

DC JKnox

Brad E Embry Clerk of Circuit Court Okaloosa County, FL

This instrument prepared by:
Jay Roberts, Esq.
Becker & Poliakoff, P.A.
348 Miracle Strip Pkwy, Suite 7
Fort Walton Beach, FL 32548
(850)664-2229

**BAYOU PINES OWNERS' ASSOCIATION, INC.
REVITALIZATION RECORDATION**

THE UNDERSIGNED, being the duly elected and acting President of Bayou Pines Owners' Association, Inc., a Florida corporation not for profit, does hereby verify that the enclosed Declaration of Covenants, Easements, Conditions and Restrictions for Bayou Pines Owners' Association, Inc., Bayou Pines Owners' Association, Inc. Articles of Incorporation, Bayou Pines Owners' Association, Inc. Bylaws constitute the complete governing documents of Bayou Pines, a planned community, and represent a true and correct copy of the governing documents revitalized in accordance with the Florida Homeowners Association Act.

The sole community administered by the Bayou Pines Owners' Association, Inc. is Bayou Pines, a planned community. The original Declaration of Covenants, Easements, Conditions and Restrictions is recorded in Book 1265, Page 1753 et seq. of the Public Records of Okaloosa County, Florida.

WITNESSES:

ATTEST:

Bayou Pines Owners' Association, Inc.

By: Linda Snyder

Linda Snyder, Its President

Address: 810 Eglin Pkwy NE #4
Ft. Walton Beach, FL 32547

[Signature]
Print Name: Tiffany Jackson
Address: 735 Eglin Pkwy NE
Ft. Walton Beach, FL 32547

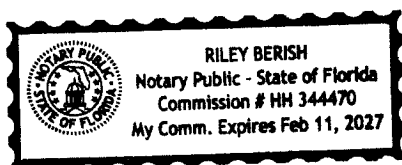
[Signature]
Print Name: Susan Facey-Smith
Address: 838 Eglin Pkwy NE, Ft. Walton Beach, FL 32547

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of July, 2025 by Linda Snyder, who is personally known to me or who has produced FL DL (type of identification)(if left blank the affiant is personally known by me) as identification and known to be the President Bayou Pines Owners' Association, Inc., a Florida not-for-profit corporation, and acknowledged to and before me that the execution of the foregoing instrument was for the uses and purposes therein stated.

WITNESS my hand and official seal this 1 day of August, 2025.



[Signature]
NOTARY PUBLIC
My Commission Expires: 02/11/2027

July 18, 2025

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08/04/2025 09:09 AM

Jay Roberts, Esq.
Becker and Poliakoff
348 Miracle Strip Parkway SW
Paradise Village, Suite 7
Fort Walton Beach, Florida 32548

**Re: Bayou Pines Owners' Association, Inc., Approval
Determination Number: 25112**

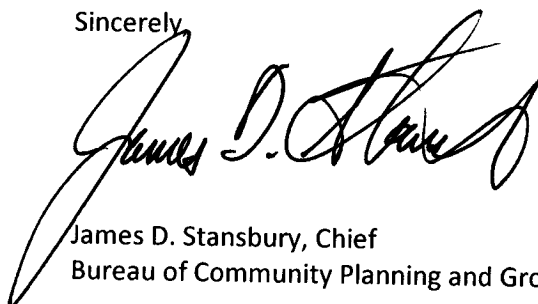
Dear Mr. Roberts,

The Florida Department of Commerce (Commerce) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Bayou Pines Owners' Association, Inc. (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Florida Department of Commerce, Office of the General Counsel, at (850) 245-7150.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/pm/rm

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE FLORIDA DEPARTMENT OF COMMERCE WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
FLORIDA DEPARTMENT OF COMMERCE
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@COMMERCE.FL.GOV

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

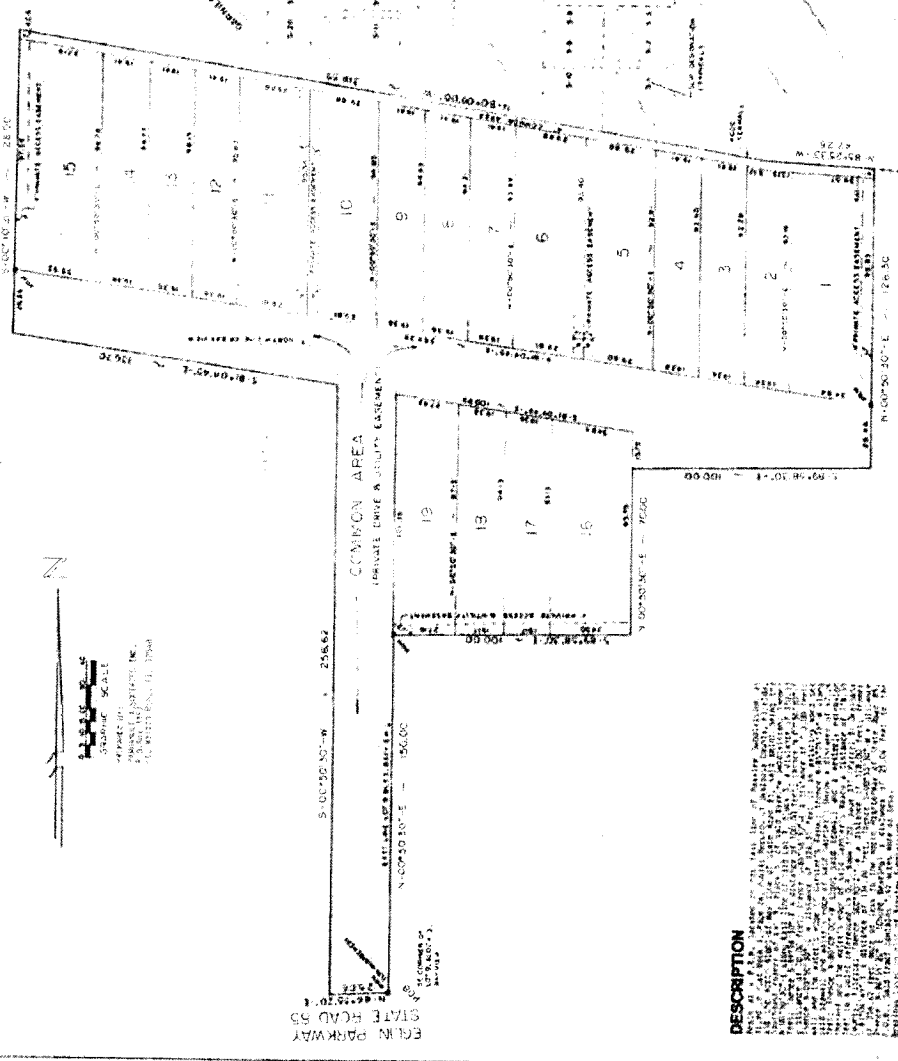
FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.

BAYOU PINES TOWNHOMES

A 19 UNIT TOWNHOME DEVELOPMENT BEING A RESUBDIVISION OF A PORTION OF BAYVIEW
AS RECORDED IN PG 1, PG 26, AND LYING IN SECTION 6, T-2-S, R-23-W, OKALOOSA COUNTY, FLORIDA



DESCRIPTION
This is a plat of a 19-unit townhome development, being a resubdivision of a portion of Bayview, as recorded in PG 1, PG 26, and lying in Section 6, T-2-S, R-23-W, Okaloosa County, Florida. The development consists of 19 townhome units, each with an area of approximately 1,000 square feet. The units are arranged in a grid pattern, with a common area in the center. The development is bounded by State Parkway to the north and Easement Drive C to the south. The total area of the development is approximately 1.5 acres.

ADOPTION
This plat was adopted by the Board of Supervisors of Okaloosa County, Florida, on this 15th day of May, 2025, at a regular meeting held at the County Administration Center, 1000 Highway 90, Okaloosa County, Florida. The Board of Supervisors, by their resolution, approved the adoption of this plat and the recording of this plat in the Public Records of Okaloosa County, Florida.

ACKNOWLEDGMENT
I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby certify that this plat is a true and correct copy of the original plat as filed in my office, and that the same has been duly recorded in the Public Records of Okaloosa County, Florida.

MORTGAGEE'S APPROVAL
I, the undersigned, being a duly qualified and licensed Mortgagee in the State of Florida, do hereby certify that this plat is a true and correct copy of the original plat as filed in my office, and that the same has been duly recorded in the Public Records of Okaloosa County, Florida.

TITLE OPINION
I, the undersigned, being a duly qualified and licensed Title Officer in the State of Florida, do hereby certify that this plat is a true and correct copy of the original plat as filed in my office, and that the same has been duly recorded in the Public Records of Okaloosa County, Florida.

PLANNING COMMISSIONS APPROVAL
This plat has been approved by the Planning Commission of Okaloosa County, Florida, on this 15th day of May, 2025, at a regular meeting held at the County Administration Center, 1000 Highway 90, Okaloosa County, Florida.

COUNTY COMMISSIONERS APPROVAL
This plat has been approved by the County Commissioners of Okaloosa County, Florida, on this 15th day of May, 2025, at a regular meeting held at the County Administration Center, 1000 Highway 90, Okaloosa County, Florida.

COUNTY ENGINEERS CERTIFICATE
I, the undersigned, being a duly qualified and licensed Engineer in the State of Florida, do hereby certify that this plat is a true and correct copy of the original plat as filed in my office, and that the same has been duly recorded in the Public Records of Okaloosa County, Florida.

COUNTY CLERKS CERTIFICATE
I, the undersigned, being a duly qualified and licensed Clerk in the State of Florida, do hereby certify that this plat is a true and correct copy of the original plat as filed in my office, and that the same has been duly recorded in the Public Records of Okaloosa County, Florida.

SURVEYORS CERTIFICATE
I, the undersigned, being a duly qualified and licensed Surveyor in the State of Florida, do hereby certify that this plat is a true and correct copy of the original plat as filed in my office, and that the same has been duly recorded in the Public Records of Okaloosa County, Florida.

** OFFICIAL RECORDS **
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STATE OF FLORIDA
COUNTY OF OKALOOSA

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on this 19th day of October, 1984, by DaBET DEVELOPMENT, INC., a Florida Corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Okaloosa County, Florida, upon which nineteen (19) townhouses will be constructed and which is described and depicted in Exhibit "A" attached hereto, and the legal description of which is as follows:

Begin at a P.R.M. located on the East line of Bayview Subdivision as filed in Plat Book 1, Page 26, Public Records of Okaloosa County, Florida, and the North Right-of-Way line of State Road 85, said point being the Southeast corner of Lot 9, Block 5, of said Bayview Subdivision; Thence North 00°50' 30" East along East line of said Lot 9, Block 5, a distance of 150.00 feet; Thence South 89°58'30" East a distance of 100.00 feet; Thence North 00°50'30" East a distance of 70.00 feet; Thence South 89°58'30" East a distance of 100.00 feet; Thence North 00°50'30" East a distance of 126.30 feet to an existing wood sea wall and the water's edge of Garnier's Bayou; Thence North 85°25'33" West along said seawall and water's edge of said Garnier's Bayou a distance of 47.26 feet; Thence North 80°09'00" West along said seawall and a Westerly extension thereof and the water's edge of said Garnier's Bayou a distance of 318.59 feet to a point referenced in O.R. Book 1120, page 311 (Parcel B) Okaloosa County, Florida; Thence South 00°10'21" West a distance of 128.00 feet; Thence South 81°04'49" East a distance of 136.70 feet; Thence South 00°50'30" West a distance of 256.62 feet more or less to the North Right-of-Way of State Road 85; Thence North 86°55'20" East (Chord Bearing) a distance of 25.06 feet to the P.O.B. Said tract contains 1.42 acres more or less.

WHEREAS, the property and townhouses described above and in Exhibit "A" are known as BAYOU PINES,

NOW, THEREFORE, Declarant hereby declares that all of the above described property shall be sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and the desirability of, and which shall run with the real property and be binding on all parties having any rights, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of the owners thereof.

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ARTICLE I

DEFINITIONS

Section 1: "Lot or Unit" shall mean and refer to each of the nineteen (19) parcels of land as described in the attached Exhibit "A" and known as BAYOU PINES and any improvements heretofore or hereafter constructed thereon. Such lots shall not be subject to further subdivision into smaller parcels by any subsequent owner.

Section 2: "Unit Owner, Lot Owner, or Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or unit, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Improved Lot" shall mean a lot upon which construction of a residential dwelling has been completed.

Section 4: "Association" shall mean and refer to BAYOU PINES OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, its successors, and assigns.

Section 5: "Board" shall mean the Board of Directors of the Association.

Section 6: "Properties" shall mean and refer to that certain real property hereinbefore described (and such additions thereto as may hereafter be brought within the jurisdiction of the Association), plus any leasehold interests heretofore or hereafter acquired by the Association.

Section 7: "Common Area" shall mean all real property owned or leased by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that real property described in the plat of BAYOU PINES as recorded in the Public Records of Okaloosa County, Florida, other than numbered lots shown on such plat, plus any areas of the adjoining water body for which the Association has heretofore acquired or hereafter acquires a lease of surface rights (including any dock, boat slip or other facilities constructed in, over, or upon such areas of said water body).

Section 8: "Declarant" shall mean and refer to DaBet DEVELOPMENT, INC., a Florida Corporation, and its successors and assigns.

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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 may not be separated from ownership of any lot.

Section 2: 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 they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the fee simple title to every lot, subject to the following provisions:

(a) The Association shall be entitled to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

(b) The Association shall have the right to suspend an owner's voting rights and right to use the recreational facilities (including dock and boat slip facilities) for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of this Declaration or of its Articles of Incorporation, By-Laws, or its published rules and regulations;

(c) The Association shall have the right to dedicate or transfer all or any part of its title to, or interest in, the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

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(d) If the Association has acquired or acquires the necessary lease of surface rights and acquires or constructs dock and/or boat slip facilities, the Association may promulgate rules and regulations for the assignment, reassignment, use, and maintenance of dock and boat slip facilities.

(e) The right to use recreational facilities (including such dock and boat slip use rights as may from time to time be assigned to a given lot) shall be appurtenant to ownership of each lot.

ARTICLE IV

USE RESTRICTIONS

Section 1. Residential Use. The property shall be used for residential purposes exclusively and each unit located thereon shall be used only as a residence, either permanent or transient.

Section 2. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the townhouse parcels except that small dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose or in any manner which shall constitute a nuisance to any other owners. For sanitary reasons and the peace and quiet of the area, all pets shall be confined to the interior of each unit except when under the full control and supervision of an owner by means of a leash or similar device. No excrement or other waste produced by pets shall be disposed of upon any portion of any exterior area of any owner's property or common area; and the unit owner shall be responsible for control of all pets brought on the property by occupants of his unit(s), or by said occupant's guests or invitees. Any barking or other noise or disturbance created by such pets which is audible to any other owner beyond the walls of the unit containing such pet(s) is expressly prohibited.

Section 3. Nuisances. No owner shall do or permit done any act upon the property which may be or may become a nuisance to any other owner or resident. There shall be no discharging of firearms of any kind nor any loud objectionable noises.

Section 4. Exterior Areas. All equipment, garbage cans, service yards, wood piles or storage piles shall be kept screened so as to

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conceal them from the view of neighboring owners and from view of persons on streets, easements, common areas, or waterfront. All rubbish, trash, and garbage shall be regularly removed from each unit. No clothes or similar items shall be hung in any exterior area where they may be viewed by the neighboring owners, or from streets, easements, common areas or the waterfront.

Section 5. Maintenance. Each owner shall perform promptly all maintenance and repair work within and beneath his unit, including outside cleanup, which, if not accomplished, could adversely affect the property in its entirety, or a part belonging to other owners; each owner is expressly liable for any damage or injury which may result from his failure to promptly perform such maintenance, repair and cleanup. Unless otherwise provided in other Articles of this Declaration, each owner shall be responsible for the cost of performing all such maintenance, repairs, and cleanup.

ARTICLE V

COMMON TAXES

If any taxing authority shall levy any tax against the common areas, then such taxes shall be considered a common expense and each owner will be assessed an equal share.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation For Assessments. The Declarant, for each improved lot owned within the properties, hereby covenants, and each owner of any improved lot by acceptance of title thereunto, whether or not it shall be so expressed in such deed or other conveying instrument, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, (such assessments to be established and collected as hereinafter provided), and (3) special assessments imposed upon an individual lot and lot owner as provided below. The annual and special assessments, together with interest, costs, and reasonable attorney's 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,

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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 the assessment first became due. The personal obligation for delinquent assessments shall not pass to his successors in title as a personal obligation unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively: to promote the recreation, health, safety and welfare of the residents of the properties; for insuring the properties; for the maintenance of the exterior of units; for the improvement and maintenance of the common area; for maintenance of the landscaping, driveways, and walkways of individual lots.

(b) In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each lot or unit which is subject to assessment hereunder, as follows; painting, repair, replacement and care of roofs, gutters, and downspouts, and other exterior building surfaces or improvements; maintenance and care of trees, shrubs, grass, walks and driveways. Such exterior maintenance shall not include glass surfaces, nor any maintenance of any kind inside the patio, balcony or deck areas included in or appurtenant to a unit. Care and maintenance of lawns and landscaping by the Association shall include mowing, cutting, trimming, edging, planting, watering, fertilizing, treating, etc., but shall not include routine cleanup of and rubbish removal from lots.

(c) The Association shall obtain such insurance hereinafter authorized as it shall deem appropriate.

Section 3. Annual Assessments. The Board, with the approval of a majority of the members present and voting at a meeting of the membership called for such purpose, shall establish the amount of the annual assessment, which annual assessment must be fixed at a uniform rate for all lots, unless maintenance or repair costs necessitated by the willful or negligent act of an owner, his family, or their guests, tenants or invitees, occasions an increased assessment to a particular owner and the Board does not elect to treat said costs as a special assessment. Annual assessments may be collected on a monthly,

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quarterly, semi-annual, or annual basis as the Board may establish. Initially, such assessments shall be payable monthly.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing or insuring a capital improvement upon the common area, including fixtures and personal property situated thereon, 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 this purpose.

Section 5. Special Assessments Upon Individual Lots and Owners. In addition to the assessments authorized above, special assessments may be imposed at any time by the Board upon any individual lot and owner for the following:

- (a) assessments pursuant to Article IX, Section 9;
- (b) cost of maintenance, repairs, or cleanup necessitated by the willful or negligent act, or failure to act, of an owner, his family, guests, or invitees;
- (c) cost of insurance purchased by the Association or a mortgagee for a unit pursuant to Article IX below, due to owner's failure to provide the Board with the required policy;
- (d) cost of routine cleanup or rubbish removal from lots caused by an owner's failure to perform said tasks;
- (e) such other costs as may otherwise be authorized by this Declaration or by law.

Unless otherwise provided by the Board, special assessments levied pursuant to this section shall be due and payable, in full, ten (10) days after date written notice of the assessment is provided to the owner by certified mail. Said notice shall be deemed provided when deposited in the U.S. Mail.

Section 6. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action under Sections 3 and 4 shall be sent to all members not less than fourteen (14) days nor more than sixty (60) days in

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of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. At such subsequent meeting the presence of members or proxies entitled to cast one-third (1/3) of all votes of the membership shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments - Due Dates.

The annual assessments provided for herein shall commence, as to all improved lots, on the first day of the month following the initial conveyance of each owner's lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments - Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-participation in the Association, non-use of the common area, or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due

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prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. No sign (except incident to sale of a unit), antenna, satellite dish (or similar device), aerial, tower, building, fence, wall, or other structure shall be commenced, repaired, erected or maintained upon any of the lots; nor shall any exterior repair, or addition to, or change or alteration in kind, color, shape, height, materials, or location different from the existing structure, driveway, or walkway be made until the plans and specifications showing the nature, color, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing as to harmony of external design, color, and location in relation to the surrounding structures and topography by the then owners of twelve (12) of the nineteen (19) units or lots, which approval shall be evidenced by their written consent to the specified changes and recorded in the public records, except as hereinafter provided. In the event of construction of additional units, the approval required herein shall require sixty percent (60%) of the owners' written consent. No sod or exterior trees, shrubs, or other plants shall be planted, cultivated, removed, cut or trimmed by an owner without the advance written consent of the Board. All drapes, blinds, shades, and other window or glass coverings shall present a solid white appearance when viewed from the exterior. No exterior clothes lines, or similar devices, shall be permitted.

ARTICLE VIII

PARTY WALLS

Section 1.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the units upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or

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omissions shall apply thereto.

(b) Easements to Accommodate Encroachments Upon Adjoining Lots. Each lot owner shall have an easement over, upon and under each adjoining lot to accommodate encroachments from one lot upon another lot, including but not limited to walls, rooms, living spaces, eaves and roof overhangs, together with like easements of access of adjoining lots and structures for the purposes of repairing and maintaining such encroachment building projections; provided that the lot owner, exercising such easement shall restore at such owner's expense all damages to the lot subject to such easement. The easement privilege granted herein shall be exercised only between 9:00 o'clock a.m. and 5:00 o'clock p.m. daily, except in cases of emergency. The same easement shall apply to all lots if additional units are constructed.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the owners under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weather-proofing. Notwithstanding any other provisions of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute concerning any provisions of this Article, either party may notify the other party in writing of the name and address of the requesting party's arbitrator

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and request the other party to furnish the name and address of his arbitrator within fifteen (15) days after the receipt of such notice. The failure of the requested party to name an arbitrator within that time shall entitle the requesting party to have the dispute settled by the requesting party's arbitrator alone. In the event that the requested party names his arbitrator within the time limited herein, the two arbitrators shall select a third arbitrator within ten (10) days thereafter and the decision of a majority of the three arbitrators shall be conclusive and shall be made within thirty (30) days after the selection of the third arbitrator. The arbitrators shall notify each of the parties to the dispute in writing of their decision. All arbitration proceedings, costs, and fees involved shall be determined in accordance with Chapter 682 of the Florida Statutes as such shall be hereafter amended not inconsistent herewith.

ARTICLE IX

INSURANCE COVENANTS AND DUTY TO REBUILD OR REPAIR

Section 1. Coverage - Units. Unless otherwise directed by the Board of Directors, all owners shall provide flood and casualty insurance on each unit in an amount equal to the maximum insurable replacement value (excluding the foundation and excavation cost), all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

- (a) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
- (b) such other risks, from time to time, shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief.

Section 2. Common Areas. Flood, casualty, and public liability insurance may be purchased for common areas in such amounts as shall be determined by the Board of Directors of the Association with cross liability endorsement to cover liabilities of the owners as a group to an individual unit owner. The Association may also provide such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

** OFFICIAL RECORDS **
BK 1265 PG 1764

Section 3. Association's Authority to Purchase Insurance. In the event an owner fails to produce, at the request of the Board of Directors, a policy in conformity with this Article, the Association may purchase insurance upon the unit. Also, upon a majority vote of the unit owners, the Association may elect to purchase the insurance coverages described in Section 1 (a) and (b) above, for all units in lieu of having said insurance purchased by the individual owners (whether or not the owners have failed to provide coverage). If insurance upon a unit or units is purchased by the Association, the named insured shall be the Association individually and as agent for the owner, and as agent for the owner's mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of units and memoranda of insurance to individual units subject to a mortgage with a dollar amount specified therein as the coverage for that particular unit. Such unit owners may obtain coverage at their own expense upon their personal property and living expense.

Section 4. Insurance Assessment. Failure of an owner to provide the Board of Directors with a policy in conformity with this Article shall constitute a breach of these covenants. The cost of insurance purchased by the Association as a result of such breach by an owner shall be treated as a special assessment against such lot or unit enforceable pursuant to Article VI of this Declaration. Premiums for these insurance policies purchased by the Association is a common maintenance expense to be assessed equally against each unit.

Section 5. Imposition of Lien and Personal Obligation for Assessment. The assessments for insurance premiums set forth above, together with interest, costs, and reasonable attorney's fees, shall be a continuing lien upon such unit against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the obligation of the person who is the owner of the property at the time the special assessment is made.

** OFFICIAL RECORDS **
BK 1265 PG 1765

Section 6. Right of Mortgagee to Purchase Insurance; Creation of Lien.

(a) If the Association fails, or a unit owner fails for any reason, to purchase insurance called for herein or fails to provide the coverage called for herein on any unit, or the Association cannot purchase insurance called for on such unit, the mortgagee of any unit, in its discretion, may purchase insurance coverage on a unit regardless of the number of units on which it holds a mortgage, or advance to the Association sufficient funds on behalf of the delinquent unit owner to allow the Association to purchase such insurance.

(b) The mortgagee shall have the right to purchase such insurance or advance premiums for the purchase of such insurance for any delinquent owner.

(c) If any insurance policy is purchased by a mortgagee provided herein for any unit, such mortgagee shall have all the rights under this Article given to the Association.

(d) In the event, as set forth herein, it becomes necessary for the mortgagee of any unit to purchase insurance called for herein or to advance funds to pay insurance premiums for the owner of any unit who is delinquent in the payment of his insurance premiums, whether or not such mortgagee holds a mortgage on such unit and lot, it shall be a continuing lien upon such property and shall be enforceable by the mortgagee in accordance with Article VI of this Declaration.

Section 7. Duty to Rebuild. In the event of damage to or destruction of any unit by fire, windstorm, water, or any other cause whatsoever, the owner shall within thirty (30) days (unless said deadline is extended by the Board of Directors) cause said unit to be repaired or rebuilt so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction. Subject to priority of any mortgage under a mortgagee clause, all insurance proceeds for loss or damage to any unit or any other improvement upon any lot shall be used to assure the repair or rebuilding of any such unit or any part thereof.

Section 8. Enforcement. To the extent necessary to enforce the foregoing section, the Association shall have a lien on all such

** OFFICIAL RECORDS **
BK 1265 PG 1766

insurance proceeds, regardless of whether it is named in any insurance policy, subordinate only to the claim of any mortgagee under a mortgagee clause.

Section 9. Assessment for Repairs. An owner's failure to comply with Section 7 of this Article shall constitute a breach of these covenants and the Association may rebuild or repair the unit and treat the cost thereof as a special assessment against such unit enforceable pursuant to Article VI of this Declaration.

Section 10. Lien and Personal Obligation. Any assessment for repairing or rebuilding, together with interest, costs, and reasonable attorney's fees, shall be a continuing lien upon such unit. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the individual obligation of the person owning the property at the time the special assessment is made.

ARTICLE X

EASEMENTS

(a) The units and common property shall be, and the same are hereby declared to be, subject to the restrictions, easements, conditions, and covenants prescribed and established herein, governing the use of said units and common property and setting forth the obligations and responsibilities incident to ownership of each unit. Said units and common property are further declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the real property and improvements of the property.

(b) Utility easements are reserved throughout the whole of the Property, including units, as may be required for utility services in order to adequately serve the units.

(c) The common property shall be, and the same is hereby declared to be, subject to the perpetual non-exclusive easements of way over all roads and walkways in favor of all unit owners, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of said unit owners, subject to all restriction mentioned herein.

(d) In the event that any unit shall encroach upon any common property for any reason not caused by the purposeful or negligent act of

** OFFICIAL RECORDS **
BK 1265 PG 1767

the apartment owner, or agents of such owner, then an easement appurtenant to such unit shall exist for the continuance of such encroachment upon the common property, for so long as such encroachment shall naturally exist; and in the event that any portion of the common property shall encroach upon any unit, then, an easement shall exist for the continuance of such encroachment of the common property upon any unit for so long as such encroachment shall naturally exist.

(e) Perpetual easements of ingress and egress are reserved over and upon all of the common property for the developer, its agents, guests, designees, successors and assigns for the purpose of maintaining and repairing the property and facilities.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, 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 now or hereafter imposed by the provisions of this Declaration. Failure of the Association or 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless a majority of the members of the Association decide that such covenants, conditions, and restrictions shall abate, which decision if made shall be evidenced by an agreement in writing signed by a majority of the membership setting forth their decision, which document shall be effective when duly recorded in the Public Records of Okaloosa County, Florida. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in the Public Records of

** OFFICIAL RECORDS **
BK 1265 PG 1768

Okaloosa County, Florida.

Section 4. Regulations. Other reasonable regulations may be imposed on all units if approved in writing by a majority of the unit owners then of record and recorded in the Public Records of Okaloosa County, Florida, provided copies of such regulations are hand delivered or mailed to the last known address of each unit owner. An affidavit of hand delivery by the person delivering the same to a unit owner or a registered mail, return receipt, signed by the unit owner or his spouse, or other adult living with such owner, shall be conclusive proof of receipt of such additional regulations.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Declaration of Covenants, Easements, Conditions and Restrictions, and has caused this Declaration to be executed in its name on the day and year first above written in Okaloosa County, Florida.

DaBET DEVELOPMENT, INC.

BY: David T. Beverly, III
DAVID T. BEVERLY, III, President

STATE OF FLORIDA

COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID T. BEVERLY, III, as President of DaBet Development, Inc., a Florida corporation, to me well known to be the person described in and who executed the foregoing instrument, and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and that the instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of October, 1984.

David R. [Signature]
NOTARY PUBLIC
My Commission Expires

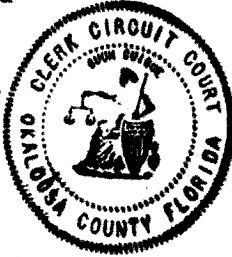
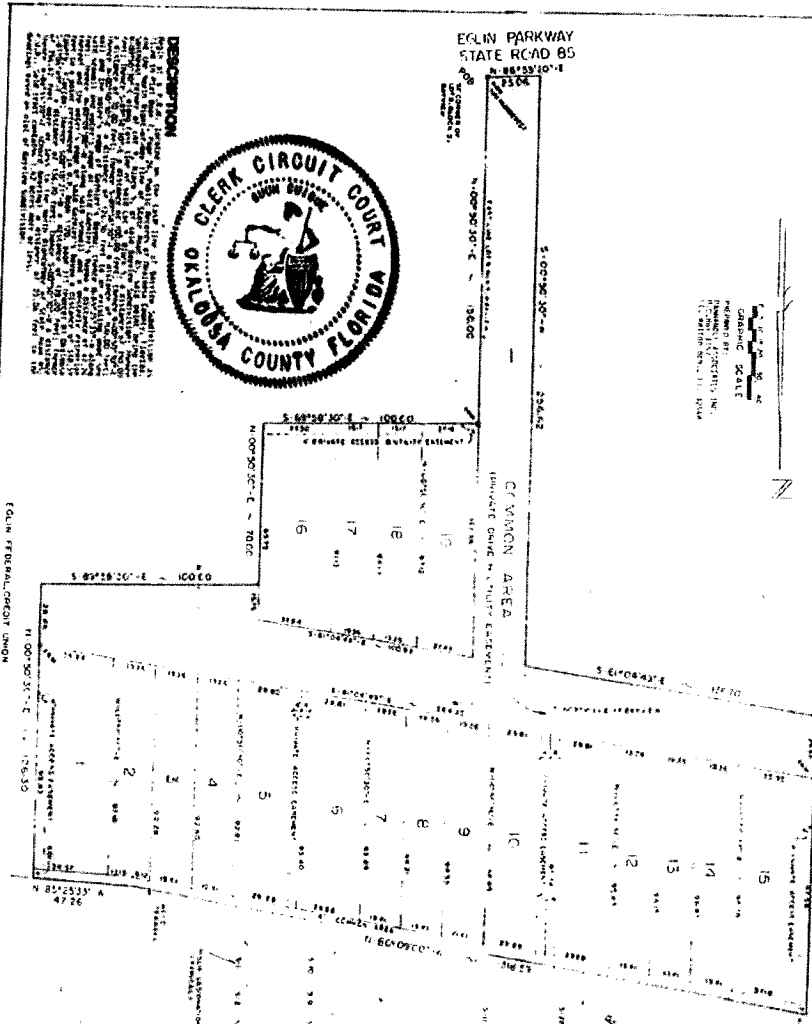
Notary Public, State of Florida
My Commission Expires Oct. 10, 1989
Issued This Year Feb - Insurance, Inc.



** OFFICIAL RECORDS **
BK 1265 PG 1769

BAYOU PINES TOWNHOMES

A 10 UNIT TOWNHOME DEVELOPMENT BEING A RESUBDIVISION OF A PORTION OF BAYVIEW
AS RECORDED IN PG. 1, PG. 26, AND LYING IN SECTION 6, T-2-S-R-23-W, OKALOOSA COUNTY, FLORIDA



DESCRIPTION
This is a plat of a portion of the Bayview subdivision, being a resubdivision of a portion of Bayview, as recorded in PG. 1, PG. 26, and lying in Section 6, T-2-S-R-23-W, Okaloosa County, Florida. The total area of the Bayview subdivision is 10.00 acres, and the total area of the Bayou Pines Townhomes development is 1.00 acre. The Bayou Pines Townhomes development is being created by the subdivision of the Bayview subdivision into 10 units, each of which is approximately 0.10 acre in area. The Bayou Pines Townhomes development is being created by the subdivision of the Bayview subdivision into 10 units, each of which is approximately 0.10 acre in area.

EGIN PARKWAY STATE ROAD 85

ADOPTION
I, the undersigned, Clerk of the Circuit Court, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of Okaloosa County, Florida.

ACKNOWLEDGMENT
I, the undersigned, Clerk of the Circuit Court, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of Okaloosa County, Florida.

MORTGAGEE'S APPROVAL
I, the undersigned, Clerk of the Circuit Court, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of Okaloosa County, Florida.

TITLE OPINION
I, the undersigned, Clerk of the Circuit Court, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of Okaloosa County, Florida.

PLANNING COMMISSIONS APPROVAL
I, the undersigned, Clerk of the Circuit Court, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of Okaloosa County, Florida.

COUNTY COMMISSIONERS APPROVAL
I, the undersigned, Clerk of the Circuit Court, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of Okaloosa County, Florida.

COUNTY ENGINEER'S CERTIFICATE
I, the undersigned, Clerk of the Circuit Court, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of Okaloosa County, Florida.

COUNTY CLERK'S CERTIFICATE
I, the undersigned, Clerk of the Circuit Court, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of Okaloosa County, Florida.

SURVEYOR'S CERTIFICATE
I, the undersigned, Clerk of the Circuit Court, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of Okaloosa County, Florida.

FILE# 783048
OKALOOSA COUNTY, FLORIDA
RCD: OCT 23 1984 @ 8:11 AM
NEWMAN C BRACKIN, CLERK

Exhibit "A"

** OFFICIAL RECORDS **
BK 1324 PG 1039

AMENDED

DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS

This amended declaration made on the date hereinafter set forth by the undersigned owners, hereinafter referred to as "Declarants";

WHEREAS, Declarants are the owners of at least 75% of the units or lot described and depicted in Exhibit A to the Declaration of Covenants, Easements, Conditions and Restrictions, hereafter referred to as "original declaration", set forth in Book 1265, Pages 1753 through 1769 of the Public Records of Okaloosa County, Florida, and the legal description of the entire property on which said units or lots are located is as follows:

Begin at a P.R.M. located on the East line of Bayview Subdivision as filed in Plat Book 1, Page 26, Public Records of Okaloosa County, Florida, and the North Right-of-Way line of State Road 85, said point being the Southeast corner of Lot 9, Block 5, of said Bayview Subdivision; Thence North 00°50'30" East along East line of said Lot 9, Block 5, a distance of 150.00 feet; Thence South 89°58'30" East a distance of 100.00 feet; Thence North 00°50'30" East a distance of 70.00 feet; Thence South 89°58'30" East a distance of 100.00 feet; Thence North 00°50'30" East a distance of 126.30 feet to an existing wood sea wall and the water's edge of Garnier's Bayou; Thence North 85°25'33" West along said seawall and water's edge of said Garnier's Bayou a distance of 47.26 feet; Thence North 80°09'00" West along said seawall and a Westerly extension thereof and the water's edge of said Garnier's Bayou a distance of 318.59 feet to a point referenced in O.R. Book 1120, page 311 (Parcel B) Okaloosa County, Florida; Thence South 00°10'21" West a distance of 128.00 feet; Thence South 81°04'49" East a distance of 136.70 feet; Thence South 00°50'30" West a distance of 256.62 feet more or less to the North Right-of-Way of State Road 85; Thence North 86°55'20" East (Chord Bearing) a distance of 25.06 feet to the P.O.B. Said tract contains 1.42 acres more or less.

WHEREAS, the property lots and units described above and in said original declaration, are known as BAYOU PINES;

WHEREAS, the undersigned owners acquired or retained said units or lots subject to the easements, restrictions, covenants, and conditions set forth in the original declaration.

WHEREAS, said original declaration inadvertently failed to provide for the easement hereinafter created.

WHEREAS, the undersigned owners desire to amend said original declaration to provide for the easement hereinafter created in favor of DeBet Development, Inc., its successors and/or assigns.

** OFFICIAL RECORDS **
BK 1324 PG 1040

NOW THEREFORE, said original declaration is amended as follows:

1. Article X is supplemented by the addition of the following paragraph:

f. That DaBet Development, Inc. also reserves and is granted for itself, its agents, guests, invitees, designees, successors and assigns a perpetual easement for ingress and egress over and upon that portion of the paved common area approximately 25 feet in width and extending approximately 256.62 feet along the boundary of said paved common area and the following described property of DaBet Development, Inc. for the benefit of which said perpetual easement is hereby created:

Begin at an iron rod on the West line of Lot 8, Block 5, Bayview Subdivision as recorded in Plat Book 1, Page 26, Public Records of Okaloosa County, Florida, and the North R/W of State Road 85, said point being the S.W. corner of Lot 8, Block 5; thence N-00°39.43'-W along the West line of said Lot 8 a distance of 269.80 feet to a concrete monument at the N.W. corner of said Lot 8; thence N-00°10'21"-E a distance of 14.90 feet to a point being the intersection of the West boundary line of Bayou Pines Townhomes as recorded in Plat Book 8, Page 63, Okaloosa County, Florida, and the South line of the Private Drive and utility easement as shown on said plat of Bayou Pines Townhomes; thence S-81°04.49'-E along the boundary of said Bayou Pines Townhomes a distance of 136.70 feet; thence S-00°50.30'-W along said boundary a distance of 256.62 feet to the North R/W line of said State Road 85; thence S-86°55.19'-W (chord bearing) a distance of 128.39 feet to the P.O.B. Contains 0.819 acres more or less. Bearings based on plat of Bayou Pines Townhomes, Plat Book 8, Page 63, Okaloosa County, Florida.

DaBet Development, Inc., its successors and assigns shall be solely responsible for the maintenance of that portion of the paved common area over which said easement is created.

2. All other provisions of Articles I through XI, as recorded at Pages 1753 through 1769, Book 1265 of the Public Records of Okaloosa County, Florida, are hereby ratified, reimposed, and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned, being the Declarants, have caused their hands and seals to be affixed.

WITNESSES:

RONALD P. WILDER
(Owner of Lot 82)

** OFFICIAL RECORDS **
BK 1324 PG 1041

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RONALD P. WILDER, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of November, 1985.



Kay L. McEhane
NOTARY PUBLIC
MY COMMISSION EXPIRES: State of Florida at Large
My Commission Expires May 23, 1989
By: J. C. Davis National Ins. Co.

[Signature]
WITNESS

[Signature]
DANIEL A. MATUSKA
(Owner of Lot #3)

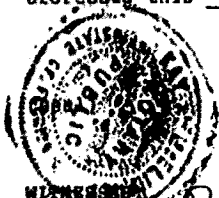
[Signature]
WITNESS

[Signature]
ETHEL C. MATUSKA
(Co-owner of Lot #3)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DANIEL A. MATUSKA and wife, ETHEL C. MATUSKA, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of November, 1985.



Kay L. McEhane
NOTARY PUBLIC
MY COMMISSION EXPIRES: State of Florida at Large
My Commission Expires May 23, 1989
By: J. C. Davis National Ins. Co.

[Signature]
WITNESS

[Signature]
GEORGE B. DORRIS, JR.
(Owner of Unit #4)

[Signature]
WITNESS

[Signature]
PAULA W. DORRIS
(Co-owner of Unit #4)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GEORGE B. DORRIS, JR. and wife, PAULA W. DORRIS, to

** OFFICIAL RECORDS **
BK 1324 PG 1042

me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of November, 1985.



Key A. McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES:
Notary Public State of Florida at Large
My Commission Expires May 23, 1988
Bonded by Iowa National Ins. Co.

WITNESSES:
[Signature]

C. J. BROWN
C. J. BROWN
(Owner of Unit #5)

Philip T. Gammie

Ann M. Brown
ANN M. BROWN
(Co-owner of Unit #5)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared C. J. BROWN and wife, ANN M. BROWN, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of November, 1985.



Key A. McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES:
Notary Public State of Florida at Large
My Commission Expires May 23, 1988
Bonded by Iowa National Ins. Co.

WITNESSES:
James M. Gammie

Raymond R. Randall
RAYMOND R. RANDALL
(Owner of Unit #6)

[Signature]

Karen B. Randall
KAREN B. RANDALL
(Co-owner of Unit #6)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RAYMOND R. RANDALL and wife, KAREN B. RANDALL, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

** OFFICIAL RECORDS **
BK 1324 PG 1043

WITNESS my hand and official seal in the County and State last
aforesaid this 1st day of November, 1985.



Kay L. McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES
Notary Public State of Florida at Large
My Commission Expires May 23, 1989
Bonded by Iowa National Ins. Co.

Charles E. Smith

James M. Glenn
JAMES M. GLENN
(Owner of Lot #7)

Philip L. Glenn

Mildred L. Glenn
MILDRED L. GLENN
(Co-owner of Lot #7)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State and County aforesaid to take acknowledgments,
personally appeared JAMES M. GLENN and wife, MILDRED L. GLENN, to me
known to be the persons described in and who executed the foregoing
instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last
aforesaid this 1st day of November, 1985.



Kay L. McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES
Notary Public State of Florida at Large
My Commission Expires May 23, 1989
Bonded by Iowa National Ins. Co.

WITNESSES:

James M. Glenn

Gertrude A. Pelissier
GERTRUDE A. PELISSIER
(Owner of Lot #8)

Mildred L. Glenn

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State and County aforesaid to take acknowledgments,
personally appeared GERTRUDE A. PELISSIER, to me known to be the person
described in and who executed the foregoing instrument and she
acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last
aforesaid this 1st day of November, 1985.

(seal)

Kay L. McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES
Notary Public State of Florida at Large
My Commission Expires May 23, 1989
Bonded by Iowa National Ins. Co.

** OFFICIAL RECORDS **
BK 1324 PG 1044

WITNESSES:

James M. Sloan

Dorothy James Thompson
DOROTHY JAMES THOMPSON
(Owner of Lot #9)

Adelle Sloan

STATE OF FLORIDA

COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DOROTHY JAMES THOMPSON, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1985.

(seal)

NOTARY PUBLIC
MY COMMISSION EXPIRES:

WITNESSES:

JAMES E. KELLY
(Owner of Lot #11)

ADA B. KELLY
(Co-owner of Lot #11)

STATE OF FLORIDA

COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES E. KELLY and wife, ADA B. KELLY, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 1985.

(seal)

NOTARY PUBLIC
MY COMMISSION EXPIRES:

** OFFICIAL RECORDS **
BK 1324 PG 1045

WITNESSES:

Phil E. Linn

Phil E. Linn

Brigitte Plumb
BRIGITTE PLUMB
(Owner of Lot #13)

STATE OF FLORIDA

COUNTY OF OKALOOSA

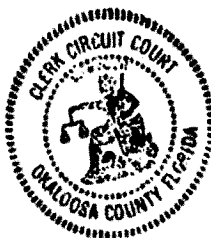
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared BRIGITTE PLUMB, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of November, 1985.



Raymond McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES:

Notary Public State of Florida at Large
My Comm. Issue - Expires May 23, 1989
B: del Br Iowa National Ins. Co.



FILE# 843516
OKALOOSA COUNTY, FLORIDA

REC: JAN 13 1986 @ 9:16 AM
NEWMAN C BRACKIN, CLERK

Rec 36.00 37.00
16.00 Indefinite
58.00

This instrument was prepared by
W. RAY TOUCHSTONE, JR.
Attorney at Law, P.O. Box 1699
Ft. Walton Beach, Florida 32549

STATE OF FLORIDA
COUNTY OF OKALOOSA

** OFFICIAL RECORDS **
BK 1367 PG 856

AMENDED DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS
AND RATIFICATION OF PREVIOUS AMENDMENT

THIS AMENDED DECLARATION, is made the year and date hereafter setforth by the undersigned "Declarants", same being owners of at least 75% (Seventy Five Percent) of the lots of BAYOU PINES TOWNHOMES according to the plat thereof at Plat Book 8, Page 63, Public Records of Okaloosa County, Florida;

WITNESSETH:

WHEREAS, the original Declaration is recorded at OR Book 1265, Page 1753 et seq., of the Public Records of Okaloosa County, Florida and an Amendment thereto is recorded at OR Book 1324, Page 1039 et seq., Public Records of Okaloosa County, Florida, and;

WHEREAS, the Declarants desire to more particularly describe an ingress and egress easement previously created in favor of DABET DEVELOPMENT, INC., and;

WHEREAS, the Declarants desire to create a sanitary sewer easement in favor of Okaloosa County, Florida, and;

WHEREAS, the aforesaid Amended Declaration lacked the joinder or ratification of DABET DEVELOPMENT, INC., DAVID T. BEVERLY III and wife BETTE L. BEVERLY;

NOW, THEREFORE, the Declarants hereby create and/or redefine the following described easements and instruct the BAYOU PINES OWNERS ASSOCIATION, INC. to execute such instruments as may be necessary to create same;

1. A perpetual, non-exclusive, easement for ingress, egress in favor of DABET DEVELOPMENT, INC., its successors and assigns, overthe following described property to wit;

SEE ATTACHED EXHIBIT "A"

86-2277

2. A perpetual nonexclusive easement for the installation and/or maintenance of sanitary sewer in favor of Okaloosa County, Florida, over the following described property:

** OFFICIAL RECORDS **
BK 1367 PG 857

SEE ATTACHED EXHIBIT "B"

3. DABET DEVELOPMENT, INC., and DAVID T. BEVERLY III and wife, BETTE L. BEVERLY, by their execution hereof, ratify, affirm and join in the previous Amended Declaration recorded at OR Book 1324, Page 1039 et seq., Public Records of Okaloosa County, Florida.

IN WITNESS WHEREOF, the parties have set their hands and seals the year and date designated and the acknowledgement of same.

WITNESSES:

Robert B. Brown
Mary B. Brown

DABET DEVELOPMENT, INC.

BY:

David T. Beverly III
DAVID T. BEVERLY, III, President
(Owner of lots 1, 12, 16, 17, 18, & 19)

STATE OF FLORIDA

COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID T. BEVERLY, III, as President of DaBet Development, Inc., a Florida corporation, to me well known to be the person described in and who executed the foregoing instrument, and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and that the instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of October, 1986.



Mary B. Brown

Wayne McElhenny
NOTARY PUBLIC

MY COMMISSION EXPIRES: May 23, 1989

David T. Beverly III
DAVID T. BEVERLY, III
(Owner of lot 15)

Bette L. Beverly
BETTE L. BEVERLY
(Owner of lot 15)

STATE OF FLORIDA

COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID T. BEVERLY III and wife BETTE L. BEVERLY, to me known to be the persons

** OFFICIAL RECORDS **
BK 1367 PG 858

described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of October, 1986.



Kay A. McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 23, 1989

Daniel Matuska
Daniel Matuska
(Owner of Lot #3)

Daniel A. Matuska
DANIEL A. MATUSKA
(Owner of Lot #3)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DANIEL A. MATUSKA and ETHEL C. MATUSKA, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and State last aforesaid this 10th day of October, 1986.



Daniel Matuska
Ethel C. Matuska
Daniel Matuska
Ethel C. Matuska

Kay A. McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 23, 1989
My Commission Expires May 23, 1989
Bonded by Iowa National Ins. Co.

George B. Dorris, Jr.
GEORGE B. DORRIS, JR.
(Owner of Unit #4)

Paula W. Dorris
PAULA W. DORRIS
(Owner of Unit #4)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GEORGE B. DORRIS, JR. and PAULA W. DORRIS, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of October, 1986.



Kay A. McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 23, 1989
Notary Public State of Florida at Large
My Commission Expires May 23, 1989
Bonded by Iowa National Ins. Co.

** OFFICIAL RECORDS **
BK 1367 PG 859

WITNESSES:

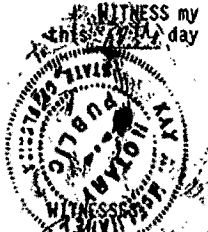
James M. Glenn
Dee Dee Brown
James M. Glenn
Dee Dee Brown

C. J. Brown
C. J. BROWN
(Owner of Unit #5)
Ann M. Brown
ANN M. BROWN
(Owner of Unit #5)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared C. J. BROWN and ANN M. BROWN, to me known to be their persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of October, 1986.



Kay D. McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 23, 1989
Notary Public State of Florida at Large
My Commission Expires May 23, 1989
Bonded By Iowa National Ins. Co.

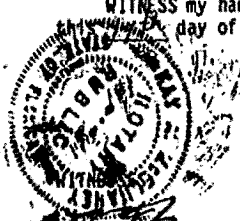
James M. Glenn
Dee Dee Brown
James M. Glenn
Dee Dee Brown

Raymond R. Randall
RAYMOND R. RANDALL
(Owner of Unit #6)
Karen B. Randall
KAREN B. RANDALL
(Owner of Unit #6)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally RAYMOND R. RANDALL and KAREN B. RANDALL, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of October, 1986.



Kay D. McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 23, 1989
Notary Public State of Florida at Large
My Commission Expires May 23, 1989
Bonded By Iowa National Ins. Co.

James M. Glenn
Dee Dee Brown
James M. Glenn
Dee Dee Brown

James M. Glenn
JAMES M. GLENN
(Owner of Lot #7)
Mildred L. Glenn
MILDRED L. GLENN
(Owner of Lot #7)

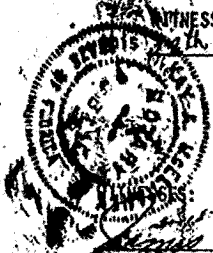
STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared

** OFFICIAL RECORDS **
BK 1367 PG 860

JAMES M. GLENN and MILDRED L. GLENN, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid
this 10th day of October, 1986.



Kay G. McElhanney
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 23, 1989
Notary Public State of Florida at Large
My Commission Expires May 23, 1989
Bonded By Iowa National Ins. Co.

James M. Glenn
Mildred L. Glenn

Gertrude A. Pelissier
GERTRUDE A. PELISSIER
(Owner of Lot #8)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GERTRUDE A. PELISSIER, to me known to be the persons described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid
this 10th day of October, 1986.



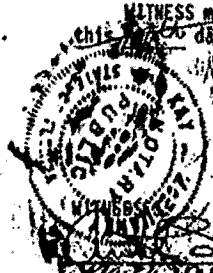
Kay G. McElhanney
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 23, 1989

Dorothy James Thompson
DOROTHY JAMES THOMPSON
(Owner of Lot #9)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DOROTHY JAMES THOMPSON, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid
this 10th day of October, 1986.



Kay G. McElhanney
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 23, 1989
Notary Public State of Florida at Large
My Commission Expires May 23, 1989
Bonded By Iowa National Ins. Co.

James M. Glenn
Mildred L. Glenn
Kay G. McElhanney

James E. Kelly
JAMES E. KELLY
(Owner of Lot #11)
Ada B. Kelly
ADA B. KELLY
(Owner of Lot #11)

** OFFICIAL RECORDS **
BK 1367 PG 861

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES E. KELLY and ADA B. KELLY, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this October day of October, 1986.



Kay G. McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 23, 1989

WITNESSES:

BRIGITTE PLUMB
(Owner of Lot #13)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared BRIGITTE PLUMB, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of October, 1986.

WITNESSES:
David B. Berger
Donald Shaper

Donald Shaper
NOTARY PUBLIC
MY COMMISSION EXPIRES:

Notary Public, State of Florida

My Commission Expires Sept. 3, 1988

Anatole Semenov
ANATOLE SEMENOV
(Owner of Lot #14)



STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANATOLE SEMENOV, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this October day of October, 1986.



Kay G. McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 23, 1989

WITNESSES:

RONALD P. WILDER
(Owner of Lot #2)

** OFFICIAL RECORDS **
BK 1367 PG 862

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RONALD P. WILDER, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of October, 1986.



Kay G. McElhenny
Kay G. McElhenny

James M. Allen
James M. Allen
Kay G. McElhenny

Kay G. McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 23, 1989
Notary Public State of Florida at Large
My Commission Expires May 23, 1989
Borrowed By Iowa National Ins. Co.

John K. Hawkins
JOHN K. HAWKINS
(Owner of Lot #10)
Leigh B. Hawkins
LEIGH B. HAWKINS
(Owner of Lot #10)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN K. HAWKINS and LEIGH B. HAWKINS, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of October, 1986.



Kay G. McElhenny
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 23, 1989

**** OFFICIAL RECORDS ****
BK 1367 PG 863

EXHIBIT "A"

That portion of the 25 ft. Private Drive and Utility Easement shown on the Plat of Bayou Pines Townhomes as recorded in Plat Book 8, Page 63, Okaloosa County, Florida which lies adjacent to and East of the above described property. Being more particularly described as follows:

Commence at an iron rod #3420 at the intersection of the Northerly R/W of State Road 85 and the West line of Lot 8, Block 5, BAYVIEW SUBDIVISION as recorded in Plat Book 1, Page 26, Public Records of Okaloosa County, Florida; thence N-00°39'43" W along the West line of said Lot 8 a distance of 259.05 feet to a concrete monument at the Northwest corner of said Lot 8, thence N 00°10'21" E a distance of 14.90 feet to an iron rod #3420 being at the intersection of the West line of Bayou Pines Townhomes as recorded in Plat Book 8, Page 63, Okaloosa County, Florida and the South line of the private drive and utility easement as shown on said plat of Bayou Pines Townhomes; thence S 81°04'49" E along the boundary of said Bayou Pines Townhomes a distance of 136.70 feet to an iron rod #3420; thence S 00°50'30" W along the West boundary of the 25 foot Private drive as shown on said Plat of Bayou Pines Townhomes a distance of 245.68 feet to the aforesaid Northerly R/W of State Road 85, said point being on a curve concave to the South having a radius of 3,312.92 feet and a central angle of 00°25'68"; thence Easterly along said curve and R/W a distance of 25.03 feet to the intersection of the said Northerly right of way of State Road 85 and the East line of the said 25 foot private Drive (Chord bearing N-88°10'20" E Chord distance 25.03 feet) thence N 00°50'30" E along said East line of said 25 foot private drive a distance of 244.51 feet; thence N 89°09'30" W a distance of 25.00 feet to the P.O.B. Bearing based on Plat of Bayou Pines Townhomes P.B. 8, Page 63, Okaloosa County, Florida.

DABET DEVELOPMENT, INC., its successors and/or assigns shall be solely responsible for the maintenance of that portion of the paved, area over which said easement is created.

**** OFFICIAL RECORDS ****
BK 1367 PG 864

EXHIBIT "B"

A Perpetual and None Exclusive Easement for Installation and/or maintenance/of sanitary sewer described as follows:

Commence at the S.E. corner of Lot 1 Bayou Pines Townhomes as recorded in Plat Book 8, Page 63 Okaloosa County, Florida; thence S-00°50'30"-W along the East boundary of said Bayou Pines Townhomes a distance of 26.46 ft.; thence N-89°58'30"-W along the boundary of said Bayou Pines Townhomes a distance of 10.23 ft. to the P.O.B.; thence continue N-89°58'30"-W along said boundary a distance of 15.0 ft.; thence S-00°41'42"-E a distance of 58.10 ft.; thence N-89°18'18"-E a distance of 15.0 ft.; thence N-00°41'42"-W a distance of 57.91 ft. to the P.O.B. contains 0.02 acres more or less. Bearings based on plat of Bayou Pines Townhomes.

and:

a portion of Bayou Pines Townhomes as recorded in Plat Book 8, Page 63, Okaloosa County, Florida and being more particularly described as follows:

The South 15.0 ft. of Lots 1 through 15 inclusive, Bayou Pines Townhomes, Plat Book 8, Page 63, Okaloosa County, Florida and the private drive and utility easement as shown on said plat of Bayou Pines Townhomes.



FILE# 888978
OKALOOSA COUNTY, FLORIDA

RCD: OCT 22 1986 @ 11:14 AM
NEWMAN C BRACKIN, CLERK

FILE # 2525440 RCD: 10/10/2008 @ 09:24 AM, BK: 2861 PG: 3673 RECORDING:
\$37.50 RECORDING ARTICLE V: \$32.00 DEPUTY CLERK DRUBALCAVA DON W.
HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

**CERTIFICATE OF AMENDMENT
TO DECLARATION OF COVENANTS, EASEMENTS,
CONDITIONS AND RESTRICTIONS**

Of

BAYOU PINES OWNERS ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that by a vote of not less than seventy-five (75%) of the voting interests of the Association and after the unanimous adoption of a Resolution proposing said amendments by the Board of Administration, the Declaration of Covenants for BAYOU PINES OWNERS ASSOCIATION, as originally recorded in the Official Records of Okaloosa County Book 1265 Page 1753, et seq., be and the same is hereby amended as follows:

1. The Declaration of Covenants, Easements, Conditions and Restrictions of BAYOU PINES OWNERS ASSOCIATION, INC. is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Declaration of Covenants, Easements, Conditions and Restrictions."

IN WITNESS WHEREOF, BAYOU PINES OWNERS ASSOCIATION, INC.,
has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 9th day of October, 2008.

BAYOU PINES OWNERS ASSOCIATION, INC.

ATTEST:

Jeane Rief
Secretary

Philip F. Gianini
President

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me this 9th day of October, 2008, by Jeane Rief who is personally known to me or who has produced identification issued by a state or a branch of the federal government as identification, and who did take an oath.

Elizabeth A. Clark
Notary Public

My commission Expires:
Commission No.



ELIZABETH A. CLARK
MY COMMISSION # 00471789
EXPIRES: September 14, 2009
Bonded thru Budget Notary Services

BK: 2861 PG: 3674

**THIRD AMENDMENT
TO THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND
RESTRICTIONS DATED OCTOBER 19, 1984
OF BAYOU PINES OWNERS' ASSOCIATION**

WHEREAS, the Declaration of Covenants, Easements, Conditions and Restrictions was made and entered into on the 19th day of October, 1984 by DaBet Development, Incorporated, a Florida Corporation, and recorded in the Public Records of Okaloosa County, Florida, at Official Records Book 1265, Pages 1753-1768; and

WHEREAS, the First Amendment to the Declaration of Covenants, Easements, Conditions and Restrictions was recorded on the 13th day of January, 1986 at Official Records Book 1324, Pages 1039-1045; and

WHEREAS, the Second Amendment to the Declaration of Covenants, Easements, Conditions and Restrictions was recorded on the 22nd day of October, 1986 at Official Records Book 1367, Pages 856; and

NOW THEREFORE, Declarations, the owners of at least Seventy-Five Percent (75%) of the units or lots described in said Declaration of Covenants, Easements, Conditions and Restriction hereby amended the Declaration of Covenants, Easements, Conditions and Restrictions as follows:

1. All reference to nineteen (19) townhouses, units, parcels of land and/or lots shall hereby be amended to fifteen (15) townhouses, units, parcels of land and/or lots.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Okaloosa County, Florida, upon which ~~nineteen (19)~~ fifteen (15) townhouses will be constructed and which is described and depicted in Exhibit "A" attached hereto, and the legal description of which is as follows:

ARTICLE I

DEFINITIONS

Section 1 "Lot or Unit: shall mean and refer to each of the ~~nineteen (19)~~ fifteen (15) parcels of land as described in the attached Exhibit "A" and known as BAYOU PINES and any improvements heretofore or hereafter constructed thereon. Such lots shall not be subject to further subdivision into smaller parcels by any subsequent owner.

2. Article IV, Section 5 is reworded as follows. See section IV(5) for present text:

Section 5. Maintenance: Each owner shall perform promptly all maintenance and repair work ~~within and beneath~~ to their unit, including outside cleanup, which, if not accomplished, could adversely affect the property in its entirety, or a part belonging to other owners; each owner is expressly liable for any damage or injury which may result from their failure to promptly perform such maintenance, repair and cleanup. Unless otherwise provided in other Articles of

BK: 2861 PG: 3675

this Declaration, each owner shall be responsible for the cost of performing all such maintenance, repairs and cleanup.

3 Article VI, Section 2 is substantially amended as follows: See section VI (2) for present text:

Section 2. Purpose of Assessments:

(a) The assessments levied by the Association shall be used exclusively: to promote the recreation, health, safety and welfare of the residents of the properties; for insuring the properties; ~~for the maintenance of the exterior of units;~~ for the improvement and maintenance of the common areas and for maintenance of the landscaping.

(b) The care and maintenance of common areas by the Association shall include mowing, cutting, trimming, edging, planting, watering, fertilizing, treating, etc., of lawns and landscaping and will be charged to all unit owners as common expenses. This shall not include routine cleanup of rubbish removal from lots as this is the responsibility of each unit owner.

(c) In addition to maintenance and care upon the common areas, the Association shall be responsible for ensuring provide exterior maintenance upon each lot or unit is which is subject to assessment hereunder, as follows: painting, repair, replacement and care of roofs, gutters, and down spouts, and other exterior building surfaces or improvements; maintenance and care of trees, shrubs, grass, walks and driveways. Such exterior maintenance shall not include glass surfaces, nor maintenance of any kind inside the patio, balcony or deck areas included in are appurtenant to a unit. Care and maintenance of lawns and landscaping by the Association shall include mowing, cutting, trimming, edging, planting, watering, fertilizing, treating, etc., but shall not include routine cleanup of and rubbish removal from lots. is accomplished. Each owner is financially responsible for the exterior maintenance of their unit and shall be subject to assessment hereunder, if they fail to comply with the direction of the Association when it relates to painting, repair, replacement and care of roofs, gutters, and down spouts, and other exterior building surfaces or improvements. If maintenance affects two or more units, all maintenance and repair costs will be divided equally among the separate unit owners. Such exterior maintenance shall not be accomplished without prior coordination of the Board of Directors.

4 Article VII, Section 1 is amended to reflect correct number of units while maintaining the sixty-percent (60%) requirement for approval. See Section 1 for present text.

Section 1. No sign (except incident to sale of a unit), antenna satellite dish (or similar device), aerial, tower, building, fence, wall, or other structure shall be commenced, repaired, erected or maintained upon any of the lots; nor shall exterior repair, or addition to, or change or alteration in kind, color, shape, height, materials, or location different from the existing structure, driveway, or walkway be made until the plans and specification showing the nature, color, kind, shape, height materials, and location of same shall have been submitted to and approved in writing as to harmony of external design, color, and location in relation to the surrounding structures and topography by the then owners of ~~twelve (12)~~ nine (9) of the ~~nineteen (19)~~ fifteen (15) units or lots, which approval shall be evidenced by their written consent to the specified changes and recorded in the public records, except as hereinafter provided.

BK: 2861 PG: 3676

IN WITNESS WHEREOF, the undersigned, being an owner of a unit at Bayou Pines Townhomes, hereby approve the Third Amendment to the Bayou Pines Owners Association Covenants.

Jeanne Rief #7
Owner Unit #
Thomas L Rief
Witness

IN WITNESS WHEREOF, the undersigned, being an owner of a unit at Bayou Pines Townhomes, hereby approve the Third Amendment to the Bayou Pines Owners Association Covenants.

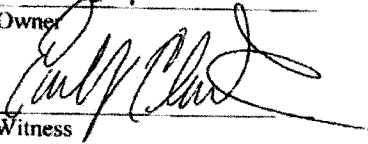
Marjorie E Rief #8
Owner Unit #
(witness)
DAR
Witness

1
IN WITNESS WHEREOF, the undersigned, being an owner of a unit at Bayou Pines Townhomes, hereby approve the Third Amendment to the Bayou Pines Owners Association Covenants.

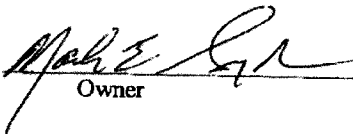
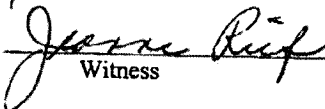
Michael A. Semerel #9 24 Aug 08
Owner Unit #
Jeanne A Rief
Witness

BK: 2861 PG: 3677

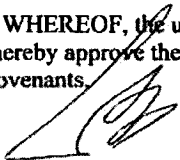
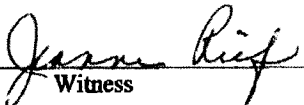
IN WITNESS WHEREOF, the undersigned, being an owner of a unit at Bayou Pines Townhomes, hereby approve the Third Amendment to the Bayou Pines Owners Association Covenants.


Owner _____ Unit # 1

Witness _____

IN WITNESS WHEREOF, the undersigned, being an owner of a unit at Bayou Pines Townhomes, hereby approve the Third Amendment to the Bayou Pines Owners Association Covenants.


Owner _____ Unit # 4

Witness _____

1
IN WITNESS WHEREOF, the undersigned, being an owner of a unit at Bayou Pines Townhomes, hereby approve the Third Amendment to the Bayou Pines Owners Association Covenants.


Owner _____ Unit # 5

Witness _____

BK: 2861 PG: 3678

IN WITNESS WHEREOF, the undersigned, being an owner of a unit at Bayou Pines Townhomes, hereby approve the Third Amendment to the Bayou Pines Owners Association Covenants.

Earl Clark
Owner

TEN (10)
Unit #

Beth Clark
Witness

IN WITNESS WHEREOF, the undersigned, being an owner of a unit at Bayou Pines Townhomes, hereby approve the Third Amendment to the Bayou Pines Owners Association Covenants.

David Parker
Owner

11
Unit #

Minerva H
Witness

BK: 2861 PG: 3679

IN WITNESS WHEREOF, the undersigned, being an owner of a unit at Bayou Pines Townhomes, hereby approve the Third Amendment to the Bayou Pines Owners Association Covenants.

Linda E. Sperry
Owner

1113
Unit #

Ernie S. Kelly
Witness

BK: 2861 PG: 3680

IN WITNESS WHEREOF, the undersigned, being an owner of a unit at Bayou Pines Townhomes, hereby approve the Third Amendment to the Bayou Pines Owners Association Covenants.

Brigitte Plumb

Owner

9-16-08

Unit # 13

Philip F. Gianni

Witness

IN WITNESS WHEREOF, the undersigned, being an owner of a unit at Bayou Pines Townhomes, hereby approve the Third Amendment to the Bayou Pines Owners Association Covenants.

Steve Grube

Owner

Unit # 14

R. G. B.

Witness

IN WITNESS WHEREOF, the undersigned, being an owner of a unit at Bayou Pines Townhomes, hereby approve the Third Amendment to the Bayou Pines Owners Association Covenants.

William A. Kuhn

Owner

15

Unit #

Thomas L. Rief Unit 7

Witness

ARTICLES OF INCORPORATION

OF

BAYOU PINES OWNERS' ASSOCIATION, INC.

A FLORIDA CORPORATION NOT FOR PROFIT

FILED
1904 OCT 26 PM 9 55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned natural persons competent to contract, acting as incorporators of a corporation not for profit under Chapter 617 of the Florida Statutes, hereby adopt the following Articles of Incorporation.

ARTICLE I - NAME

The name of this corporation is BAYOU PINES OWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to as the "Association", these Articles of Incorporation as the "Articles", and the By-laws of the Association as the "By-laws".

ARTICLE II - PURPOSE AND POWERS OF THE ASSOCIATION

1. The purpose and powers of the corporation are such as are authorized under Statute 617 of the Florida Statutes and include providing for the maintenance, insurance, preservation, and architectural control of the residential lots and common areas within that certain tract of property (hereinafter called the "Property") which is, or will be, platted and recorded as a subdivision in Okaloosa County, Florida, and is described as follows:

Begin at a P.R.M. located on the East line of Bayview Subdivision as filed in Plat Book 1, Page 26, Public Records of Okaloosa County, Florida, and the North Right-of-Way line of State Road 85, said point being the Southeast corner of Lot 9, Block 5, of said Bayview Subdivision; thence N00°50'30"E along East line of said Lot 9, Block 5, a distance of 150.00 feet; thence S89°58'30"E a distance of 100.00 feet; thence N00°50'30"E a distance of 70.00 feet; thence S89°58'30"E a distance of 100.00 feet; thence N00°50'30"E a distance of 126.30 feet to an existing wood sea wall and the water's edge of Garnier's Bayou; thence N85°25'33"W along said seawall and water's edge of said Garnier's Bayou a distance of 47.26 feet; thence N80°09'00"W along said seawall and a Westerly extension thereof and the water's edge of said Garnier's Bayou a distance of 318.59 feet to a point referenced in O. R. Book 1120, page 311 (Parcel B) Okaloosa County, Florida; thence S00°10'21"W a distance of 128.00 feet; thence S81°04'49"E a distance of 136.70 feet; thence S00°50'30"W a distance of 256.62 feet more or less to the North Right-of-Way of State Road 85; thence N86°55'20"E (Chord Bearing) a distance of 25.06 feet to the P. O. B. Said tract contains 1.42 acres more or less.

2. The corporation is organized and operated solely for administrative and managerial purposes. It is not intended that the corporation show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any private member.

3. The corporation is also formed to promote the health, safety, and welfare of the residents within the property and such additions thereto as may hereafter be brought within the jurisdiction of this Association, and for this purpose to:

a. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Easements, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded, or to be recorded, in the office of the Clerk of Court of Okaloosa County, Florida, and as the same may be amended from time to time as provided, said Declaration being incorporated herein as if set forth at length;

b. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c. Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

d. Borrow money, with the assent of two-thirds (2/3) of its members, pledge, mortgage, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e. Dedicate, sell, or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members, agreeing to such dedication, sale, or transfer;

f. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and common area, provided that any such merger, consolidation or annexation, shall have the assent of two-thirds (2/3) of the members;

g. Maintain, repair, insure, replace, operate, and manage the above-described property and any improvements thereon including the right to reconstruct improvements owned by the Association after casualty and to make further improvements of the property or to purchase additional property and improvements;

h. Enter into contracts for management, insurance coverage, maintenance, or leasing, and to delegate all of the powers and duties of the Association (except those the delegation of which may be required by the Declaration to have approval of the Board of Directors or membership of the Association);

i. Enforce the provisions of the Declaration, these Articles of Incorporation, the By-Laws of the Association, which may be hereafter adopted, and the rules and regulations governing the use of the property and the improvements thereon as same may be hereafter established;

j. Acquire, manage, maintain, sublease, or assign lease of water surface rights;

k. To construct, enlarge, modify, and maintain dock and boat slips;

l. Assign and reassign use of boat slip and dock facilities among members;

m. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration;

n. Have and to exercise any and all powers, rights and "privileges which a corporation organized under Chapter 617 of the Florida Statutes regarding corporations not for profit may now or hereafter have or exercise together with all other powers reasonably necessary to effectuate the purpose of the Association as set out herein.

ARTICLE III - MEMBERS

1. Each unit within Bayou Pines shall have appurtenant thereto a membership in the Association, which membership shall be held by the person or entity, or in common by the persons or entities owning such unit, except that no person or entity holding title to a unit as security for performance of an obligation shall acquire the membership appurtenant to such unit by virtue of such title ownership. In no event may any membership be severed from the unit to which it is appurtenant.
2. Change of membership in the Association shall be established by the recording in the Public Records of Okaloosa County, Florida, of a Warranty Deed or other instrument establishing record ownership to a unit in Bayou Pines, and delivery of a copy of said Warranty Deed to the Association at its office or post office box.
3. Each membership in the Association shall entitle the holder or holders thereof to exercise that proportion of the total voting power of the Association corresponding to the proportionate undivided interest in the common elements appurtenant to the unit to which such membership corresponds.

ARTICLE IV - TERM

The Association shall exist perpetually. Corporate existence shall commence the 19th day of October, 1984.

ARTICLE V - SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
DAVID T. BEVERLY, III	49 Poquito Road Shalimar, Florida 32579
BETTE L. BEVERLY	49 Poquito Road Shalimar, Florida 32579
ANTOLE SEMENOV, JR.	6 Yacht Club Drive Ft. Walton Bch., Florida 32548

ARTICLE VI - DIRECTORS

1. The affairs of the Association will be managed by a board consisting of the number of directors as shall be determined by the

By-Laws, but not less than three (3) nor more than five (5) directors, and in the absence of such determination shall consist of three (3) directors.

2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies of the board of directors shall be filled in the manner provided in the By-Laws.

3. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
DAVID T. BEVERLY, III	49 Poquito Road Shalimar, Florida 32579
BETTE L. BEVERLY	49 Poquito Road Shalimar, Florida 32579
ANTOLE SEMENOV, JR.	6 Yacht Club Drive Ft. Walton Bch., Florida 32548

ARTICLE VII - OFFICERS

The affairs of the Association shall be administered by the officers elected by the board of directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President	DAVID T. BEVERLY, III	49 Poquito Road Shalimar, Florida 32579
Vice-President	ANTOLE SEMENOV, JR.	6 Yacht Club Drive Ft. Walton Bch.
Secretary/ Treasurer	BETTE L. BEVERLY	49 Poquito Road Shalimar, Florida 32579

ARTICLE VIII - BY-LAWS

The board of directors of this Association may provide such By-laws for the conduct of its business in the carrying out of its purposes as they may deem necessary from time to time. The By-laws may be altered, amended or rescinded upon the proposal of a majority of the board of directors and approval in person or by proxy of a majority of the members of the Association present at a regular or special meeting of

the members, notice of which shall state that such proposal is to be voted upon at the meeting.

ARTICLE IX - AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered;
2. A resolution approving a proposed amendment may be proposed by either the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting;
3. Approval of an amendment must be by not less than 75% of the entire membership of the board of directors and by not less than 75% of the vote of the entire membership of the Association or by not less than 80% of the votes of the entire membership of the Association;
4. No amendments shall make any changes in the qualifications for membership nor the voting rights of members;
5. A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Okaloosa County, Florida.

ARTICLE X - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets, both real and personal, of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval on

dissolution pursuant to Florida Statutes 617.05.

ARTICLE XI - INDEMNITY

Every director and every other officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party or in which he may be involved, by reason of his being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which any such director or officer may be entitled.

ARTICLE XII - INDEBTEDNESS OR LIABILITY

Any indebtedness or liability, direct or contingent, must be authorized by an affirmative vote of a majority of the votes cast by the members of the Board of Directors at a lawfully held meeting. The highest amount of indebtedness or liability, direct or contingent, to which this corporation may be subject at any one time shall not exceed one hundred fifty percent (150%) of its income for the previous fiscal year, except that additional amounts may be authorized by an affirmative vote of two-thirds (2/3) of the members.

ARTICLE XIII - NOTICE AND QUORUM

1. For those actions which, by the provisions of preceding Articles, require a vote of the members, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting, shall be given to all members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting.

2. The presence of members or of proxies entitled to cast a majority of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above. At

such subsequent meeting the presence of members or proxies entitled to cast one-third (1/3) of all votes of the membership shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE XIV - INITIAL REGISTERED OFFICE AND RESIDENT AGENT

The initial registered office of the corporation is 3 Clifford Drive, Shalimar, Florida, 32579, and the name of the initial registered agent of this corporation at that address is ROBISON R. HARRELL.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 19th day of October, 1984.

David T. Beverly, III

DAVID T. BEVERLY, III

Bette L. Beverly

BETTE L. BEVERLY

Antole Semenov, Jr.

ANTOLE SEMENOV, JR.

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned authority, personally appeared DAVID T. BEVERLY, III, who, after being duly sworn on oath, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed in such Articles this 19th day of October, 1984.

FILED
1984 OCT 26 AM 9:37
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

David R. Morris

NOTARY PUBLIC

My Commission Expires: _____

☒ Notary Public, State of Florida
My Commission Expires Oct. 18, 1984
Bonded thru my insurance, Inc.

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned authority, personally appeared BETTE L. BEVERLY, who, after being duly sworn on oath, acknowledged that she executed the foregoing Articles of Incorporation for the purposes therein expressed in such Articles this 19th day of October, 1984.

David R. Mauns
NOTARY PUBLIC Notary Public, State of Florida
My Commission Expires Oct. 18, 1986
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned authority, personally appeared ANTOLE SEMENOV, JR., who, after being duly sworn on oath, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed in such Articles this 19th day of October, 1984.

David R. Mauns
NOTARY PUBLIC Notary Public, State of Florida
My Commission Expires Oct. 18, 1986
My Commission Expires: _____

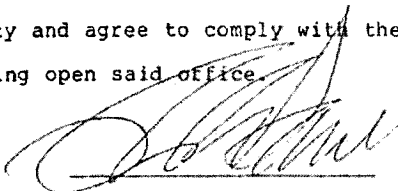
FILED
1984 OCT 26 AM 9 57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE DESIGNATING PLACE OF BUSINESS OF DOMICILE FOR THE SERVICE OF
PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM SERVICE MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act.

That Bayou Pines Owners' Association, Inc., desiring to organize under the laws of the State of Florida with its principal office at 3 Clifford Drive, Shalimar, Florida, 32579, has named ROBISON R. HARRELL, located at this address as its agent for service of process within the State of Florida.

Having been named to accept service of process for the above-stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.



ROBISON R. HARRELL

FILED
1994 OCT 26 AM 9 57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Mellie

Filed
1984 Oct 26
Secretary of State
Tallahassee, Florida

BY-LAWS

OF

BAYOU PINES OWNERS' ASSOCIATION, INC.

ARTICLE I - NAME AND LOCATION

The name of the corporation is BAYOU PINES OWNERS' ASSOCIATION, INC, hereinafter referred to as "Association." The principal office of the corporation shall be located at 3 Clifford Drive, Shalimar, Florida, 32579, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the board of directors

ARTICLE II - DEFINITIONS

Section 1. "Association" shall mean and refer to BAYOU PINES OWNERS' ASSOCIATION, INC., its successor and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Easements, Conditions, and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned or leased by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the property with the exception of the common area.

Section 5. "Unit" shall refer to the dwelling constructed on a lot, together with the fee simple ownership interest in the lot upon which the dwelling stands.

Section 6. "Common expense" shall mean all expenses incurred by the Association and charged to the owners of improved lots on a common basis, including, but not limited to; ad valorem taxes on common areas, salaries, wages, payroll taxes, supplies, materials, parts, services, utilities, maintenance, repairs, replacements, landscaping, insurance, and other expenses of the Association incurred on behalf of all members (as distinguished from individual mortgage payments, real estate taxes,

and individual telephone, electricity, and other individual expenses billed or charged to the members on an individual or separate basis rather than on a common basis.)

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties.

Section 8. "Declarant" shall mean and refer to DaBet Development, Inc.

Section 9. "Declaration" shall mean and refer to the Declaration of Covenants, Easements, Conditions, and Restrictions applicable to the property, recorded in the office of the Clerk of the Circuit Court, Okaloosa County, Florida.

Section 10. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III - MEETING OF MEMBERS

Section-1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association. Unless otherwise determined by the directors, each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the members is a weekend or legal holiday, the meeting will be held at the same hour on the first day following which is not a weekend or legal holiday.

Section 2. Special Meeting. Special meetings of the members may be called at any time by the president or by two (2) members of the board of directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership. A meeting so requested shall be called for a date not less than fourteen (14) nor more than sixty (60) days after the request is made.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary of the Association or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, to each member entitled to vote thereat, addressed to the member's address last appearing on the

books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. Such notice shall be given in person or delivered by mail to each member not less than fourteen (14) nor more than sixty (60) days prior to the date set for such meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting and another meeting may be called, subject to the notice requirement set forth above. At such subsequent meeting, the presence of members or proxies entitled to cast one-third (1/3) of all votes of the membership shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Section 6. Proviso. Unless called by the board of directors, there shall be no meeting of the membership of the Association until:

1. the developer has developed and sold eighty percent (80%) of the lots or units, or
2. The developer elects to terminate its control of the project; or
3. January 1, 1986; whichever shall first occur.

ARTICLE IV - BOARD OF DIRECTORS/SELECTION/TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a board of not less than three (3) nor more than five (5) directors who need not be members of the Association. Each member of the first board named in the Articles of Incorporation of the

Association shall hold office until his successor shall be chosen by election at the first annual meeting and shall qualify.

Section 2. Term of Office. The term of the directors shall be for a period of one (1) year or until their successors are elected at the next ensuing meeting of the membership.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association; however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election of the board of directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the board of directors, and two (2) or more members of the Association. The nominating committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the board of directors shall be by secret written ballot. At the elections, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI - MEETING OF DIRECTORS

*Needs to be
changed.*

Section 1. Regular Meetings. Regular meetings of the board of directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the board of directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director. Any director may waive notice of a meeting, consent to the holding of a meeting without notice, or consent to any action of the board without a meeting. Meetings may be held by telephone.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The board of directors shall have the power to:

a. Adopt and publish rules and regulations governing the use of the common area and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

b. suspend the voting rights and rights to ^{use} of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by

the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c. exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions; of these By-laws, the Articles of Incorporation, or the Declaration;

d. declare the office of a member of the board of directors to be vacant in the event that a director shall be absent from three (3) consecutive regular meetings of the board of directors;

e. elect officers of the Association as hereinafter provided;

f. authorize the officers to enter into one or more management agreements with third parties in order to facilitate efficient operation of the property. It shall be the primary purpose of such management agreements to provide for: the administration, management, repair, and maintenance of all common areas and improvements situated thereon; the repair and maintenance of the roofs, gutters, downspouts, and exterior building surfaces (excluding glass surfaces) of the units, all landscaping, including but not limited to maintenance of all trees, shrubs, grass on lots and common areas; maintenance of all roadways, driveways, and walkways, whether situated on common areas or lots; receipt and disbursement of funds as may be authorized by the board of directors. The terms of said management agreements shall be as determined by the board of directors to be in the best interest of the Association, and shall be subject in all respects to the Articles of Incorporation, these By-laws, and the Declaration;

g. provide for any insurance coverages authorized by these By-laws, the Articles of Incorporation, or the Declaration;

h. assign or reassign boat slips; and

i. impose, after five (5) days advance written notice and subsequent hearing, special assessments upon individual lots and owners as authorized by the Declaration.

Section 2. Duties. It shall be the duty of the board of directors to:

a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the membership who are entitled to vote;

b. supervise all officers, agents, and employees of this Association and to see that their duties are properly performed;

c. to adopt administrative rules and regulations governing the administration, management, operation, and use of the common areas, and to amend such rules and regulations from time to time;

d. adopt rules and regulations concerning use of all lots, subject to written approval of sixty percent (60%) of the owners as required by the Declaration;

e. as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each annual assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(3) evaluate and propose special assessments for capital improvements and enforce the collection of such assessments;

(4) adjudicate and impose, after notice and hearing, special assessments upon individual lots and owners as authorized by the Declaration; and

(5) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

f. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an

assessment has been paid, such certificate shall be conclusive evidence of such payment;

g. to procure and maintain adequate liability insurance and to procure adequate hazard and other insurance on all property owned by the Association, as the directors deem advisable;

h. procure insurance on units if required or deemed appropriate pursuant to terms of these By-laws, Articles of Incorporation, or the Declaration;

i. cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

j. cause the common area to be maintained;

k. cause the exterior of the units and the driveways, walkways, lawns, and landscaping of lots to be maintained; and

l. comply with the instructions of a majority of the members as expressed in writing in a resolution duly adopted at any annual or special meeting of the members.

ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1. The officers of this Association shall be a president, a vice-president, a secretary, and a treasurer, and such other officers as the board may from time to time, by resolution, create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the board of directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the board and each shall hold office for one (1) year unless or until their successors are elected, they shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

Section 5. Resignation and Renewal. Any officer may be removed from office with or without cause by the board. Any officer may resign at any time giving written notice to the board, the president, or the

secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

a. President. The president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

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

c. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the board.

d. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year;

expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX - COMMITTEES

Section 1. The board of directors shall appoint an Architectural Control Committee as provided in the Declaration and a nominating committee as provided in the Declaration, and a nominating committee as provided in these By-laws. In addition, the board of directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

- a. A Recreation Committee which shall advise the board of directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the board, in its discretion, determines;
- b. A Maintenance Committee which shall advise the board of directors on all matters pertaining to maintenance, repair, or improvement of the property, and shall perform such other functions as the board, in its discretion, determines;
- c. A Publicity Committee which shall inform the members of all activities and functions of the Association and shall, after consulting with the board of directors, make such public releases and announcements as are in the best interests of the Association; and
- d. An Audit Committee which shall supervise the annual audit of the Associations' books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting as provided in Article VIII, Section 8(d). The treasurer of the Association shall be an exofficio member of the committee.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director, or officer of the Association as is further concerned with the matter presented.

ARTICLE XI - ASSESSMENTS

As more fully provided in the Declaration, each member owning an "improved lot" is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the owner's lot and unit, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

ARTICLE XII - CORPORATE SEAL

The Association shall have a seal in circular form, and within its circumference, the words: BAYOU PINES OWNERS' ASSOCIATION, INC., a Florida Corporation Not For Profit.

ARTICLE XIII - AMENDMENTS

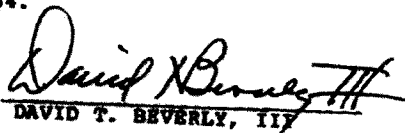
Section 1. These By-laws may be amended, altered, or rescinded upon the proposal of a majority of the board of directors and approval in person or by proxy of a majority of the members of the Association present at a regular or special meeting of the members, notice of which shall state that such proposal is to be voted upon at the meeting.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-laws, the Declaration shall control.

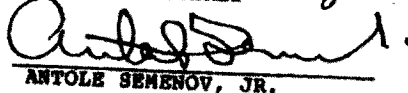
ARTICLE XIV - MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of BAYOU PINES OWNERS' ASSOCIATION, INC., have hereunto set our hands and seals this 19th day of October, 1984.


DAVID T. BEVERLY, III


BETTY L. BEVERLY


ANTOLE SEMENOV, JR.

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned authority, personally appeared DAVID T. BEVERLY, III, who, after being duly sworn on oath, acknowledged that he executed the foregoing By-laws for the purposes therein expressed in such By-laws this 19th day of October, 1984.



NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 18, 1986
Qualified Notary Public, Notary, Inc.

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned authority, personally appeared BETTE L. BEVERLY, who, after being duly sworn on oath, acknowledged that she executed the foregoing By-laws for the purposes therein expressed in such By-laws this 19th day of October, 1984.

David R. Munro

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires: Oct. 10, 1986
Notary Public, State of Florida, Inc.

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned authority, personally appeared ANTOLE SEMENOV, JR., who, after being duly sworn on oath, acknowledged that he executed the foregoing By-laws for the purposes therein expressed in such By-laws this 19th day of October, 1984.

David R. Munro

NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
My Commission Expires: Oct. 10, 1986
Notary Public, State of Florida, Inc.

ParcelID	Property/Address	City	LegalDesc	Owner/Address1	Owner/Address2	Owner/Address3
06-25-23-0111-0000-0010	810 EGLIN PKWY N 1	FT WALTON BEACH	BAYOU PINES T/H	RUPON THOMAS G & SHIRLEY G	958 DON DR	FT WALTON BEACH, FL 32547-1827
06-25-23-0111-0000-0020	810 EGLIN PKWY 2	FT WALTON BEACH	BAYOU PINES T/H	BARNES MICHAEL J	PO BOX 415	FT WALTON BEACH, FL 32549-0415
06-25-23-0111-0000-0030	810 EGLIN PKWY 3	FT WALTON BEACH	BAYOU PINES T/H	SHIVELY WILMA JO	810 EGLIN PKWY NE #3	FT WALTON BEACH, FL 32547
06-25-23-0111-0000-0040	810 EGLIN PKWY 4	FT WALTON BEACH	BAYOU PINES T/H	SNYDER MARK E & LINDA R	810 EGLIN PKWY #4	FT WALTON BEACH, FL 32547
06-25-23-0111-0000-0050	810 EGLIN PKWY 5	FT WALTON BEACH	BAYOU PINES T/H	STEWART ASHLEY T & PAULETTE A	810 EGLIN PKWY #5	FT WALTON BEACH, FL 32547
06-25-23-0111-0000-0060	810 EGLIN PKWY 6	FT WALTON BEACH	BAYOU PINES T/H	POUS JACOB & LINDA L	118 LISA MARIE PLACE	SHALIMAR, FL 32579
06-25-23-0111-0000-0070	810 EGLIN PKWY 7	FT WALTON BEACH	BAYOU PINES T/H	ASPINWALL PETER B	106 WILLOW OAK CT	ELKTON, MD 21921
06-25-23-0111-0000-0080	810 EGLIN PKWY 8	FT WALTON BEACH	BAYOU PINES T/H	REDLEY DONALD A	810 EGLIN PKWY UNIT 8	FT WALTON BEACH, FL 32547
06-25-23-0111-0000-0090	810 EGLIN PKWY 9	FT WALTON BEACH	BAYOU PINES T/H	SULLIVAN SEAN	810 EGLIN PKWY NE #9	FT WALTON BEACH, FL 32547
06-25-23-0111-0000-0100	810 EGLIN PKWY 10	FT WALTON BEACH	BAYOU PINES T/H	CARTER BRIAN & WOOTEN-CARTER EMILY	810 EGLIN PKWY NE #10	FT WALTON BEACH, FL 32547
06-25-23-0111-0000-0110	810 EGLIN PKWY 11	FT WALTON BEACH	BAYOU PINES T/H	PARKER DAVID E	810 EGLIN PKWY #11	FT WALTON BEACH, FL 32547
06-25-23-0111-0000-0120	810 EGLIN PKWY 12	FT WALTON BEACH	BAYOU PINES T/H	MCMANUS MIKAELA D	810 EGLIN PKWY #12	FT WALTON BEACH, FL 32547-2565
06-25-23-0111-0000-0130	810 EGLIN PKWY 13	FT WALTON BEACH	BAYOU PINES T/H	BRIGITTE M PLUMB TRUST	810 EGLIN PKWY #13	FT WALTON BEACH, FL 32547
06-25-23-0111-0000-0140	810 EGLIN PKWY 14	FT WALTON BEACH	BAYOU PINES T/H	MCGINNIS TODD; MCGINNIS KELLI	810 EGLIN PKWY #14	FT WALTON BEACH, FL 32547-2566
06-25-23-0111-0000-0150	810 EGLIN PKWY 15	FT WALTON BEACH	BAYOU PINES T/H	ALTENBURGER JAMES L	810 EGLIN PKWY NE UNIT 15	FT WALTON BEACH, FL 32547