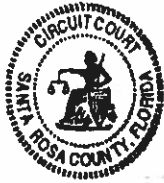


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This instrument prepared by:
William R. Mitchell
Moore, Hill, Westmoreland,
Hook & Polton, P.A.
P. O. Box 1792
Pensacola, FL 32598-1792
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**Bay Pointe Plantation
Declaration of Covenants, Conditions, and Restrictions**

This Declaration is made and entered into by American Fidelity Life Insurance Company, a Florida corporation, and Trans World Assurance Company, a California corporation, (collectively referred to as "Declarant" or "Developer") as the owner of all property restricted by this Declaration.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Santa Rosa County, Florida, which is more particularly described as:

Bay Pointe Plantation, a subdivision of a portion of Sections 23, 24, and 25 Township 1 North, Range 28 West, Santa Rosa County, Florida, according to Plat recorded in Plat Book 6, Page 32, of the public records of said County.

NOW, THEREFORE, Declarant declares that, except as expressly provided otherwise below, all of the property described above shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of the real property. These covenants, conditions, and restrictions shall run with the real property for the benefit of development of the real property, and shall be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the Bay Pointe Plantation Owner's Association, Inc. and each individual Owner of the real property.

**ARTICLE I
Definitions**

Section 1 -- "Association" shall mean and refer to Bay Pointe Plantation Owner's Association, Inc.

Section 2 -- "Common Areas" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of the recording of the conveyance of the first platted Lot by the Developer are the lands shown on the Plat and designated as Common Area; the roads of the subdivision; the storm water management facilities, which include retention ponds and drainage pipes; and the lake; provided, however, that no portion of any storm water management

facility existing on any individual Lot shall be subject to or open for the common use and enjoyment of the Owners, although such areas shall be subject always to the access granted in Article VII (2) of this Declaration.

- Section 3 -- "Declaration" shall mean and refer to this instrument and any recorded amendment or restatement hereof made pursuant to the terms hereof.
- Section 4 -- "Declarant" and "Developer" shall mean and refer to American Fidelity Life Insurance Company and Trans World Assurance Company, and their successors, if any.
- Section 5 -- "Lot" shall mean and refer to all those individual lots shown on the recorded subdivision plat of Bay Pointe Plantation.
- Section 6 -- "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities having a record interest in a lot merely as security for the performance of an obligation. Whenever herein a use or enjoyment restriction provides that an Owner may or may not do certain acts or things or requires an Owner to do or refrain from doing certain acts or things, the term Owner shall also be deemed to include the Owner's family, guests, tenants, or the Owner's purchasers pursuant to an unrecorded contract; provided, however, that only an Owner, and not a member of the Owner's family, the Owner's guests, the Owner's tenants or the Owner's purchasers pursuant to an unrecorded contract, shall be held financially responsible for any such act or failure to act.
- Section 7 -- "Plat" shall mean and refer to the Plat of Bay Pointe Plantation.
- Section 8 -- "Conservation Easements" are those areas identified as conservation easements on the recorded Plat of Bay Pointe Plantation.
- Section 9 -- "Front Lot Line" shall mean the lot line on the street side of each Lot.

ARTICLE II
Membership and Voting Rights

- Section 1 -- Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot.

Section 2 -- Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association and the one vote for each such Lot shall be exercised as they determine. In no event shall more than one vote be cast with respect to any one Lot.

ARTICLE III
Architectural Control

Section 1 -- **Prior Approval.** No house, building, fence, wall, mailbox, driveway, gate, light post, landscaping or other structure or improvement of any nature whatsoever shall be commenced, erected, or maintained upon any Lot or upon the Common Areas by any Owner, the Association, or anyone else, nor shall any exterior addition to or change, alteration, or modification be made to any of the foregoing until the design, plans, specifications, plot plan and landscaping plan showing the nature, kind, shape, height, material, color, and location of the same have been submitted to and approved, in writing, by the Architectural Review Committee as complying with the standards generally set forth in Section 2 of this Article III. At the time of submission, there shall also be paid to the Committee such reasonable, but uniformly imposed, fee as the Architectural Review Committee shall from time to time establish. In the event the Architectural Review Committee fails to approve or disapprove such design, plans, specifications, plot plans and/or landscaping plans within thirty (30) days after same have been received by the Committee, approval will not be required and this covenant will be deemed to have been fully complied with.

Section 2 -- **Architectural Review Committee.** The Architectural Review Committee shall consist of at least three (3) members and shall originally be composed of members appointed by the Declarant. Upon occurrence of a vacancy on the Architectural Review Committee, or in the event a member of the Committee cannot or does not want to continue to serve, then a new member of the Committee, who need not be an Owner, shall be appointed to serve. A member of the Architectural Review Committee may be removed by two-thirds vote of the Board of Directors of the Association. Appointment of a new member to the Architectural Review Committee shall be made by the originally named Committee members then serving on the Committee, and if there be no originally named Committee members then serving on said Committee, new members to the Committee shall be appointed by the Board of Directors of the Association. The members of the Architectural Review Committee shall not be entitled to any compensation for service performed pursuant to this Declaration. All decisions of the Architectural Review Committee shall be by a majority vote of the entire Committee membership. Decisions of the Architectural review Committee shall be based upon the uniform application of such reasonable standards as are consistent with a

first-class single family residential subdivision, such standards to include, among other things, the harmony of external design, including roof style (pitch, shingle, and color); chimney; exterior siding (material and color); windows and trim; shutters (color and style); front doors; light poles; garage doors; location in relation to surrounding structures; topography; final grade elevation; the type, kind, and character of buildings, structure, and other improvements; and aesthetic qualities in general.

ARTICLE IV
Use Restrictions

The following restrictions shall be observed and adhered to in all situations. Provided, however, the Architectural Review Committee is hereby vested with the authority to grant, in writing, waivers and variances from any of the following restrictions and from the setback requirements set forth on the recorded Plat, utilizing the same standards of review as those set forth in Article III, Section 2, where it is clearly demonstrated by the person requesting the waiver that the granting of such a waiver will not impact adversely on the aesthetic qualities of the proposed improvements, the Lot upon which same is located, and the neighborhood as a whole, and that a waiver is consistent with the first-class single family residential subdivision contemplated by this Declaration. Neither the Architectural Review Committee, nor any of its members, shall in any way or manner be held liable to any Owner, the Association, or any other person or entity for its good faith exercise of the discretionary authorities herein conferred.

Section 1 -- Use. All Lots shall be occupied solely for residential purposes, and shall be occupied by no more than one single family residence. No lot shall be used for commercial, trade, public amusement, public entertainment, business or any other purpose of any kind or character. In addition, any rentals shall be for residential purposes only and shall be for no less than three (3) months.

Section 2 -- Minimum Square Footage. No one-story residential structures shall be erected or placed on any bayfront Lot with a ground floor living area, exclusive of garages, porches, patios, and terraces, of less than 2200 square feet, and no residential structure of more than one story, exclusive of garage, porches, patios, and terraces, shall be erected or placed on any such Lots having a ground floor area of less than 1200 square feet, and a total floor area of less than 2200 square feet. No one-story residential structures shall be erected or placed on any interior or lakefront Lot with a ground floor living area, exclusive of garages, porches, patios, and terraces, of less than 2000 square feet, and no residential structure of more than one story, exclusive of garage, porches, patios, and terraces, shall be erected or placed on any such Lots having a ground floor area of less than 1100 square feet, and a total floor area of less than 2000 square feet.

- Section 3 -- Structures.** No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling; a private garage or carport, attached or detached from the main dwelling, with optional servant's room, tool room, storage room or laundry room attached to said garage or carport; and a cabana located adjacent to any swimming pool or tennis court. Any detached garage, carport, or any cabana shall be attractively designed and built in harmony of external design and location in relation to surrounding structures and topography and shall be located to the rear of the dwelling so as to be generally out of view from the street.
- Section 4 -- Maintenance.** All structures, improvements, yards, drives and landscaping must be diligently and properly maintained at all times. Failure to provide such maintenance shall be grounds for a lawsuit for any necessary or appropriate legal or equitable relief by any other Owner in the subdivision, the Association, the Developer or any appropriate governmental authority. This Section is not applicable to Owners until ten (10) days after Owner's residence shall be available for occupancy.
- Section 5 -- Prohibited Residences.** No boat, trailer, camper, house trailer, truck, van, basement, tent, shack, garage, barn, boathouse or any other such similar structure or vehicle (other than the primary dwelling to be located on the Lot) shall at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.
- Section 6 -- Improvements Prior to Construction of Residence.** No vehicles, boats, or permanent or temporary structures or improvements, including, but not limited to, fences, walls, storage buildings, garages, carports, driveways, patios, swimming pools, water wells, utility poles, or tennis courts may be placed or erected on any Lot in the subdivision until the slab for the permitted single family dwelling has been completed.
- Section 7 -- Vehicles.** Automobiles, campers, trucks, vans, motorbikes, boats (other than boats maintained at a boat dock or boat lift), trailers, motor homes and the like, stored or for any reason left upon a Lot or owned or regularly used by an Owner must either be completely garaged or stored in such a location so that the same is out of view from the Front Lot Line, except for short-term parking not exceeding a few hours duration. Storage of any such items in any other manner (such as in the private street, road right-of-way or in any portion of the driveway) which is not out of view from the Front Lot Line is expressly prohibited.
- Section 8 -- Nuisances.** No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the Owners of other Lots.

- Section 9 -- Pets.** No person shall have, keep or maintain on any Lot any fowl, reptiles or animals, domestic or otherwise, except dogs, cats, and other customary household pets, provided that such pets: (a) are not kept, bred, or maintained for commercial purposes; (b) are duly licensed, if applicable; (c) do not constitute a nuisance; and (d) are not permitted to be present beyond the boundaries of the Owner's Lot without being caged or leashed.
- Section 10 -- Dumping.** No garbage, rubbish, trash or other unsightly objects shall be stored on any of the Lots or other Subdivision Property, or dumped into Blackwater Bay or upon any Lot or other Subdivision Property or upon any property contiguous thereto. An industrial waste container must be used during construction of all houses.
- Section 11 -- Compliance with Law.** All laws of the United States, the State of Florida, and the County of Santa Rosa, and all rules and regulations of their administrative agencies now and hereafter in effect, pertaining to sewage disposal, water supply, sanitation, zoning, building permits, tree preservation, boat docks, sea walls, jetties, land use planning, dredging and the like shall be observed by all Owners, unless an appropriate permit or variance to do otherwise is properly granted. Any governmental official having a lawful and administrative duty to inspect any of the property subject to this Declaration with respect to any such matters shall have a license to enter upon any of the property subject to this Declaration at all reasonable times to make such inspections and recommendations.
- Section 12 -- Boats.** Bayfront and lakefront Lots shall be subject to the following restrictions:
- A. No vessel shall be occupied as a permanent or temporary residence in waters adjacent to a Lot;
 - B. No through hull or overboard discharges shall be allowed to the lake or Blackwater Bay waters adjacent to a Lot from any vessel; and
 - C. No boat hull scraping, painting, or the like shall be allowed in or over the lake or Blackwater Bay waters adjacent to a Lot.
- Section 13 -- Drainage.** In the interest of public health and sanitation and in order that the Subject Property and all other land and waters in the same locality may be benefited by a decrease in hazards of water pollution and for the protection of water supplies, recreation, wildlife, marine life and other public uses of the lake and Blackwater Bay, no Owner shall use a Lot in any manner or for any purpose that would result, directly or indirectly, in the draining or dumping into any body of water or drainage system, of any refuse, sewage, or other materials which might tend to pollute same.

- Section 14 -- Wiring.** No above ground electric, telephone, cable television, radio, or any other such wiring or utility services shall be permitted.
- Section 15 -- Lot Setbacks.** No structure shall be located nearer to the front (street side), rear, or side setback distances as set forth on the recorded plat for the subdivision. Notwithstanding the foregoing, waivers and variances from the setback requirements may be granted by the Architectural Review Committee in accordance with the standards set forth at the beginning of this Article.
- Section 16 -- Antennas.** No outside antennas, poles, masts, windmills or towers shall be erected on any Lot. A single dish antenna with a maximum diameter of 24 inches shall be permitted for each residential structure.
- Section 17 -- Clotheslines.** Outside clotheslines or other items detrimental to the appearance of the subdivision shall not be permitted on any Lots.
- Section 18 -- Fences.** No chain link fences shall be allowed in the Subdivision. Any fence constructed shall be in conformity with the architectural design of the residential structure and shall be made of wood, brick, or other decorative material or shall consist of a growing hedge. With the exception of a growing hedge, which hedge shall not exceed six (6") feet in height, no fence shall be erected nearer to the front lot line of any Lot than the front line of the residential structure. All fences must be approved by the Architectural Review Committee.
- Section 19 -- Adjacent Lots.** An Owner of two or more adjacent Lots may construct a swimming pool, tennis court or other recreational facility on one of such Lots provided the Owner has first constructed the Owner's residence and has first obtained the Approval of the Architectural Review Committee. In the event any person shall purchase two or more adjacent Lots and shall desire to construct a single dwelling on said adjoining Lots as one building site, then the restrictions of this Declaration shall apply to said lots as if that dwelling had been constructed on a single building lot. Lots between Lots may be split between adjacent Owners with the same effect, except as prohibited by this Declaration or the rules and regulations of Santa Rosa County, Florida.
- Section 20 -- Topography.** Any construction or grading to raise or lower the existing ground level or to otherwise affect the topography (including dredging at the shoreline of Blackwater Bay) shall require the approval of the Architectural Review Committee.
- Section 21 -- Signs.** No sign of any kind shall be displayed to public view on any Lot except the following:
- A. One sign of not more than six (6 sf.) square feet advertising the property for sale or lease;

B. One sign of not more than six (6 sf.) square feet used by a builder during the construction period to advertise his construction marker; and

C. A small name plate and/or street number identification marker, the design, color, location and specifications of which shall first be approved by the Architectural Review Committee.

Section 22 -- **Completion of Construction.** No building that is unfinished on the exterior shall be occupied. Any construction commenced upon a Lot shall be pursued diligently and such construction must be completed within nine (9) months after commencement. The Architectural Review Committee may grant an extension after consideration of a written request stating in full the reasons for the requested extension.

Section 23 -- **Exposed Pilings.** Exposed pilings are not absolutely prohibited but are strongly discouraged and must be approved by the Architectural Review Committee. However, exposed pilings are not allowed on the street side of any lots.

Section 24 -- **Lake Use.** All lake use is subject to rules and regulations to be developed by the Association; provided, however, that this Declaration imposes the specific and permanent rule that electric motors only are allowed in the lake.

Section 25 -- **Docks on Lake.** Subject to an owner obtaining any required governmental permits, docks may be constructed on the lake which do not exceed two hundred and fifty (250) square feet of surface area over the water and which do not contain any vertical construction above the dock surface other than lamp posts, railings, or benches. The Declarant does not make any representations as to the availability of permits for docks or boardwalks.

Section 26 -- **Docks on the Bay.** There are no restrictions on dock construction adjacent to bayfront lots other than the requirement that each owner obtain and comply with all required governmental permits. The Declarant does not make any representations as to the availability of permits for docks or boardwalks.

ARTICLE V
Assessments

Section 1 -- **Creation of the Lien and Personal Obligation Assessments.** Each Owner of each Lot, by acceptance of a deed for the Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) an annual assessment, and (b) any special assessments, both of such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest at the rate of ten (10%) percent per year, costs, and reasonable attorney's fees incurred in any effort to collect or

enforce delinquent assessments, shall also be a charge and a continuing lien upon the Lot against which such assessment is made from the time such assessment becomes due. Each such assessment, together with interest at the rate of ten (10%) percent per year, costs, and reasonable attorney's fees incurred in any effort to collect or enforce delinquent assessments, shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due.

Section 2 -- Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, construction, management, care and maintenance of the Common Areas (including all the storm water management facilities, notwithstanding that certain of the area of those facilities exists on Lots and has been specifically excluded from the definition of Common Areas in order to make clear the area located on Lots is not subject to the common use and enjoyment of the Owners), and to provide for and promote the recreation, health, safety, and welfare of the Owners and their families.

Section 3 -- Annual Assessment. Until January 1, 1998, the maximum annual assessment shall be \$250.00 per Lot.

A. From and after January 1, 1998, the maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership.

B. From and after January 1, 1998, the maximum annual assessment may be increased above fifteen (15%) percent by a vote of two-thirds (2/3) of the Owners who are voting in person or by proxy, at a meeting of the members of the Association duly called for this purpose.

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

Section 4 -- Special Assessments or Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, real property owned by the Association, or public property adjoining or in the vicinity of the Lots, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

- Section 5 -- Notice and Quorum for Any Action Authorized Under Section 3 and 4.** Written notice of any meeting of Owners called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent by United States mail, postage prepaid, to all affected Owners of record (as of thirty (30) days prior to date of mailing such notice) not less than fifteen (15) days nor more than sixty (60) days, in advance of the meeting. At the first such meeting called, the presence of the affected Owners or of proxies entitled to cast sixty (60%) percent of all the votes of the affected membership shall constitute a quorum. If the required quorum is not present, the required quorum of a subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting, and only after notice of the meeting is given as provided in this Section.
- Section 6 -- Uniform Rate of Assessment.** The annual assessment and special assessments shall be fixed at a uniform rate for all Lots. However, notwithstanding any other provision elsewhere contained in this Declaration, Developer shall not be obligated to pay for any Lots owned by it any annual assessments for the calendar years 1997 and 1998.
- Section 7 -- Assessment Periods and Due Dates.** The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every affected Owner. The Association shall, upon written request and for a reasonable charge, furnish a certificate signed by an officer of the Association stating what assessments are outstanding against any Lot and the due date for such assessments. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.
- Section 8 -- Effect of Nonpayment of Assessments: Remedies of the Association.** Any annual or special assessment not paid within thirty (30) days after the due date shall bear interest from such date at the rate of ten (10%) percent per year. The Association may, after first giving ten (10) days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, take any action necessary to establish and foreclose a lien against the property, or both. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Areas or abandonment of his Lot.

Section 9 -- Subordination of Assessment Lien to First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which is originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot, pursuant to a foreclosure of a first mortgage or any proceeding or conveyance in lieu of foreclosure shall extinguish the lien of the assessments as to payments which become due prior to the date of the sale or transfer. No such sale or transfer shall relieve a Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI
General Provisions

Section 1 -- Enforcement. The Association; the Developer, but only so long as the Developer is the Owner of a Lot; or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges imposed by this Declaration. Failure by the Association, the Developer, or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are instituted for the enforcement of any condition, restriction or covenants herein contained or to establish or enforce a lien against any Owner or against any other person or entity, the Owner, person or entity against whom suit is brought expressly agrees to pay all costs, including a reasonable attorney's fee, of the Association, Developer, or Owner initiating successful judicial proceedings.

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

Section 3 -- Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contracts for conveyance of any and all Lots, and shall be binding on all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, unless amended by an instrument signed by two-thirds (2/3) of the then Lot Owners. After the initial forty (40) year term, this Declaration shall be automatically extended for successive periods of ten (10) years, unless amended by an instrument signed by a majority of the then Lot Owners. The Association shall have the power at any time to re-record this Declaration and any subsequent amendments to this Declaration in the Public Records for Santa Rosa County, Florida in order to insure that this Declaration is allowed to operate as to all Owners for its full effective term and in order to avoid the effect of laws which might otherwise limit the continued effect of this Declaration, including, but not limited to, the Marketable Record Title Act.

Notwithstanding the foregoing, Developer reserves the right unto itself to amend this Declaration at any time within two (2) years after the date of this Declaration if doing so is necessary or advisable to accommodate FHA, VA, FNMA, or the like for financing of residential structures within the subdivision and doing so would, in the sole opinion of the Developer, be of benefit to the expressed purpose of developing Bay Pointe Plantation as a quality single family residential subdivision as otherwise expressed in this Declaration. Developer further reserves the right unto itself to amend this Declaration or the Plat at any time within two (2) years after the date of this Declaration if doing so is necessary or advisable in the sole opinion of the Developer to satisfy fully requests or demands by the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, or other appropriate regulatory agency in order to insure and promote the development of Bay Pointe Plantation Subdivision as a quality single family residential subdivision as otherwise expressed in this Declaration. Any amendment of this Declaration must be recorded in the public records of Santa Rosa County, Florida. Amendment to the Plat by the Developer shall be as provided by law.

Section 4 -- Non-Liability of Association. Neither the Association nor Developer shall, in any way or manner, be held liable for failure to enforce the conditions, restrictions and covenants contained in this Declaration. Neither the Association nor Developer shall, in any way or manner, be held liable to any Owner or any other person or entity for any violation of the covenants, conditions or restrictions set forth in this Declaration by any Owner, except for violations by the Association or by the Developer. The Association shall defend, indemnify and hold harmless the Developer and all Association officers and directors in any action brought for failure to enforce the conditions, restrictions and covenants contained in this Declaration or for any violation of the restrictions by any Owner other than the Developer.

Section 5 -- Miscellaneous. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions, or covenants ever be interpreted to work as a reverter or forfeiture of title. Any failure by the Association, Developer, or any Owner on any particular occasion to seek enforcement of this Declaration with respect to a violation shall not bar the subsequent enforcement against the same Owner of a subsequent or continued violation of these Declarations.

Section 6 -- Annexation. Additional residential property or Common Areas may be annexed to the Subdivision with the recorded written consent of two-thirds (2/3) of the then Lot Owners.

ARTICLE VII
Common Areas

Section 1 -- Owners' Easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas, except these areas specifically excluded from the definition of Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- B. The right of the Association to suspend the voting rights and the right of an Owner to use and enjoy any recreational facility situated upon the Common Areas for any period during which any assessment against his Lot remains unpaid or any violation of the provisions of this Declaration remains uncured; and for a period not to exceed ninety (90) days for any infraction of the Association's published rules and regulations pertaining to the use and enjoyment of any such recreational facilities;
- C. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public body agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by members entitled to cast two-thirds of the votes of the Association and after notice of the proposed action is sent to every member not less than thirty (30) days and no more than sixty (60) days in advance of the signing of the instrument; provided, however, that for a period of one (1) year from the date of recording this Declaration, Developer may, without action of the Association, dedicate or convey any retention pond area to appropriate governmental entities who shall accept ownership and maintenance of said pond, and grant such subsurface utility easements, licenses or the like across, to or under all or any portion of the Common Areas which Developer, in its sole discretion, deems appropriate or necessary for the benefit of any or all Owners;
- D. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property, but the rights of said mortgage in said properties shall be subordinate to the rights of Owners hereunder; and
- E. The right of the Association to reasonably limit the use of the Common Areas by published rules and regulations, including the number of guests and prescribing hours of usage.

Section 2 -- Reservation of Easements.

A. Declarant does hereby grant a non-exclusive personal easement and right of ingress and egress across, under, and to all Common Areas into each and all law enforcement, fire fighting, and postal or delivery organizations, and to any other persons, organizations or entities who, in the normal course of their operation, respond to public or private emergencies, or who provide public or private utility services.

B. Declarant does hereby reserve to Declarant a nonexclusive perpetual easement and right of access across, under and to all Common Areas for construction thereof of subdivision improvements, sale of Lots and such other purposes and uses as Developer deems appropriate or necessary in connection with the sale and development of Bay Pointe Plantation as a subdivision.

C. Declarant does hereby reserve to Declarant and all its successors or assigns in ownership in the certain real property currently owned by Declarant and more particularly described on Exhibit "A" attached hereto and made a part hereof, which real property is located generally to the south and east of Bay Pointe Plantation, and for the benefit of the real property described in Exhibit "A," a non-exclusive perpetual easement and right-of-way and right of access across, over and under, for all pedestrians, for all vehicles, and for all utility and drainage installations necessary in the sole opinion of Declarant for the ultimate development of the real property described on Exhibit "A". This reservation of easement to Declarant shall include the right of ingress and egress through Bay Pointe Plantation and over the private road as shown on the Plat of Bay Pointe Plantation, together with use of all easements for utility and drainage as shown on the Plat of Bay Pointe Plantation. Declarant further reserves the right to record in a separate document in the Public Records of Santa Rosa County, Florida the reservation of an easement to Declarant in Bay Pointe Plantation as described in this paragraph. The maintenance which takes place after development of the real property described on Exhibit "A" to the main road from Santa Rosa County Road 191 allowing direct access to the boundary between Bay Pointe Plantation and the property owned by Declarant and described in Exhibit "A" shall be shared equally by all Lots in Bay Pointe Plantation and all Lots or residential units developed on the real property described on Exhibit "A".

Section 3 -- Title to Common Areas. Declarant hereby covenants for itself, its successors and assigns, that fee simple title to the Common Areas shown on the Plat shall, as of the later of the time of recording of the Plat or formation of the Association be, without any further action required other than recordation of this Declaration, considered conveyed to the Association subject to the terms of this Declaration, subsurface utility easements, easements then of record, taxes for the current year, and any prior reserved mineral interests.

ARTICLE VIII
Septic Tanks

Sanitary sewer is not available. Each lot owner is required (upon construction of a residence) to install a septic tank system in accordance with specifications supplied by Declarant and approved by all required governmental authorities.

ARTICLE IX
Conservation Easements

All owners understand and agree that large areas of the subdivision and, possibly, some areas on their Lot are subject to the Declarant's right to amend as specified in Article VI Section 3, and are or may be designated as "Conservation Easements." All Conservation Easements are subject to such additional and further specifications, rules, and limitations as are or may be imposed by the Florida Department of Environmental Protection or the Army Corps of Engineers.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 12 day of February, 1997.

Signed in the presence of:

AMERICAN FIDELITY LIFE INSURANCE COMPANY, a Florida Corporation

Mary A. Vrooman

By: R. E. Mouch

Mary A. Vrooman

R. E. Mouch

Russell T. Weavek

Its: President

Russell T. Weavek

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 12 day of February, 1997.

Signed in the presence of:

TRANS WORLD ASSURANCE COMPANY, a California Corporation

Mary A. Vrooman

By: Carol B. Harrison

Mary A. Vrooman

Carol B. Harrison

Russell T. Weavek

Its: Treasurer

Russell T. Weavek

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of February, 1997, by B.E. MAACH, who is () personally known () produced as identification, as PRESIDENT on behalf of American Fidelity Life Insurance Company, a Florida corporation.

Rosemary Ropke
NOTARY PUBLIC
Rosemary Ropke
(PRINT NAME)

ROSEMARY ROPKE
"Notary Public-State of FL"
Comm. Exp. Jan 15 1997
Comm. No. 473250

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of February, 1997, by CAROL HARRISON, who is () personally known () produced as identification, as TREASURER on behalf of Trans World Assurance Company, a California corporation.

Rosemary Ropke
NOTARY PUBLIC
Rosemary Ropke
(PRINT NAME)

ROSEMARY ROPKE
"Notary Public-State of FL"
Comm. Exp. Jan 15 1997
Comm. No. 473250

Exhibit "A"

** OFFICIAL RECORDS **
BK 1591 PG 52

COMMENCE AT A METAL RAILROAD IRON RAIL AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE RUN SOUTH 88 DEG 53 MIN 32 SEC EAST ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 1320.00 FEET TO A CAPPED METAL ROD (L.B. #0340); THENCE RUN SOUTH 01 DEG 25 MIN 53 SEC WEST, A DISTANCE OF 410.00 FEET TO A CAPPED METAL ROD (L.B. #0340); THENCE RUN SOUTH 88 DEG 53 MIN 32 SEC EAST, PARALLEL WITH SAID NORTH LINE OF SECTION 25, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEG 53 MIN 32 SEC EAST A DISTANCE OF 1750.00 FEET TO A POINT HEREAFTER REFERRED TO AS REFERENCE POINT "A"; THENCE CONTINUE SOUTH 88 DEG 53 MIN 32 SEC EAST, A DISTANCE OF +/- 109 FEET TO THE WESTERLY WATER'S EDGE OF BLACKWATER BAY; THENCE RETURN NORTH 88 DEG 53 MIN 32 SEC WEST, A DISTANCE OF +/- 1809 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 01 DEG 25 MIN 53 SEC WEST A DISTANCE OF 250.00 FEET; THENCE RUN SOUTH 88 DEG 53 MIN 32 SEC EAST, PARALLEL WITH SAID NORTH LINE OF SECTION 25, A DISTANCE OF 958.85 FEET; THENCE RUN SOUTH 18 DEG 39 MIN 20 SEC EAST, A DISTANCE OF 175.41 FEET; THENCE RUN SOUTH 39 DEG 14 MIN 38 SEC EAST, A DISTANCE OF 354.63 FEET; THENCE RUN SOUTH 27 DEG 13 MIN 18 SEC EAST, A DISTANCE OF 205.83 FEET; THENCE RUN SOUTH 43 DEG 10 MIN 31 SEC EAST, A DISTANCE OF +/- 575 FEET TO SAID WESTERLY WATER'S EDGE OF BLACKWATER BAY; THENCE RUN NORTHEASTERLY AND NORTHWESTERLY ALONG AND TOGETHER WITH THE MEANDERINGS OF SAID WESTERLY WATER'S EDGE A DISTANCE OF +/- 2464 FEET TO A POINT LYING SOUTH 88 DEG 53 MIN 32 SEC EAST AND A DISTANCE OF +/- 109 FEET FROM SAID REFERENCE POINT "A"; THENCE RUN NORTH 88 DEG 53 MIN 32 SEC WEST A DISTANCE OF +/- 1809 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTH 100.00 FEET OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA, LYING EAST OF COUNTY ROAD 191-C (100' RW) ALSO KNOWN AS ROBINSON POINT ROAD, AND THE SOUTH 50.00 FEET OF THE WEST 1370.00 FEET OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA, AND THE EAST 50.00 FEET OF THE WEST 1370.00 FEET OF THE NORTH 660.00 FEET OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA, AND THE NORTH 50.00 FEET OF THE SOUTH 100.00 FEET OF THE WEST 100.00 FEET OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA.

AND

ALL OTHER REAL PROPERTY NOW OWNED OR HEREAFTER ACQUIRED BY DECLARANT IN TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA.

SANTA ROSA COUNTY, FLORIDA
MARY M JOHNSON, CLERK

This instrument prepared by:
Carol M. Mansfield
7636 Old Bay Pointe Rd.
Milton, Florida 32583
850-623-1645

**Bay Pointe Plantation
Declaration of Covenants, Conditions, and Restrictions**

Originally filed in Official Records BK 1591 PG 35
File # 9705283, RCD Feb 14 1997 @ 9:26 AM

Amended by two-thirds vote of owners on February 2, 2009

**ARTICLE VIII
Septic Tanks**

DELETE THE FOLLOWING:

Sanitary sewer is not available. Each lot owner is required (upon construction of a residence) to install a septic tank system in accordance with specifications supplied by Declarant and approved by all required governmental authorities.

REPLACE WITH:

As of 1 January, 2005, sanitary sewer system is available for this subdivision. All residences constructed subsequent to 31 December 2004 must be connected to the available sanitary sewer system. Residences constructed prior to 1 January 2005 may connect to the sewer system at any time but are not required to do so as long as they have an approved septic tank system.

ARTICLE IV, SECTION 7 - VEHICLES

DELETE THE FOLLOWING:

Automobiles, campers, trucks, vans, motorbikes, boats (other than boats maintained at a boat dock or boat lift), trailers, motor homes and the like, stored or for any reason left upon a Lot or owned or regularly used by an Owner must either be completely garaged or stored in such a location so that the same is out of view from the Front Lot Line, except for short-term parking not exceeding a few hours duration. Storage of any such items in any manner (such as in the private street, road right-of-way or in any portion of the driveway) which is not out of view from the Front Lot Line is expressly prohibited.

REPLACE WITH:

Section 7 - Campers, trucks and vans (one ton or greater), motorbikes, boats (other than boats maintained at a boat dock or boat lift), trailers, motor homes, and the like, stored for any reason left upon a lot or owned or regularly used by an owner must either be completely garaged or stored in such a location so that the same is out of view from the Front Lot Line except for short term parking not exceeding three days in duration. Storage or parking of any such items on any portion of the pavement of this subdivision's private street is expressly prohibited. In an emergency situation (such as a hurricane) the Board may suspend some or all of the provisions of this section for a specified length of time.

[Handwritten Signature]

Frederick D. Fisher, V.P. BP HOA
Printed name and title
Bay Pointe Plantation Owners Association, Inc.

State of Florida
County of Santa Rosa

The foregoing instrument was acknowledged before me this 9th day of February, 2009, by FREDERICK D FISHER, who produced FI DI As identification as Vice President of Bay Pointe Plantation Owners Association, Inc.

Cindy Edmonds
Notary Public

CINDY EDMONDS



IN WITNESS WHEREOF, Bay Pointe Plantation Owners Association, Inc. has executed this Declaration this 9th day of February, 2009

Signed in the presence of:

Cindy Edmonds
Witness

CINDY EDMONDS
Printed Name

Katie Byrd
Witness

KATIE BYRD
Printed Name