

This Instrument Prepared By:  
Richard M. Colbert, Esq.  
4 Laguna Street, Suite 101  
Ft. Walton Beach, FL 32548  
(850) 244-0350

**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
CARONDOLET TOWNE HOMES**

This Declaration of Covenants, Conditions, Restrictions and Easements is made as of the date set forth below by BLUEWATER REAL ESTATE INVESTMENTS, L.L.C., a Florida limited liability company (hereinafter referred to as "Declarant") for the following uses and purposes:

***RECITALS:***

A. Declarant is the owner of certain property in Okaloosa County, Florida, which is more particularly described as follows (the "Property"):

Carondolet Towne Homes, a subdivision situated in Section 1, Township 1 South, Range 23 West, City of Valparaiso, Okaloosa County, Florida, according to Plat thereof recorded in Plat Book 23, Pages 11 and 12, public records of Okaloosa County, Florida.

B. Declarant declares that, except as expressly provided otherwise below, all of the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the real property or any part thereof, their successors and assigns, and shall inure to the benefit of each Owner thereof;

NOW THEREFORE to promote the objectives described above, the Developer shall form a non-profit corporation called CARONDOLET TOWNE HOMES OWNERS ASSOCIATION, INC., for the purpose of maintaining, administering and eventually owning various portions of the Property (as defined herein) intended to be used by all or a segment of the owners and occupants of the buildings which may be constructed on the Property and for the purpose of enforcing the covenants, restriction, charges and lines created by this Declaration.

**ARTICLE I**  
**DEFINITIONS**

Section 1. "Association" shall mean and refer to CARONDOLET TOWNE HOMES OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Declarant" shall mean and refer to BLUEWATER REAL ESTATE INVESTMENTS, L.L.C., a Florida limited liability company, its successors and assigns.

Section 3. "Lot" shall mean and refer to each of the thirty-four (34) numbered parcels described on Plat.

Section 4. "Towne Home" shall mean and refer to the improved structure on the Lot.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities that have a record interest in a Lot merely as security for the performance of an obligation.

Section 6. "Stormwater System" shall mean and refer to the stormwater discharge facility that is designed and constructed to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, channel, hold, inhibit or divert the movement of stormwater.

Section 7. "Common Areas" shall mean and refer to all real property or easements (including the improvements thereto) 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 conveyance of the Lots are as follows:

- (a) Stormwater System, but only if not previously conveyed by the Declarant to a governmental entity;
- (b) The Plat of the Property recorded in Plat Book 23, Pages 11 and 12, Public Records of Okaloosa County, Florida;
- (c) All Common Areas as identified on the Plat;

- (d) Sidewalks on the Property; and
- (e) Streets and parking areas within the Property; provided that each Owner shall have the exclusive right and easement to use the driveway in front of the garage within his Towne Home.

**ARTICLE II**  
**RIGHTS OF OWNERS IN THE COMMON AREAS**

Section 1. Title to Common Areas. The Declarant may retain the legal title to the Common Areas until such time as it has completed improvements thereon and until such time, as in the opinion of the Declarant, the Association is able to maintain the Common Areas; but, notwithstanding any provision herein, the Declarant hereby covenants for itself and its successors and assigns that, subject to the foregoing, Declarant shall convey the Common Areas to the Association not later than the date on which control of the Association is turned over to the Class A Members as provided in Article IV, Section 2, hereof, free and clear of all liens and encumbrances, except real property taxes for the year in which the conveyance takes place, any easements granted by the Declarant pursuant to this Article II, and subject to this Declaration.

Section 2. Restrictions on use of Common Areas. No Owner shall place or cause to be placed any structure, sign, or other item on any portion of the Common Areas. Notwithstanding the foregoing, during construction of any Towne Home by Declarant or during any re-construction or repair of a Towne Home following a casualty, the Declarant or Owner, as applicable, shall have the right to place construction materials and equipment on the Common Areas and otherwise have full access to the Common Areas as may be necessary to facilitate such construction; provided, however, that (i) such use of the Common Areas shall not unreasonably interfere with the other Owners' use of the Common Areas, and (i) such materials and equipment shall be properly secured so as to prevent injuries to those using the Common Areas.

Section 3. Conveyance. In the event the Association is dissolved or otherwise ceases to exist, then the Association shall have the right to assign transfer and deliver over to a governmental authority or to any other organization the powers reserved in this Declaration to the Association; however, the local government authority and any special assessment district created thereby is under no obligation to accept any such assignment or transfer.

The Association shall have the exclusive right at any time to convey the Stormwater System to a local government authority, if the same was not previously conveyed to the City of Valparaiso or Okaloosa County by the Declarant.

Section 4. Utility Easements. There is reserved unto the Declarant until the date on which control of the Association is turned over to the Class "A" members as provided in Article IV, Section

2, hereof, the right to grant easements for the installation and maintenance of public utilities on the Common Areas in addition to those already reserved.

Section 5. Permits and Licenses. The Association has the right to grant permits, licenses and easements over the Common Areas for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Areas.

Section 6. Easements.

A. As long as this Declaration is in effect, each Owner shall have a non-exclusive right to an easement for the use of and enjoyment of the Common Areas equal to each other Owner's right thereto. This right of easement shall be appurtenant to and pass with title to each Owner's Lot. Except as expressly provided herein to the contrary, any right and easement created hereby, shall be subject to the following:

- (i) The right of the Association to limit the number and type of guests, invitees, or the like of these of an Owner who may use the Common Areas;
- (ii) The right of the Association to establish rules and regulations governing the use of the Common Areas and to charge reasonable admission and other fees for the use of any recreational facility situated thereon;
- (iii) The right of the Association to commit portions of the Common Areas (including, not limited to recreational facilities) to be used by one or more Owners and their guests for private parties and other similar functions, subject to the right of the Association to impose reasonable conditions and limitations on such use (including, but not limited to, the posting of a deposit to insure proper conduct, clean-up and repairs);
- (iv) The right of the Association to suspend the right of an Owner to use a portion or all of the Common Areas (with the exception of roadways and other means of ingress and egress) for any period during which any assessment against such Owner remains unpaid or any continuing infraction of the Association's rules and regulations continues and for a period not to exceed thirty (30) days for any single, no-recurring infraction of its rules and regulations;

- (v) The right of the Association (together with its agents, employees and independent contractors) to perform the maintenance, repair and reconstruction obligations described herein; and
  - (vi) The rights, easements and restrictions set forth elsewhere in this Declaration.
- B. The Association may establish reasonable rules and regulations concerning the parking or driving on any portion of the Common Areas and may have a vehicle violating them removed. The Association may also install security devices at the entrance ways to the Property to regulate entry into the Property. Notwithstanding the foregoing, all Owners and their families and guests shall have a perpetual non-exclusive easement for ingress and egress over the private roadways and parking areas within the Common Areas for vehicle and pedestrian travel to and from the public streets which are adjacent to the Property.
- C. Fire, police, health, sanitation and other public service personnel and their vehicles shall have a perpetual easement into, over and out of the Common Areas for the purpose of performing their appropriate functions.

**ARTICLE III**  
**Association Powers and Responsibilities**

Section 1      **Assignment of Maintenance Duties.**

- A. **Owners.** Each Owner shall have the legal obligation to care for and maintain all of his Lot, including, but not limited to maintenance and repair of the exterior deck or patio and exterior lighting attached or connected to his/her Towne Home, and the parking garage area directly underneath and made a part of his/her individual Towne Home. Each Owner shall also be responsible for painting, maintaining and restoring the interior on his/her Townhome.
- B. **The Association.** This Declaration shall serve as an assignment to the Association of the following duties which otherwise would be performed by the Owner:
- (i) Maintenance of common driveway, parking areas and exterior lighting within the Property but not attached to a Towne Home or otherwise located on or within a Lot;

- (ii) Maintenance of all landscaping, including the yard area in front of and behind each Towne Home;
- (iii) Maintenance of the Stormwater System, see Section 3 (E.) below;
- (iv) Maintenance, painting and repair of the exterior and roof of townhomes specifically excluding, however, the terrace floors and terrace fixtures of each Towne Home which are the responsibility of the Owner;
- (v) Maintain a service contract or agreement with a trash and garbage pick-up service for all Towne Homes; and,
- (vi) Maintenance of all other Common Areas not specifically described above.

Section 2 **Acting for the Association.** No Owner, except in his/her capacity as an officer of the Association, shall have any authority to act for the Association.

Section 3 **Powers and Duties of the Association.** The powers and duties of the Association shall include those set forth herein, in the Bylaws and the Articles, but in addition thereto, the Association shall have:

- A. The irrevocable right for the President or its designee to access each Towne Home from time to time during reasonable hours as may be necessary for making emergency repairs therein or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Towne Home, however any non-emergency matters will require reasonable notice prior to access;
- B. To make and collect assessments, to maintain, and repair the Common Areas and, when necessary, an individual Lot/Towne Home pursuant to a Special Assessment;
- C. Maintain accounting records according to good accounting principles which shall be open to inspection by Owners during reasonable business hours; and
- D. Prescribe and enforce such rules, covenants, regulations and restrictions as are specified in this Declaration, and amend said rules and restrictions from time to time as necessary.
- E. The duty to operate and maintain the Stormwater System as permitted by the appropriate Department of Environmental Protection, City of Valparaiso and

Okaloosa County, Florida officials; establish rules and regulations for the facility; assess Owners for the expense of maintenance and operation; contract for services related to the facility; and, upon dissolution of Association, to appoint the appropriate governmental entity to resume maintenance and operation.

**ARTICLE IV**  
**MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as determined by the Owners thereof, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, which shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) Three (3) months after 90% of the Lots in Carondolet Towne Homes that will ultimately be operated by the Association have been conveyed to members of the Association; or
- (b) When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or
- (c) Five (5) years following conveyance of the first Lot.

The conversion of Class B membership to Class A membership may be referred to below as the "turnover."

**ARTICLE V**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and

agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments (if any) for capital improvements or repairs, such assessments to be established and collected as provided below. Each assessment, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of that Owner unless expressly assumed by them, except as provided in Section 6 below. All Common Areas shall be exempt from assessments, charges and liens hereunder.

Section 2. Purpose of Assessments. Any assessments levied by the Association shall be used exclusively for governmental taxes and assessments, and the maintenance, repair and replacement of the Common Areas, including, but not limited to, sign and fence maintenance, parking lot and driveway repair and replacement, landscaping upkeep, trash removal, and utility maintenance and costs, if any, and insurance on the Common Areas.

Section 3. Annual Assessments. An annual assessment shall be imposed on from the date title to the first Towne Home is transferred or at such other time as may be approved by the Association with appropriate prorations during the first year. The Association shall establish the Annual Assessment which must be fixed at the same rate for each Owner, and which are subject to increase in subsequent years as provided below.

Until control of the Association is delivered to the Class "A" Members as provided in Article IV, Section 2 above, the Declarant shall be excused from payment of its share of the operating expenses and assessments related to its Lots, but Declarant shall pay any operating expenses that exceed the assessments receivable from the Class "A" members and other income of the Association.

After turnover, the Declarant shall be obligated to pay the same assessments paid by other Class "A" Members, but shall not guarantee any deficiencies. The annual assessment may be adjusted for the next succeeding year and at the end of each period of one year for each succeeding period of one year. The Board of Directors, in its discretion, may increase the annual assessment by up to ten percent (10%) above the annual assessment for the previous year without the approval of any members. Any increase in the annual assessment in excess of ten percent (10%) above the annual assessment for the previous year shall require the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 4. Special Assessments. In addition to the annual assessments referred to in this Article, the Association may levy in any assessment year a special assessment, applicable to the time required for payment, for the purpose of defraying, in whole or in part, the cost of any improvements, unexpected repairs or replacements of any kind upon the Common Areas, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are



voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Effect of Nonpayment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as provided below, become a continuing lien on the property which shall bind such property in the hand of the then Owner, his heirs, devisees, personal representatives and assigns. Each Owner (except the Declarant) agrees that it shall be liable for and promptly pay when due to the Association all assessments and special assessments. The Owner agrees and understands that in the event that an Owner fails to make payment when due, the Association shall have the right to record a lien against the Owner's Lot in the form of a statement signed by the President or Vice-President of the Association in recordable form. The Association shall have the right to enforce the lien in the manner provided under Florida law for foreclosures of mortgage liens. The Owner shall pay interest on the amount owed at the highest rate permitted by law and all court costs and attorneys' fees and costs incurred in collection, as well as all fees incurred in foreclosure of such lien. The personal obligation of the then Owner to pay such assessment, however, shall remain his/her personal obligation for the statutory period; provided, however, that no voluntary sale of any Lot shall be effective, nor shall any marketable title be conveyed, unless and until the seller has obtained from the proper officers of the Association a certificate, in recordable form, attesting to the fact that the seller has paid all assessments to date. If no such certificate is obtained and recorded, the purchaser shall be conclusively presumed to have assumed such past due assessments and shall become liable therefor. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with costs of the action.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or mortgages now or hereafter placed upon the Lots subject to assessment and also subordinated to a deed given to a mortgagee if and only if given in lieu of foreclosure of such recorded mortgage and in full satisfaction thereof; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lots pursuant to a decree of foreclosure or deed in lieu of foreclosure. Such sale or transfer shall not relieve such Lots from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which again will be subordinated to the lien of a new first mortgage placed upon the Lots.

**ARTICLE VI**  
**PROPERTY MAINTENANCE/INSURANCE**

The Association shall be responsible for all landscaping on the Property, except the Lot area enclosed by fence and attached to individual Towne Homes,

Owner shall maintain the exterior of his/her Towne Home, including the fence associated with those Towne Homes that have a private fenced yard area, in compliance with the character of the building. In the event of the failure of any Owner to maintain the exterior of his/her Towne Home in good condition and repair, and in accordance with the provisions of this Declaration, the Association shall have the right, but not the obligation, to enter upon such Owner's property and take such corrective action as is reasonably necessary to put such Owner's property in good condition and repair. The cost of such corrective actions, including administrative, professional and legal costs, shall be paid by such Owner within thirty (30) days after the Association has sent a statement reflecting the charges for such work to the Owner. Any amounts not paid within said thirty (30) days shall become a lien in favor of the Association upon the affected property until paid. The lien shall become effective upon the filing of a Notice of Lien setting forth the legal description of the Lot, the date and nature of the actions undertaken by the Association affecting the property, and the total amount of charges therefor. A copy of said Notice shall be sent by United States Mail to the Owner of such affected property. Should it become necessary for the Association to enforce the lien through foreclosure or legal action, or otherwise to attempt collection of the unpaid amount, the Owner shall be liable for all expenses incurred in connection therewith including, but not limited to, attorneys' fees and costs of court.

Each Owner shall be responsible for maintaining, at Owner's sole cost and expense (i) casualty/hazard insurance on his/her Townhome and contents, and (ii) comprehensive general liability insurance for injuries or death which may occur on the Owner's Lot. The Board of Directors may, in its discretion, cause the Association to maintain comprehensive general liability insurance for injuries or death which may occur on the Common Areas.

**ARTICLE VII**  
**PROPERTY RIGHTS AND RESTRICTIONS**

Section 1. Use Restrictions. No Lot shall be used except as permitted by applicable zoning ordinances. Such uses may include, without limitation (if permitted by applicable zoning ordinances) residential and/or commercial uses. Unless otherwise specifically permitted in this Declaration, no building shall be erected, altered, placed or permitted to remain on any Lot other than thirty four (34) townhomes originally constructed by the Declarant.

Section 2. Neat Condition. All Townhomes shall be kept in neat condition.

Section 3. Easements. There is granted to each Owner, including the Declarant, an easement over, across and/or under each Lot for the following purposes:

- (a) Storm water runoff from roofs or other structures.
- (b) Any eave or other overhanging structure providing such structure shall not exceed two (2) feet beyond the common dividing line between Owner's Lots.
- (c) Repair and maintenance to any exterior wall, party or dividing wall, eave, column or the like as may reasonably require temporary use of such adjoining Owner's Lot.
- (d) Maintenance and repair of underground or above ground electrical, television cable, sewer lines, telephone lines or any other utilities serving each Owner's Townhome.
- (e) Utility or other drainage easements shall not be fenced in any manner that will prohibit access and use. Drainage easements shall not be obstructed in any way that will alter the natural and normal flow of drainage.

Use and exercise of such easement for any of the purposes stated above shall not result in costs and/or expenses to the Owner over whose property the easement is being exercised unless for some reason the exercise directly benefits such Owner. Additionally, in exercising said easement, only such portion of the subject property that is required to accomplish one or more of the above-stated purposes shall be encumbered and subjected to the easement created herein.

Notwithstanding anything contained in these restrictions either expressed or implied to the contrary, the use of any easement herein granted or reserved shall be subject to reasonable rules and regulations which shall be promulgated from time to time by the Association.

Section 4. Party Walls. The following special covenants, restrictions and easements shall apply to all Lots:

- (a) Dividing walls of adjoining Townhomes erected on the premises described herein shall be common walls or party walls, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- (b) The cost of maintaining each party wall shall be borne equally by the Owners on either side of said wall. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

- (c) In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then Owners shall, at joint and equal expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction.
- (d) Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party walls shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.
- (e) That each party shall permit the quiet enjoyment of the adjoining party in the party walls and will permit or commit no damage or destruction of the said party wall or of the foundation supporting the same and at all times shall give and grant to each adjoining party the right of full lateral support to the adjoining party's individually demised premises.
- (f) That neither party to said party wall shall have the right of entry through the party wall into the premises of the adjoining party, either directly or indirectly.
- (g) That this party wall covenant and agreement shall inure to the benefit of and apply to any existing or subsequent mortgage holder on the premises described herein.
- (h) The rights and obligations set forth herein for the Owners of common walls or party walls shall also apply to any roofs, foundations or other portions of the structure that shall be necessarily used or enjoyed by the Owners of adjacent dwellings.

Section 5. Yard Area. Each Towne Home yard area that fronts a public roadway shall be left in its natural state without structures or other improvements being constructed or installed thereon.

Section 6. Drilling. No exploration or drilling for oil, gas or other minerals shall be permitted or allowed on any Lot and no Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 7. Nuisance. No noxious or offensive trade or activity shall be carried on or maintained on any Lot nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

Section 8. Temporary Structures. No structure of temporary character, trailer, tent, shack, or mobile living facility shall ever be placed on any Lot.

Section 9. Trash. Trash, garbage, or other waste shall not be kept except in sanitary containers.

Section 10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In no event shall more than two household pets be kept on any Lot at any one time.

Section 11. Signs. No signs of any kind shall be displayed on the Property, or from within a Towne Home (window or otherwise), except as may be approved by the Association. The Association shall have the right to require use of specific "For Sale" or "For Rent" signs. Any signs displayed shall comply with the applicable laws, rules and ordinances.

Section 12. Fences. Other than the fence to be constructed by Declarant as seen in the architectural description of the Property, no fence or wall shall be erected along the street frontage of any Lot or in the area between the front property line and the setback line or the front of the dwelling unless an exception based on desirable architectural effect is obtained from the Architectural Control Committee. In no events will a metal chain line or similar type utility fence be permitted in the area between a dwelling and the street. There is excepted from this restriction any fences that are required by either FHA, VA or any governmental agency to be constructed and maintained around easement areas.

Section 13. Drainage. No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. In order to facilitate natural surface water drainage, it may be necessary for the developer to contour each Lot to provide a continuous drainage pattern from Lot to Lot within the Property. These drainage patterns shall not be altered. All green belt areas on the Property, if any, shall remain undisturbed and no Owner or other person or entity shall in any way interfere with the natural green belt areas on the Property.

Section 14. Clothes Lines. No outside clothes lines visible from the street or adjacent property or other terms detrimental to the appearance of the Property shall be permitted on any Lot.

Section 15. Boats, RVs and Parking. No boats, trailers, motor homes, campers, or other recreational vehicles shall be parked or stored on the Property. Cars, trucks, motorcycles and other motor vehicles may not be parked on the street except in accordance with rules adopted by the Association.

Sections 16. Front Porch. No barbeque grills, appliances, bicycles or other property or equipment shall be kept or stored the front porch of any Towne Home.

**ARTICLE VIII**  
**ARCHITECTURAL CONTROL COMMITTEE**

Section 1. For the purpose of further insuring the maintenance of the Property as a development of the highest quality and standard, and in order that all improvements on each Lot shall present an attractive, aesthetically harmonious, consistent and pleasing appearance from all sides of view, the Board of Directors of the Association shall act as an architectural control committee (the "Committee") with the power and discretion to control and approve the construction, remodeling or addition to the buildings, dwellings, structures and other improvements of any kind on any Lot, or any portion of the Property, in the manner and to the extent set forth herein. No dwelling, building, fence, wall, utility or yard shed or structure, driveway, spa, yard ornament, bird bath, bird house, sports/game or play structure, or any other structural improvement, regardless of the size or purpose, whether attached to or detached from the main dwelling, shall be commenced, placed, erected or allowed to remain on any portion of the Property, nor shall any addition or exterior change (including repainting) or alteration thereto be made, or shall any change in the landscaping, elevation or surface contour of any portion of the Property be made unless and until building plans and specifications covering the same, showing such information as may be required by the Committee, have been submitted to and approved in writing by the Committee.

Section 2. The Committee shall have the absolute and exclusive right to refuse to approve any such plans and specifications for improvements which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the owner in writing stating with reasonable detail the reasons for disapproval. In its review of such plans and specifications, the Committee may take into consideration the suitability and desirability of the proposed construction, the materials of which the same are proposed construction to be built, a portion of the Property or Lot upon which the proposed is to be erected, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures thereon, and the affect and appearance of such construction as viewed from neighboring Towne Homes.

Section 3. Notwithstanding anything contained herein to the contrary, the Committee shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any owner due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement. Furthermore, the approval of any plans and specifications or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvement are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria for Committee, or are in fact architecturally or aesthetically appropriate, or comply with any applicable government requirements, and the Committee shall not be liable for any defect or deficiency in such plans or specifications or improvements, or any injury resulting therefrom.

Section 4. The Committee may designate a representative to act for the Committee. Upon the death or resignation of a member of the Committee, the remaining members shall have full authority to designate successor members. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

Section 5. When a Towne Home or structure has been erected or its construction substantially advanced and the Towne Home or structure is located on any Lot or other part of the Property in a manner that constitutes a violation of these covenants and restrictions of the building setback lines shown on the recorded plat, the Committee may release the Lot or Property, or parts thereof, from any part of the covenants and restrictions or setback lines that are violated. The Committee shall not give such a release except for a violation that is determined in its sole discretion to be a minor or insubstantial violation.

Section 6. In the event a Towne Home is damaged or destroyed by fire or other casualty, said Towne Home shall be repaired or replaced to be substantially identical to the Towne Home before the casualty. The Committee shall have the right to approve all plans and specifications for such repair or replacement to insure compliance with this provision.

## ARTICLE IX GENERAL PROVISIONS

Section 1. The Declarant, 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 the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for the successful enforcement of any conditions, restrictions or covenants herein contained (due to its violation or breach), or lien against an Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the Owner or Declarant who initiates such successful judicial proceeding for the enforcement of said condition, restriction, covenant or lien.

Section 2. Invalidation of any one of the covenants 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. 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 30 years from the date this Declaration is recorded unless amended by an instrument signed by a majority of the record Owners. Each Lot shall be accorded one vote. After the initial 30-year term, this

Declaration shall be automatically extended for successive period of 10 years, unless amended by an instrument signed by a majority of all of the Owners of the Lots. Notwithstanding the foregoing, Declarant reserves unto itself and assigns, the right to amend the Declaration at any time within two years after the date hereof, if doing so is necessary or advisable to accommodate FHA, VA, FNMA or the like financing of any structures within the Property. Any amendment of this Declaration must be recorded in the public records of Okaloosa County, Florida.


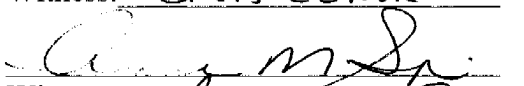
Section 4. The Declarant shall not, in any way or manner, be held liable for failure to enforce the conditions, restrictions and covenants herein contained as to any Owner or any other person or entity for any violation of the restrictions set forth herein by any Owner other than itself.

Section 5. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Declarant, 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 a reverter or forfeiture of title.

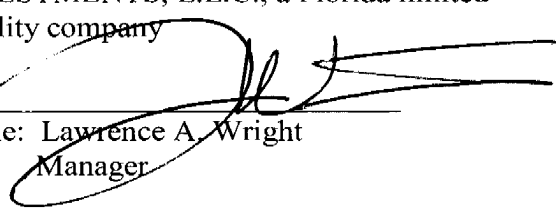
Section 6. The Declarant (for itself, its legal representative, administrators, and specifically designated successors), reserves and shall have the sole right (a) to amend this Declaration for the purpose of curing any ambiguity in, any inconsistency between, or any errors within the provisions contained herein, (b) to include in any contract or deed or other instrument hereinafter made any additional covenants, restrictions and conditions applicable to the Property which do not lower the standards of the covenants, restrictions and conditions herein contained, and (c) to release any Lot from any part of the covenants, restrictions and conditions which has been violated (including, without limiting the foregoing, violations of building setback lines and provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation.

IN WITNESS WHEREOF, the undersigned has caused its sign and seal to be affixed hereto and has duly authorized its Manager to act on its behalf this 22 day of February, 2006.

Signed, sealed and delivered  
in the presence of:

  
Witness: David Clark  
  
Witness: Anne M. Spies

BLUEWATER REAL ESTATE  
INVESTMENTS, L.L.C., a Florida limited  
liability company

By:   
Name: Lawrence A. Wright  
Its: Manager

(Corporate Seal)



STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February 2006, by Lawrence A. Wright, as Manager of Bluewater Real Estate Investments, L.L.C., a Florida limited liability company, on behalf of the Company. He () is personally known to me or ( ) has produced his \_\_\_\_\_ as identification.



Dawn Putynkowski  
Notary Public

Dawn Putynkowski  
Printed Name

Commission No. DD0238371  
Commission Expires: August 5, 2007

**JOINDER AND CONSENT**

LET IT BE KNOWN THAT Regions Bank, being the Mortgage holder of the lands known as Carondolet Towne Homes, for good and valuable consideration received, does hereby approve and consent to the above Declaration of Covenants, Conditions, Restrictions and Easements for Carondolet Towne Homes, and does hereby join in the Declaration to same intent and purpose.

Regions Bank

By: [Signature]  
Its: VICE - President  
(Corporate Seal)

State of Florida  
County of OKALOOSA

Before me, the undersigned Notary Public, this 22 day of February, 2006, did personally appear JOEL LANGRIS as VICE President of Regions Bank, on behalf of said bank. He () is personally known to me or ( ) has produced his \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
Janet J. Dunn  
Printed Name

Commission No. \_\_\_\_\_  
Commission Expires: \_\_\_\_\_