Florida 32550-7268
Mark Mathews	9300 Emerald Coast Parkway Sandestin, Florida 32550-7268
Mike Stange	9300 Emerald Coast Parkway Sandestin, Florida 32550-7268

(2) Declarant Control Period.

a). Subject to the terms and conditions of paragraph 2(b) and (c) below, but notwithstanding anything else to the contrary contained in this Declaration or in any other Neighborhood Association Document, Declarant shall have the exclusive right to appoint and remove all Officers and Directors during the Declaration Control Period. The term "Declarant Control Period" means the period commencing on the date on which Declarant forms the Neighborhood Association and ending on the date that is the earlier of (i) three months after 90 percent of the Units in all phases of Baytowne Wharf Neighborhood that will ultimately be operated by the Neighborhood Association have been conveyed to Owners, (ii) or 10 years after the date of recording of this Declaration. At the expiration of the Declarant Control Period (i) the Directors shall be elected in the manner set forth in Article VI and the Bylaws, and (ii) Declarant shall make the deliveries to the Executive Board required pursuant to Section 617.307(3) of the Florida Statutes.

b). Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one Non-Residential Director to the Executive Board as long as Declarant holds for sale, in the ordinary course of business, at least five percent of the Units in all phases of Baytowne Wharf Neighborhood.

c). Declarant may voluntarily surrender its right to appoint and remove Officers and Directors prior to the expiration of the Declarant Control Period, but, in that event, Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Neighborhood Association or the Executive Board, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

(3) Number of Directors.

The Executive Board shall consist of the following five Directors:

- a). two Directors elected by and representing Owners of Residential Units (the "Residential Directors");
- b). two Directors elected by and representing the Owners of Non-Residential Units (the "Non-Residential Directors"); and
- c). one Director appointed by and representing the Owner of the Resort Parcel (the "Resort Director").

ARTICLE VIII - TERM OF EXISTENCE

This corporation shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

ARTICLE IX - DISSOLUTION

The Neighborhood Association may be dissolved with the assent given in writing and signed by not less than eighty percent (80%) of the Members. Upon dissolution of the Neighborhood Association, other than incident to a merger or consolidation, the assets of the Neighborhood Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Neighborhood Association as created, or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

ARTICLE X - OFFICERS

Subject to the direction of the Executive Board, the affairs of this Neighborhood Association shall be administered by its officers, as designated in the Bylaws of this Neighborhood Association. Said officers shall be elected annually by the Executive Board. The names and addresses of the officers who shall serve until the first annual meeting of the Executive Board are:

<u>Name and Title</u>	<u>Address</u>
Jim Boivin President	9300 Emerald Coast Parkway West Sandestin, Florida 32550-7268
Mark Mathews Vice President	9300 Emerald Coast Parkway West Sandestin, Florida 32550-7268
Connie Wynne Secretary/Treasurer	9300 Emerald Coast Parkway West Sandestin, Florida 32550-7268

ARTICLE XI- BYLAWS

The Bylaws of this Neighborhood Association shall be adopted by the first Executive Board, which Bylaws may be altered, amended, modified or appealed in the manner set forth in the Bylaws.

#### ARTICLE XII - AMENDMENTS

Until expiration of the Declarant Control Period, Declarant reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any Member or institutional Mortgagee. Thereafter, the Neighborhood Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of Owners of eighty percent (80%) of the votes of all Residential and Non-Residential Units and Resort Parcel, or the approval of persons holding eighty percent of the votes at a duly noticed meeting at which a quorum is present in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After expiration of the Declarant Control Period, the consent of any institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

#### ARTICLE XIII - INDEMNIFICATION

This Neighborhood Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Neighborhood Association to obtain and keep in force a policy of officers' and directors' liability insurance.

#### ARTICLE XIV - SUBSCRIBER

The name and address of the Subscriber of the corporation is:

Jim Boivin  
9300 Emerald Coast Parkway West  
Sandestin, Florida 32550-7268

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, for the purpose of forming this Neighborhood Association under the laws of the State of Florida, the undersigned has executed these Articles of Incorporation this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name:\_\_\_\_\_

\_\_\_\_\_  
Jim Boivin

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by Jim Boivin, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public, State of Florida

Print Name:\_\_\_\_\_

My Commission Expires:\_\_\_\_\_

Commission Number:\_\_\_\_\_

CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS  
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Baytowne Wharf Neighborhood Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in Destin, County of Walton, State of Florida, has named Jim Boivin, whose address is 9300 Highway 98 West, Destin, Florida 32541, as its agent to accept service of process within Florida.

\_\_\_\_\_, Secretary

Connie Wynne

Date: \_\_\_\_\_

Having been named to accept service of process for the above stated corporation, at the place designated in the certificate, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

\_\_\_\_\_  
Jim Boivin

Date: \_\_\_\_\_

**EXHIBIT F**

(Attached to and forming a part of Declaration of Covenants,  
Conditions and Restrictions for Baytowne Wharf Neighborhood)

**BYLAWS OF THE NEIGHBORHOOD ASSOCIATION**

[Attached hereto]

**BYLAWS  
OF  
BAYTOWNE WHARF NEIGHBORHOOD ASSOCIATION, INC.**

**ARTICLE I - NAME AND LOCATION**

The name of the corporation is BAYTOWNE WHARF NEIGHBORHOOD ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 9300 Emerald Coast Parkway West, Sandestin, Florida 32550-7268, but meetings of Members and directors may be held at such places within Walton County, Florida, as may be designated by the Executive Board.

**ARTICLE II - DEFINITIONS**

All capitalized terms set forth herein, except as specifically set forth herein, shall have the same meaning and definition as set forth in the Declaration of Easements, Covenants, Conditions and Restrictions for Baytowne Wharf Neighborhood to be recorded in the public records of Walton County, Florida, as such may be modified and supplemented from time to time ("Declaration").

**ARTICLE III - MEETING OF MEMBERS**

Section 1. Annual Meetings. The regular meetings of the members of the Association ("Members") shall be held on a designated day of February, unless changed by the Executive Board, of each year hereafter, at the hour designated by the Executive Board in the notice provided hereinbelow.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Executive Board, or upon written request of the Members who are entitled to vote one-tenth (1/10) of all of the votes allocated to all Members of the Association. Business conducted at a special meeting is limited to the purposes described in the meeting notice.

Section 3. Notice of Meeting.

(a) Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting by hand delivery to each Unit or Resort Parcel, or by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association for the purpose of notice, at least fifteen (15) days but no more than ninety (90) days before such meeting, to each Member entitled to vote thereat. Said notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. If mailed, the notice shall be addressed to the Member's address last appearing in the books of the Association for the purpose of notice, or to the last address supplied by the Member to the Association.

(b) Any Member may waive such notice by a writing signed by such Member, and such waiver, when filed in the records of the Association before, at or after the holding of the meeting, shall constitute notice to such Member. Attendance of a Member at a meeting, either in person or by proxy, constitutes waiver of notice and waiver of any and all objection to the place of meeting, the time of meeting, or the manner in which it has been called or convened, unless the Member attends the meeting solely for the purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs.



Section 4. Voting. Members shall be entitled to such votes as more fully set forth in the Articles. Matters shall be deemed approved if approved by a majority of votes represented at a duly noticed meeting at which a quorum is present in person or by proxy.

Decisions, other than election of Directors, that require a vote of the Members must be made by the concurrence of Members holding at least a majority of the votes present in person or by proxy, represented at a meeting at which a quorum has been attained in person or by proxy.

Section 5. Quorum. The presence at the meeting of Members or proxies entitled to vote twenty percent (20%) of the votes of Membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be dated, state the date, time, and place of the meeting for which it was given and be signed by the person authorized to give the proxy. A proxy may permit the holder to appoint in writing a substitute holder. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the Member who executes it. Proxies need not be notarized.

Section 7. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted, the meeting and vote may be dispensed with if the applicable percentage of the Members who would have been required to vote upon the action if such meeting were held, shall consent in writing to such action being taken. Any such consent shall be distributed in accordance with the rules and regulations adopted by the Executive Board and an executed copy shall be placed in the minute book.

Section 8. Order of Business. The order of business at the annual meeting of Members shall be as follows:

- a. Call to order
- b. Calling of the roll and certifying proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of unapproved minutes
- e. Election or appointment of inspectors of election
- f. Nomination and election of Executive Board
- g. Reports
- h. Unfinished business
- i. Adjournment.

Section 9. Adjournment. The adjournment of an annual or special meeting to a different date, time or place must be announced at that meeting before adjournment is taken or notice must be given of the new time, date or place in the same manner as notice is given for such meeting. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

#### ARTICLE IV - EXECUTIVE BOARD

Section 1. Number of Directors. The affairs of the Association shall be managed by a Executive Board of five (5) Directors, who shall be Members of the Association; provided, however,

that until the Declarant Control Period has expired the Directors need not be Members of the Association. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles of Incorporation of the Association and herein.

Section 2. Method of Nomination. Until expiration of the Declarant Control Period, the Board shall consist of Directors appointed by the Declarant. After the expiration of the Declarant Control Period, the Directors shall be elected by the Members authorized to vote for each seat as follows:

- (a) Each Residential Directors will hold office for a term of two years. One of the two initial Residential Directors shall hold office until the first annual meeting after expiration of the Declarant Control Period and one of the two initial Residential Directors will hold office until the second annual meeting. Thereafter, at each annual meeting, the successor to the Residential Director whose term expires at that meeting shall be elected or appointed to hold office for a term expiring at the annual meeting held at the third year following the year of such Residential Director's election.
- (b) Each Non-Residential Director will hold office for a term of two years. One of the two initial Non-Residential Directors shall hold office until the first annual meeting after expiration of the Declarant Control Period and one of the town initial Non-Residential Directors will hold office until the second annual meeting. Thereafter, at each annual meeting, the successor to the Non-Residential Director whose term expires at that meeting shall be elected or appointed to hold office for a term expiring at the annual meeting held at the second year following the year of such Non-Residential Director's election.
- (c) The Owner of the Resort Parcel may appoint, remove and replace the Resort Director at any time by providing prior written notice thereof to the Association.

Section 3. Election. After expiration of the Declarant Control Period, the Members may cast their votes as more fully set forth in the Articles. An election shall be by secret written ballot. Cumulative voting is not permitted. The election of Directors shall take place at the annual meeting and Members may vote in person at a meeting or by ballot that the Member personally casts prior to such meeting.

Section 4. Resignation. A Director may resign at any time by delivery of a written notice to the Executive Board, its chairman or secretary. The unexcused absence of a Director from three consecutive regular meetings of the Board shall be deemed a resignation. A resignation is effective when notice is delivered, unless notice specifies a later effective date. If a resignation is made effective at a later date, the Executive Board may fill the pending vacancy before the effective date if the Executive Board provides that the successor does not take office until the effective date.

Section 5. Removal

- (a) Directors appointed by Declarant may be removed, with or without cause, solely by Declarant.
- (b) Each Residential Director, other than Residential Directors appointed by Declarant, may be removed, with or without cause, by a 67 percent or greater vote of all votes allocated to the Residential Units that are entitled to vote for that Residential Director and that are represented at a meeting of the Owners of those Residential Units at which a quorum is present.

- (c) Each Non-Residential Director, other than Non-Residential Directors appointed by Declarant, may be removed, with or without cause, by a 67 percent or greater vote of all votes allocated to the Non-Residential Units that are entitled to vote for that Non-Residential Director and that are represented at a meeting of the Owners of those Non-Residential Units at which a quorum is present.
- (d) The Resort Director, other than the Resort Director appointed by Declarant, may be removed, with or without cause, by the Resort Owner.

Section 6. Vacancies

- (a) Vacancies on the Executive Board created by the removal, resignation or death of a Director appointed by Declarant shall be filled by a Director appointed by Declarant.
- (b) Except with respect to a Resort Director appointed by Declarant, a vacancy on the Executive Board created by the removal, resignation or death of the Resort Director shall be filled by a Director appointed by the Resort Owner.
- (c) Except with respect to a Residential Director or a Non-Residential Director appointed by Declarant, a vacancy on the Executive Board created by the removal, resignation or death of (i) a Residential Director shall be filled by a Director elected by unanimous vote of the Residential Directors then holding office, or (ii), a Non-Residential Director shall be filled by a Director elected by unanimous vote of the Non-Residential Directors then holding office. In the event that any such vacancy is unable to be filled in accordance with the provisions of this paragraph, such vacancy shall remain unfilled for the remainder of the unexpired term of the Director whose removal, resignation or death created such vacancy.
- (d) Any Director elected or appointed pursuant to this Section 6 (a) through (d) shall hold office for the remainder of the unexpired term of the Director that Director replaced.

Section 7. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 8. Action Taken Without a Meeting. To the extent permitted by law, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 9. Failure to Fill Vacancies. If there is a failure to fill vacancies on the Executive Board sufficient to constitute a quorum of Directors in accordance with these Bylaws, any Member may apply to the Circuit Court of Walton County, Florida, for the appointment of a receiver to manage the affairs of the Association by certified or registered mail. At least thirty (30) days before applying to the circuit court, the Member shall mail to the Association and post in a conspicuous place on the Common Property a notice describing the intended action, giving the Association thirty (30) days to fill the vacancies. If during such time the Association fails to fill a sufficient number of the vacancies so that a quorum can be assembled, the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, attorney's fees and all other expenses of the receivership. The receiver has all powers and duties of a duly constituted Executive Board and shall serve until the Association fills sufficient vacancies so that a quorum can be assembled.

## ARTICLE V - MEETING OF DIRECTORS

Section 1. Organizational Meeting. The newly elected Executive Board shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 2. Regular Meetings. Regular meetings of the Executive Board shall be held at such place and hour as may be fixed from time to time by resolution of the Executive Board, and shall be open to all Members, except that meetings between the Executive Board and its attorney with respect to proposed or pending litigation, where the contents of the discussion would otherwise be governed by attorney client privilege, may be closed to Members.

Notice of the meetings of the Directors shall be posted on the Common Property at least forty-eight (48) hours in advance, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Common Property, the notice of Executive Board meetings shall be mailed or delivered to each Member at least seven (7) days in advance, except in an emergency. Notice of any meeting in which Assessments against Units or Resort Parcels are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Executive Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. A meeting at which a quorum of the Directors is present shall be deemed to be a meeting. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Executive Board. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Members is the act of the Executive Board. A Director who is present at a meeting of the Executive Board when corporate action is taken is deemed to have assented unless he or she objects, at the beginning of the meeting or promptly upon his arrival, to the holding of the meeting or transacting of specified affairs at the meeting, or unless he or she votes against or abstains from the action taken.

Section 5. Voting. Directors may not vote by proxy or by secret ballot at Executive Board meetings, except that secret ballots may be used in the election of officers.

## ARTICLE VI - POWERS AND DUTIES OF THE EXECUTIVE BOARD

Section 1. Powers. The Executive Board shall have the powers of the Association as set forth in the Articles.

Section 2. Duties. It shall be the duty of the Executive Board to perform the following:

(a) Cause to be kept a complete record of all its corporate affairs, including minutes of all meetings, make such records available for inspection by any Member or his agent, and present an annual statement thereof to the Members. Minutes of all meetings of Members and the Executive Board must be maintained in a written form or in another form that can be converted into written

form in a reasonable time. A vote or abstention from voting on each matter for each Director present at a Executive Board meeting must be recorded in the minutes.

(b) Supervise all officers, agents and employees of the Association and see that their duties are properly performed.

(c) Issue, or authorize its agent to issue, upon demand by any Member, a certificate setting forth whether or not any Assessment has been paid and giving evidence thereof for which a reasonable charge may be made by the Association or by its authorized agent.

(d) Designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such account on behalf of the Association, and cause such persons to be bonded as the Executive Board deems appropriate in its sole discretion.

(e) Prepare the proposed annual budget and approve the annual budget.

(f) Fix all Assessments at an amount sufficient to meet the obligations imposed by the Declaration.

(g) Annually adopt the budget and set the date or dates Assessments will be due, and decide what, if any, interest is to be applied to Assessments which remain unpaid ten (10) days after they become due.

(h) Send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of the due date of the Assessment or of the first installment thereof.

(i) Cause the lien against any Unit or Resort Parcel for which Assessments are not paid within thirty (30) days after the due date to be foreclosed, or cause an action at law to be brought against the Owner personally obligated to pay the same.

(j) Cause the Common Property to be maintained in accordance with the Declaration and to assure that all permits assigned to the Association are maintained in accordance with their terms.

(k) Procure and maintain adequate liability and hazard insurance on the Common Property as required by the Declaration, and such other insurance as the Executive Board deems necessary or as may be required or permitted by the Declaration.

(l) Retain minutes of all meetings of Members and of the Executive Board in a businesslike manner, which shall be available for inspection by Members or their authorized representatives and Executive Board members, at reasonable times and for a proper purpose; which records shall be retained for at least seven (7) years.

(m) Undertake any and all duties and powers of the Association not specifically reserved to the Members.

(n) The Executive Board may not act on behalf of the Neighborhood Association to:

(i) amend this Declaration;

(ii) terminate the Association, the Declaration or the community created by the Declaration;

- (iii) elect Directors to the Executive Board, other than to fill a vacancy for the unexpired portion of a Director's term; or
- (iv) determine the qualifications, powers and duties, or terms of office of Directors.

#### ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Executive Board, a Secretary and a Treasurer, and such other officers as the Executive Board may from time to time by resolution create. Officers need not be Members of the Association.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Executive Board following each annual meeting of the Members. Voting may be by secret ballot.

Section 3. Term. The officers of this Association shall be elected annually by the Executive Board and each shall hold office for such period, have such authority, and perform such duties as the Executive Board may determine from time to time.

Section 4. Special Appointments. The Executive Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Executive Board may determine from time to time.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Executive Board. Any officer may resign at any time by giving written notice to the Executive Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Executive Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of President and Secretary may not be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Executive Board; shall see that orders and resolutions of the Executive Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all promissory notes and contracts as the Executive Board may approve from time to time.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Executive Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Executive Board and of the Members; maintain the minute book; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Executive Board and of the Members; keep appropriate current records showing the

Members of the Association together with their addresses; and shall perform such other duties as required by the Executive Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Executive Board; shall co-sign any promissory notes and contracts of the Association; keep proper books of account; cause an annual review of the Association books to be made by public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Executive Board and to the membership at its regular annual meetings.

#### ARTICLE VIII - COMMITTEES

The Association shall appoint such committees as are provided in the Declaration and shall appoint other committees as deemed appropriate in carrying out its purpose.

Meetings of committee shall be open to Members. Members of the committees may not vote by proxy or secret ballot.

#### ARTICLE IX - FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first Fiscal Year shall begin on the date of incorporation.

#### ARTICLE X - BUDGETS AND ASSESSMENTS

Section 1. Budgets. The Executive Board shall prepare an annual budget. The budget shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available to the Member upon request with no charge.

Section 2. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association certain Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. The Assessment shall bear interest from the date of delinquency at an interest rate equal to the highest rate allowed by law, or as otherwise determined by the Executive Board. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Units or Resort Parcels, and interest, costs and reasonable attorney's fees of any Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Property or abandonment of his Unit or Resort Parcel.

Section 3. Financial Reports. The Association shall prepare an annual financial report with sixty (60) days after the close of the fiscal year. The financial report shall comply with the applicable provisions of Florida Law.

#### ARTICLE XI - ASSOCIATION RECORDS

In accordance with the requirement of Section 617.303(4) Florida Statutes, the Official Records of the Association shall consist of:

Section 1. General Records.

(a) A copy of any plans, permits, warranties, and other items related to improvements constructed on the Common Property or other property which the Association is obligated to maintain, repair or replace.

(b) A copy of the Bylaws of the Association and of each amendment to the Bylaws.

(c) A copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.

(d) A copy of the Declaration and of each amendment thereto.

(e) A copy of the current rules of the Association.

(f) A book or books that contain the minutes of all meetings of the Association, of the Executive Board, and of Members, which minutes shall be retained for a period of not less than seven (7) years.

(g) A current roster of all Members and their mailing addresses, Unit and Resort Parcel identifications, and, if known, telephone numbers.

(h) All current insurance policies of the Association, or a copy thereof.

(i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility.

(j) The financial and accounting records of the association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

1. accurate, itemized, and detailed records of all receipts and expenditures;
2. a current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due;
3. all tax returns, financial statements, and financial reports of the association;
4. any other records that identify, measure, record, or communicate financial information.

Section 2. Financial Records. Accounting records for the Association and separate accounting records for each Unit or Resort Parcel, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than seven (7) years. The financial records shall include, but are not limited to:

(a) Accurate, itemized, and detailed records of all receipts and expenditures.



(b) A current and a periodic statement of the account for each Member of the Association, designating the name and address of the Member, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.

(c) All tax returns, financial statements and financial reports of the Association.

(d) Any other records that identify, measure, record or communicate financial information.

Section 3. Inspection and Copying of Records. The foregoing official records shall be maintained within the State and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable rules and regulations governing the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of official records.

#### ARTICLE XII - AMENDMENT

Section 1. Procedure. Until expiration of Declarant Control Period, these Bylaws may be amended by the Declarant without the consent or joinder of any Member. Thereafter, these Bylaws may be amended at a regular or special meeting of the Executive Board by a majority vote of the Directors. Amendments to these Bylaws need only be filed in the minute book, and need not be recorded in the public records of Walton County, Florida.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall prevail. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall prevail.

#### ARTICLE XIII - SEAL

Section 1. Seal. The seal of the Association is hereby adopted in the form affixed hereto including the name of the Association, the words "Corporation Not For Profit" and the year of incorporation.

These Bylaws have been adopted in accordance with the provisions of Chapter 617 and 720, Florida Statutes, as amended in 2000.

The foregoing Bylaws of Baytowne Wharf Neighborhood Association, Inc., a corporation not-for-profit under the laws of the State of Florida, were adopted at the first meeting of the Executive Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary

Approved by President:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
President

**EXHIBIT G**

(Attached to and forming a part of Declaration of Covenants,  
Conditions and Restrictions for Baytowne Wharf Neighborhood)

**LEGAL DESCRIPTION OF THE RESORT PARCEL**

JAX1 #651624 v2

*Depiction Attached*



