



**MASTER  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MAGNOLIA PLANTATION AT BLUEWATER BAY**

This Declaration of Covenants, Conditions and Restrictions is made as of the 1st day of December, 1993 by EMCA FOREST INVESTORS, LTD., hereinafter referred to as "Declarant".

**WITNESSETH:**

Declarant is the owner of the real property described in Exhibit "A" (sometimes referred to as the "Property" or "Magnolia Plantation at Bluewater Bay"). This Declaration sets forth a general plan of improvement for the benefit of all owners of residential property within Magnolia Plantation at Bluewater Bay and constitutes the terms and conditions applicable to Magnolia Plantation Property Owners Association at Bluewater Bay, Inc. (the "Association"). Declarant seeks by this document to provide a flexible and reasonable procedure for the overall management of the private roads and other common areas; to regulate the inter-relationship of the various subdivisions to be developed within Magnolia Plantation at Bluewater Bay; and to establish a method for the administration, maintenance, preservation, use and enjoyment of such common property as is now or may hereafter be the responsibility of or be owned by the Association. The Association may also perform educational, recreational, charitable, and other social welfare activities.

Each Residential Unit is subject to this Master Declaration and will automatically become a member of Magnolia Plantation Property Owners Association at Bluewater Bay, Inc.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with title to the Property submitted to this Declaration. The terms of this Declaration shall be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof. Declarant may withdraw parcels or portions of the Property from this Declaration if Declarant decides not to develop that parcel or portion as a residential subdivision within Magnolia Plantation.

**ARTICLE I  
DEFINITIONS**

Section 1. "Area of Common Responsibility" shall mean and refer to those areas, if any, which are designated as such by this Declaration, designated as such by Declarant or by the Association, designated as such pursuant to any agreement between the Association and any association of Residential Unit owners or with any condominium association or with any other owner within Magnolia Plantation at Bluewater Bay, or designated as Common Area herein.

Unless the documents creating any parcel within Magnolia Plantation at Bluewater Bay specifically provide that the property included in that parcel shall not be subject to this paragraph, all property outside the legal limits of a Residential Unit and not otherwise a part of the common area of an association within Magnolia Plantation at Bluewater Bay (other than this Association) shall also be an Area of Common Responsibility. Expense for security,

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maintenance and replacement within Areas of Common Responsibility shall be designated by the Board as either General Expense or Parcel Expense.

**Section 2. "Association"** shall mean and refer to Magnolia Plantation Property Owners Association at BluewaterBay, Inc., a Florida nonprofit corporation, its successors and assigns.

**Section 3. "Board of Directors" or "Board"** shall refer to the Board of Directors of the Association.

**Section 4. "Common Area"** shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. Common roads owned by the Association shall include all area within the designated right-of-way.

**Section 5. "Common Expense"** shall mean and include the actual and estimated expenses of operating the Association including all expenses incurred to secure, maintain and preserve its Common Areas and its Areas of Common Responsibility, and including reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation. Common Expenses shall be divided by the Board into General Expenses, which are expenses designated by the Board to be of benefit to the entire Property, and Parcel Expenses, which are certain expenses as designated by the Board applicable specifically to a certain Parcel and not applicable generally to the entire Property.

**Section 6. "Declarant"** is EMCA Forest Investors, Ltd., and its designated successors or assigns. A successor by foreclosure or deed in lieu of foreclosure will have all rights of Declarant and may have greater rights than Declarant in certain cases as set forth herein.

**Section 7. "General Assessment"**. An assessment of a portion of Common Expenses equal to General Expenses which shall be charged to every Residential Unit in the Property on an equal basis.

**Section 8. "Limited Access Area"** is that certain area within the described boundary lines of a Residential Unit or a condominium building where the owner or owners thereof shall have the exclusive use and access over those areas defined by such boundary lines, subject to this Declaration, and to any applicable condominium, townhome or subdivision documents, and subject to other rights of use by utility easements or access agreements. In addition, maintenance and other personnel authorized by the Board shall have the right, as specifically authorized by the Board, to enter a Limited Access area to fulfill a duty given the Association by this Declaration or by various other documents creating the owners' estate in the subject property. Fences around property (if any are permitted) shall make provision to accommodate the need of maintenance or emergency personnel to enter these areas in such locations as may be approved by Declarant in connection with any such fence approved.

**Section 9. "Member"** shall mean and refer to a person or entity entitled to membership in the Association as provided herein.

**Section 10. "Mortgage"** shall include a deed of trust as well as a mortgage.

**Section 11. "Mortgagee"** shall include a beneficiary or holder of a deed of trust as well as a mortgagee. The term shall also refer to the successor in interest to any mortgagee, unless the context requires otherwise.

**Section 12. "Mortgagor"** shall include the trustor of a deed of trust as well as a mortgagor.

**Section 13. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of any Residential Unit which is part of the Property but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

**Section 14. "Parcel"** shall mean and refer to any separately designated portion of the Property intended to be developed as a residential area. The boundaries of a Parcel, type of development therein and number of Residential Units in a Parcel may be changed from time-to-time at the sole discretion of the Declarant. After a Parcel has been designated by Declarant, the Board may or may not separately designate the same Parcel for purposes of assigning Parcel Expenses, or the Board may redefine an area as a Parcel for purposes of assessing Parcel Expenses.

**Section 15. "Person"** means a natural person, a corporation, a partnership, trustee, or other legal entity.

**Section 16. "Property"** shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as may be added to this Declaration by the Declarant.

**Section 17. "Parcel Assessment"**. Parcel Assessments shall be used for the purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners of the Residential Units within a Parcel and for securing and maintaining the Areas of Common Responsibility within or for the benefit of a given Parcel, all as may be specifically authorized from time-to-time by the Board of Directors of this Association.

The Parcel Assessment shall be levied equally against Owners of Residential Units in a Parcel for such purposes as are authorized by this Declaration or as are determined to be necessary or appropriate by the Board of Directors from time-to-time. The Parcel Assessment shall be in addition to the General Assessments and any Special Assessments.

**Section 18. "Residential Association"** shall mean any association other than this Association created with respect to any portion of the Property subject to this Declaration.

**Section 19. "Residential Unit"** shall mean any portion of the Property intended for any type of independent ownership and shall, unless otherwise specified, include within its meaning but not be limited to condominium units, zero lot line homesites, attached fee simple townhome sites, or single family homesites, as such units may be developed within the Property.

For the purpose of this Declaration, a Residential Unit shall come into existence for purposes hereof upon the recording in the public records of Okaloosa County of a subdivision or condominium plat describing said units. In addition, with respect to unplatted Parcels included in the Property, each such unplatted Parcel shall be attributed with the number of residential units which Declarant plans to develop as specified on Exhibit B attached hereto and made a part hereof. Said proposed Residential Units within a Parcel shall also be considered Residential Units for purposes of this Declaration. Declarant may change said development plan from time-to-time in its sole discretion.

## **ARTICLE II PROPERTY RIGHTS**

**Section 1. Rights of Residential Unit Owner** Every owner shall have a right and easement of ingress, egress and access over, upon and across the Common Area of Magnolia Plantation at Bluewater Bay and such other property rights as may be specifically granted to an Owner hereafter, subject to the right of the Association acting through its Board to regulate and control said use in the best interest of the Association. All rights and easements shall also be subject to any restrictions or limitations contained in any Deed or amendment to this Declaration conveying the Common Area to the Association or subjecting it to this Declaration. Any Owner may delegate his or her right of ingress, egress, access or enjoyment to the members of his or her family, tenants, and social invitees subject to such rules and regulations as may be adopted by the Board. It is intended that Magnolia Plantation will be operated as a controlled access community in accordance with such rules and regulations therefor as the Board may adopt from time-to-time.

**Section 2. Rights of Declarant** The Declarant shall have a right of ingress, egress, access and enjoyment in and to the Common Area and may delegate its rights and easements to its successors, assigns, tenants and social and business invitees. The Sales Center designated and built by Declarant is not a Common Area whether or not it is situated within a Common Area such as a road right-of-way and will remain private property of the Declarant. **DECLARANT AND ITS DESIGNATED SUCCESSORS AND ASSIGNS WILL HAVE THE RIGHT TO USE THE SALES CENTER AND ANY RESIDENTIAL UNIT AS A SALES OR BUSINESS OFFICE UNTIL ALL RESIDENTIAL UNITS HAVE BEEN SOLD AND THEREAFTER MAY MAINTAIN A SALES CENTER WITHIN A RESIDENTIAL UNIT TO ASSIST IN REALES WITHIN THE PROPERTY.**

**ARTICLE III  
MEMBERSHIP IN COUNCIL OF PROPERTY OWNERS  
AT BLUEWATER BAY**

The Association has agreed to be a member of the Council of Property Owners at Bluewater Bay, Inc. ("Council"), a defacto master association of other associations and property owners at Bluewater Bay. By accepting title pursuant to this Declaration, each owner of a Residential Unit is deemed to have appointed and given his or their proxy and power to vote regarding all issues to come before the Council to the representative designated by the Board of Directors of the Magnolia Plantation Association. The Board will appoint one or more of its members to serve as its representative to the Council and may remove that person without cause or notice. The Association shall not be obligated to continue membership in the Council if the majority of the homeowners in Magnolia Plantation vote to withdraw at any time. The expense of being a member of the Council shall be paid by the Association as a General Expense and the areas of concern addressed by the Council shall be considered part of the Association's Area of Common Responsibility. The fee paid by members to the Council for calendar year 1993 is \$60-per year per Residential Unit with a completed home and \$36 per year per Residential Unit without a completed home. The Association shall not be obligated to pay any increased fee unless the increased fee is charged to all members of the Council.

**ARTICLE IV  
MEMBERSHIP, DECLARANT'S VOTES & ASSESSMENT, ELECTION OF DIRECTORS**

**Section 1. Membership** .Every person or entity which is the record owner of a fee or undivided fee interest in any Residential Unit that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Residential Unit owned. In the event of multiple owners of a Residential Unit, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast for each Residential Unit.

**Section 2. Voting** . The Association shall have one (1) class of membership. Each Residential Unit shall be entitled to one vote, except that the Declarant will have 3 votes for each Residential Unit or proposed Residential Unit it owns as provided herein, said proposed Residential Units shall be converted to Residential Units as a plat is filed for record for each of said subdivisions.

When more than one person holds an interest in any Residential Unit, the vote for such Residential Unit shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Residential Unit's vote shall be suspended in the event more than one person seeks to exercise it.

**Section 3. Declarant's Assessment** . UNLESS DECLARANT ELECTS OTHERWISE AS SET FORTH HEREAFTER, AS LONG AS DECLARANT OWNS MORE THAN ONE-THIRD OF THE RESIDENTIAL UNITS (PROPOSED AND ACTUAL) THEN IN LIEU OF DUES OR GENERAL ASSESSMENTS OR PARCEL ASSESSMENTS, DECLARANT SHALL BE RESPONSIBLE FOR PAYING TO THE ASSOCIATION AN AMOUNT EQUAL TO THE DEFICIT INCURRED BY THE ASSOCIATION IN CONNECTION WITH ITS NORMAL OPERATIONS, SAID DEFICIT TO BE FUNDED ON A MONTHLY BASIS. IN THE EVENT DECLARANT CONTINUES TO BE OBLIGATED TO FUND THE ASSOCIATION DEFICIT AS SET FORTH HEREIN. THEN NEITHER DECLARANT NOR ANY OWNER WHO TAKES TITLE FROM ANY MORTGAGEE OF DECLARANT OR ITS SUCCESSOR IN INTEREST, WHETHER TITLE IS TAKEN BY FORECLOSURE OR BY DEED IN LIEU OF FORECLOSURE, SHALL BE OBLIGATED TO PAY ANY ASSESSMENT, NOR SHALL ANY LIEN ATTACH TO THE PROPERTY OWNED BY DECLARANT OR A SUCCESSOR TO DECLARANT, ARTICLE VIII NOTWITHSTANDING. DECLARANT MAY AT ANY TIME AFTER JANUARY 1, 1996 ELECT TO TERMINATE ITS DEFICIT FUNDING OBLIGATION HEREUNDER IN WHICH EVENT DECLARANT SHALL PAY THE GENERAL ASSESSMENTS AND APPROPRIATE PARCEL ASSESSMENTS APPLICABLE TO ITS RESIDENTIAL UNITS.

**Section 4. Termination of Declarant's Special Status** . At such time as Declarant no longer owns 1/3 of the Residential Units (including Proposed Residential Units), or, if earlier, at such time as Declarant elects to terminate its deficit funding obligation under Article IV, Section 3, but in any event not later than December 31, 2003, Declarant shall thereafter have only one vote per Residential Unit, shall no longer be obligated to fund the Association's deficit, and shall be subject to paying its share of Common Expenses based on the same assessment as is levied on any other Residential Unit.

**Section 5. Board of Directors** . The initial Board of Directors will consist of three persons appointed by Declarant. Thereafter, the Board shall consist of at least three but not more than seven persons elected at the Annual Meeting of Members. Declarant shall always have the right to appoint one person to the Board notwithstanding whether Declarant owns any Residential Units.

**ARTICLE V  
MAINTENANCE**

It is anticipated that some parcels within the Property will have their own association and specifically identified common areas. As such, a portion of those Parcels may be described as "Areas of Common Responsibility", maintenance of which shall be the responsibility of the Association to the extent determined appropriate by the Board in which event the expenses connected therewith may be either General Expenses or Parcel Expenses as the Board may determine to be appropriate. Each Parcel association shall have the option to provide a greater degree of maintenance than that provided by the Association. Individual Parcel associations may assess themselves to provide additional services for maintenance or other purposes as determined by the board of each Parcel association.

**ARTICLE VI  
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

**Section 1. Personal Property and Real Property for Common Use** . The Association through action of its Board of Directors may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board acting on behalf of the Association shall accept any real or personal property, leasehold, or other property interest within Magnolia Plantation at Bluewater Bay conveyed to it by the Declarant.

**ARTICLE VII  
ADDITIONAL RIGHTS OF THE ASSOCIATION AND OWNERSHIP RESTRICTIONS**

**Section 1. Rules and Regulations** . This Association shall have the right to make rules and regulations governing the use of Common Area and conduct within the Property. Reasonable notice must be given to each member prior to the enforcement of such rules and regulations.

**Section 2. Enforcement; Indemnification** . This Association shall have the authority to impose monetary fines for violation of the Declaration of Covenants and Restrictions applicable to any parcel or for violation of the Association's rules and regulations governing the Common Area, which fines shall constitute a lien on an owner's Residential Unit or Units.

If the Association, Declarant or any individual seeks to enforce these Covenants or the rules and regulations of the Board through legal action, they will be indemnified for costs and legal fees by any Owner judicially determined to be in violation of the Covenants or of the rules and regulations of the Board. However, no such right of indemnification against fees and costs for enforcement of Covenants or rules and regulations shall exist in favor of any person other than the Association or Declarant unless the Association has first been requested in writing to take enforcement action and has refused to do so. In addition, the Association may provide in its ByLaws a mechanism for arbitrating disputes between members. If so, arbitration of the dispute is a condition precedent to any litigation to enforce the Covenants or any rule or regulation of the Board.

**Section 3. Enforcement Procedures** — In order to maintain the appearance of Magnolia Plantation in a fair and equitable manner, the following procedures will be in effect for enforcement of the Covenants, Conditions and Restrictions.

- A. First violation reported the Association Property Manager. A telephone call, with follow up letter from the property manager informing the resident (and property owner) of the violation. The property owner will have up to 30 days from the date of the letter to correct the violation. Failure to correct the violation within 30 days will constitute a second violation.
- B. Second violation of the same matter reported to the Association Property Manager. A \$50.00 fine will be assessed and notification by phone and certified letter will be made to the property owner. Fines not paid within 30 days of the date of the certified letter will result in a lien for the fine amount, plus administrative fees being placed on the property. Failure to correct the violation within 30 days will constitute a third violation.
- C. Third and subsequent violations of the same matter reported to the Association Property Manager. A \$250.00 find will be assess and notification by phone and certified letter will be made to the property owner. Fines not paid within 30 days of the date of the certified letter will result in a lien for the fine amount, plus administrative fees being placed on the property. Failure to correct the violation within 30 days will constitute a subsequent violation.

**Section 4. Implied Rights** . The Association may exercise any other right or privilege given to it expressly by this Declaration, the By-Laws, or by the Declaration of Covenants and Restrictions applicable to any Parcel and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

## **ARTICLE VIII ASSESSMENTS**

**Section 1. Creation of General Assessment** .There are hereby created assessments for Common Expenses as may from time-to-time be specifically authorized by the Board of Directors. General Assessments shall be allocated equally among all Residential Units within the Association (not including Proposed Residential Units owned by Declarant) and shall be for expenses determined by the Board to be for the benefit of the members of the Association as a whole. Parcel Assessments shall be levied against Residential Units located in particular Parcels for whose benefit Parcel Expenses are incurred and which the Board has determined benefit less than the members of the Association as a whole, said Parcel Assessments to be allocated equally among all Residential Units within the designated Parcel unless the Residential Units therein are subject to a Declaration of Condominium or similar association document which specifies another allocation method. Each Owner by acceptance of his or her deed is deemed to covenant and agree to pay these General and Parcel Assessments. All such assessments, together with interest at the highest rate allowable under the laws of Florida from time-to-time relating to usury for residential real estate loans, plus costs and reasonable attorney's fees, shall be a continuing lien against the Residential Unit on which an assessment is made. A late fee may be charged for each month in which any assessment is more than twenty (20) days late. The amount of the late fee shall be determined by the Board from time-to-time but shall be uniform when established.

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 Residential Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except a first mortgagee who obtains.. title to a Residential Unit pursuant to the remedies provided in the mortgage shall not be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquent payments. Unless the Board otherwise provides, the assessment shall be paid in monthly installments, in advance.

**Section 2. Computation of Assessment** – The Board shall prepare an annual budget and the following provisions shall apply:

It shall be the duty of the Board, at least thirty (30) days prior to the meeting at which the budget shall be presented to the membership, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include such reserve funds as the Board deems appropriate and such General and Parcel Expenses as are anticipated, each of which shall be separately listed. The Board shall cause a copy of the budget and the amount of the assessments to be levied against each Residential Unit for the following year to be delivered to each Owner at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the meeting by a vote of at least two-thirds of the Association membership.

Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year, with the total thereof increased by a maximum of six (6%) percent, shall continue for the succeeding year.

**Section 3. Special Assessments** . In addition to the assessments authorized in Section 1, the Association may levy a special assessment in any year. So long as the Special Assessments authorized under this Section 3 do not exceed One Hundred (\$100.00) Dollars per Residential Unit in any one year, the Board by majority vote may impose the Special Assessment. If such total is exceeded, then any excess Special Assessment must be approved by a majority vote of the Association membership.

**Section 4. Lien for Assessments** . All assessments shall constitute a lien on each Residential Unit prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value.

The Association shall have the power to bid for the Residential Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period owned by the Association following foreclosure: (1) No right to vote shall be exercised on its behalf, (2) No assessment shall be assessed or levied on it; and (3) Each other Residential Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Residential Unit had it not been acquired by the Association as a result of foreclosure.

Suit to recover a money judgment for unpaid common expenses, rent and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

**Section 5. Successor to Declarant** . Notwithstanding anything herein to the contrary, no mortgagee or successor of Declarant shall be obligated for assessments until the mortgagee has taken title and the unit to which the assessment applies has been completed and offered for sale.

## ARTICLE IX GENERAL PROVISIONS

**Section 1. Term** . The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association, the Declarant or by the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

**Section 2. Amendment** . This Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of Members representing a majority of the total voting power of the Association. Notwithstanding the above, Declarant reserves unto itself until January 1, 2003 the right to amend this Declaration in any way Declarant desires or to prevent any amendment by others except that no changes may be made in the method of assessment or the voting right of any Residential Unit except with the consent of a majority of those members. Any amendment must be recorded among the land records of Okaloosa County, Florida. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

**Section 3. Indemnification** - The Association shall indemnify every officer and director against any and all expenses, including counsel in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a Common Expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

**Section 4. Delegation of Use** . Any Owner may delegate, in accordance with the By-Laws of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees.

**Section 5. Perpetuities** . If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty one (21) years after the death of the last survivor of the now living descendants of James Earl Carter former President of the United States.

**Section 6. Renting or Leasing of Residential Units** . Residential Units may be rented or leased subject to the following restrictions:

- A. All tenants shall be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.
- B. Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Declaration, By-Laws, and the rules and regulations promulgated thereunder, and said Owner is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the unit are fully liable for any violation of the documents and regulations; failure to comply shall be, at the Board's option, considered a default in the lease.
- C. In the event that a lessee, occupant, or person living with the lessee violates a provision of the Declaration, ByLaws, or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity, including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.
- D. The Board shall also have the power to impose reasonable fines upon the lessee or on the Owner for any violation by the lessee, occupant, or person living with the lessee of any duty imposed under the Declaration, By-Laws, or rules and regulations adopted pursuant thereto, and to suspend the right of the lessee, occupant, or person living with the lessee to use the Common Area. The Board shall have authority and standing to enforce any lease restrictions contained in or promulgated in accordance with any recorded instrument creating any residential association with Magnolia Plantation at Bluewater Bay.
- E. No residential unit may normally be leased for a period of less than six months. Case by case consideration of one time exceptions due to unusual circumstances will be made by the property manager. Waivers must be granted by the property manager in consultations with the Board of Directors. In no case will waivers be granted for a lease period of less than three months.



**ARTICLE X  
RIGHTS OF SUCCESSOR TO DECLABANT**

Any Successor to Declarant by foreclosure or by deed in lieu of foreclosure may amend this Declaration to provide that all remaining property not then built upon may be removed from the plan of development. Such property may thereafter be used for development or sale by such successor free from any restraint or control of these Covenants.

Any property acquired after foreclosure or after deed in lieu of foreclosure even if removed by the Successor to Declarant from this subdivision, will have access to and use of all common areas upon payment of a pro-rata portion of the cost of operating the Common Areas.

**ARTICLE XI  
RULES OF CONSTRUCTION**

Section 1. The provisions of this Declaration and of the Covenants are to be construed liberally, in protection of the highest value of land, and in favor of strict but reasonable limitations or personal conduct. Such restrictions are considered supportive of the over all best interests and high values of the subdivisions.

Section 2. Headings herein are for reference only. They are intended as a guide to the contents within the section, and are not a complete statement of its contents. To the extent headings are inconsistent with content of any section, or are incomplete, the text of the content of the section will control.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 30<sup>th</sup> day of March, 1999.

"DECLARANT"  
EMCA FOREST INVESTORS, LTD.  
A Florida Limited Partnership

By: [Signature]  
Raimund Herden, General Partner

[Signature]  
Witness

[Signature]  
Witness

STATE OF FLORIDA  
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Raimund Herden as General Partner of EMCA Forest Investors, Ltd. To me well known to be the person described in and who executed the foregoing and acknowledged before me that he executed the same. He is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 30<sup>th</sup> day of March, 1999.

[Signature]  
Notary Public  
My Commission Expires: March 24, 2003

(SEAL)

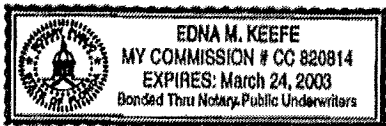


Exhibit "A"



Land Surveyors/Engineers

# Gustin, Cothorn & Tucker, Inc.

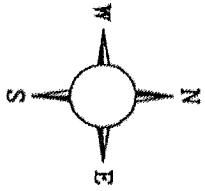
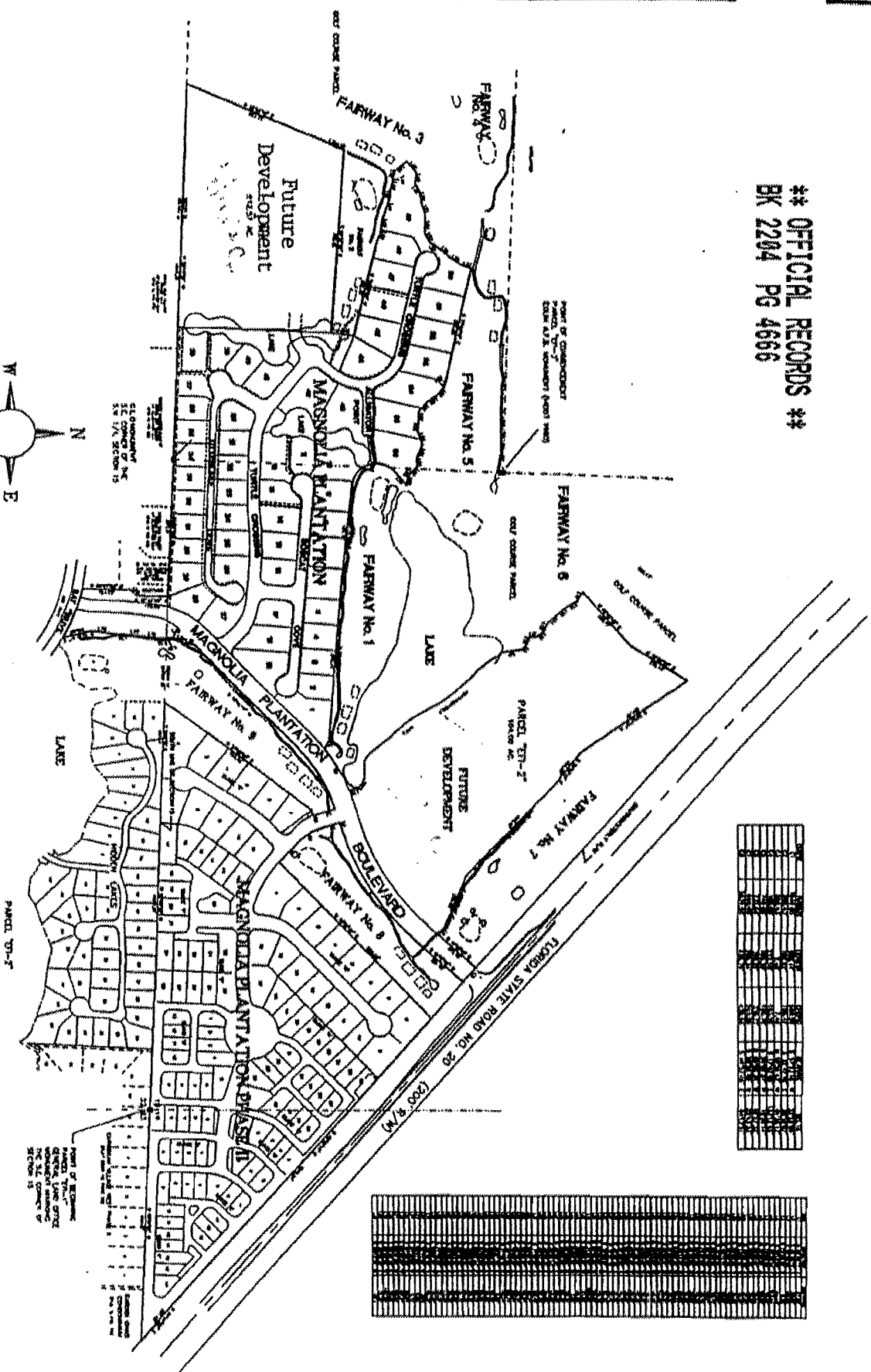
121 Hart Street  
Niceville, Florida 32578

Telephone  
(904) 678-5141

**\*\* OFFICIAL RECORDS \*\***  
BK 2204 PG 4665

LEGAL DESCRIPTION: EFI-2 (Overall Magnolia Plantation Development)

BEGINNING AT THE GENERAL LAND OFFICE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 22 WEST OKALOOSA COUNTY, FLORIDA, (ALSO BEING THE SOUTHWEST CORNER OF SECTION 14) THENCE GO N 88°09'55" W, ALONG THE SOUTH LINE THEREOF 1697.36 FEET; THENCE DEPARTING SAID SOUTH LINE GO N 37°05'53" E, 750.58 FEET; THENCE GO N 72°26'56" E, 23.81 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 269.43 FEET; THENCE ALONG SAID CURVE IN A NORTHWESTERLY DIRECTION THROUGH A CENTRAL ANGLE OF 01°35'12" AN ARC DISTANCE OF 7.46 FEET (CHORD = 7.46 FEET, CHORD BEARING = N 18°59'42" W TO THE POINT OF TANGENCY; THENCE GO N 18°12'07" W, 85.98 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 660.00 FEET; THENCE GO SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 25°43'33", AN ARC DISTANCE OF 296.34 FEET (CH. = 293.86 FEET, CH.BRG. = S 58°56'06" W); THENCE GO S 46°04'19" W, 607.32 FEET; THENCE GO S 07°28'18" W, 47.25 FEET; THENCE GO S 34°54'24" W, 32.93 FEET; THENCE GO S 06°38'04" W, 23.05 FEET; THENCE GO S 07°58'06" E, 36.66 FEET; THENCE GO S 08°33'22" W, 87.21 FEET; THENCE GO S 05°27'06" W, 60.06 FEET; THENCE GO S 02°25'39" E, 26.81 FEET; THENCE GO S 07°28'19" W, 107.98 FEET; THENCE GO S 13°31'41" E, 119.65 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF BAY DRIVE (80' RIGHT-OF-WAY) SAID POINT BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 732.84 FEET; THENCE GO WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 16°57'32", AN ARC DISTANCE OF 216.91 FEET (CH. = 216.12 FEET, CH.BRG. = N 69°06'34" W) TO THE SOUTHEAST CORNER OF ROYAL OAK VILLAGE III C (AS RECORDED IN PLAT BOOK 10, PAGE 1 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY) THENCE DEPARTING SAID NORTH RIGHT-OF-WAY RUN ALONG THE EAST BOUNDARY OF SAID ROYAL OAK VILLAGE THE FOLLOWING CALLS: N 00°57'03" E, 194.97 FEET; THENCE GO N 46°45'32" E, 31.87 FEET; THENCE GO N 01°49'52" E, 128.00 FEET TO THE SOUTH LINE OF SAID SECTION 15, THENCE DEPARTING SAID EAST BOUNDARY GO ALONG SAID SOUTH LINE N 88°09'55" W, 572.01 FEET TO THE G.L.O. MONUMENT MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 15; THENCE GO N 88°10'00" W, ALONG THE SOUTH LINE THEREOF 1569.39 FEET; THENCE DEPARTING SAID SOUTH LINE GO N 23°20'10" E, 627.71 FEET; THENCE GO N 32°29'13" E, 31.88 FEET; THENCE GO N 18°57'15" E, 36.45 FEET; THENCE GO S 86°32'25" E, 753.56 FEET; THENCE GO N 10°05'07" E, 91.75 FEET; THENCE GO N 76°29'08" W, 397.86 FEET; THENCE GO N 68°35'04" W, 42.16 FEET; THENCE GO N 82°45'36" W, 53.03 FEET; THENCE GO N 71°32'42" W, 100.09 FEET; THENCE GO S 85°53'38" W, 22.53 FEET; THENCE GO N 75°38'23" W, 49.05 FEET; THENCE GO S 84°46'58" W, 7.86 FEET; THENCE GO N 76°29'08" W, 30.18 FEET; THENCE GO N 38°40'28" W, 62.20 FEET; THENCE GO N 48°32'33" E, 60.60 FEET; THENCE GO S 82°51'43" E, 45.03 FEET; THENCE GO N 58°19'39" E, 34.06 FEET; THENCE GO N 80°17'32" E, 52.78 FEET; THENCE GO N 71°12'52" E, 50.19 FEET; THENCE GO S 88°47'07" E, 73.27 FEET; THENCE GO N 63°52'04" E, 46.54 FEET; THENCE GO N 29°49'33" E, 37.15 FEET; THENCE GO N 40°08'26" E, 53.61 FEET; THENCE GO N 35°14'25" E, 66.73 FEET; THENCE GO N 17°43'15" E, 43.20 FEET; THENCE GO S 77°42'10" E, 504.95 FEET; THENCE GO S 30°27'56" E, 3.99 FEET; THENCE GO S 49°05'35" E, 42.96 FEET; THENCE GO S 34°56'15" E, 41.86 FEET; THENCE GO S 47°00'09" E, 54.94 FEET; THENCE GO S 86°57'44" E, 56.72 FEET; THENCE GO S 79°34'19" E, 26.15 FEET; THENCE GO N 72°00'51" E, 63.79 FEET; THENCE GO S 69°18'47" E, 61.32 FEET; THENCE GO N 88°23'07" E, 39.93 FEET; THENCE GO S 42°15'22" E, 35.79 FEET; THENCE GO S



**GUSTIN, COITERN & TUCKER, INC.**  
 LAND SURVEYORS / ENGINEERS  
 121 HART STREET  
 HOUSTON, TEXAS 77002  
 281-878-5111  
 HOUSTON, TEXAS 77002  
 281-878-5111

**OVERALL MAGNOLIA PLANTATION DEVELOPMENT**

**SECTION 15**  
 PART OF SECTION 15, TOWNSHIP 12N, RANGE 10E, COUNTY OF HARRIS, TEXAS  
 BEING THE 15TH SECTION OF THE 12TH TOWNSHIP OF RANGE 10E, COUNTY OF HARRIS, TEXAS  
 AS SHOWN ON THE PLAT OF THE 15TH SECTION OF THE 12TH TOWNSHIP OF RANGE 10E, COUNTY OF HARRIS, TEXAS, FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF HARRIS COUNTY, TEXAS, ON 08/11/2004.

**DATE OF SURVEY: 08/11/2004**

**BY: GUSTIN, COITERN & TUCKER, INC.**

**FOR: OVERALL MAGNOLIA PLANTATION DEVELOPMENT**