

**CERTIFICATE
AMENDMENT AND RESTATEMENT OF THE
DECLARATION, ARTICLES AND BYLAWS OF
WINDWARD AT BLUEWATER BAY**

THE UNDERSIGNED, being the duly elected and acting President of Windward Property Owners Association, Inc., a Florida corporation not for profit ("Association"), does hereby certify that at a duly called and properly noticed meeting of the members of the Association held on April 13, 2023, at which a quorum was present in person or by proxy, and by a requisite vote of not less than two-thirds of the owner members for each of the five (5) phases of Windward, the attached **Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions of Windward at Bluewater Bay** ("Amended and Consolidated Declaration") was approved, amending, restating and consolidating in their entirety the following phase declarations of covenants recorded in the public records of Okaloosa County, Florida:

(1) Declaration of Covenants, Conditions and Restrictions for Windward at Bluewater Bay recorded on September 23, 1985, at Official Records Book 1310, Page 3; and

(2) Declaration of Covenants, Conditions and Restrictions for Windward Property Owners Association recorded on October 31, 1985 at Official Records Book 1315, Page 442; and

(3) Covenants and Restrictions for Windward III at Bluewater Bay recorded on June 14, 1988 at Official Records Book 1459, Page 1582; and

(4) Covenants and Restrictions for Windward IV at Bluewater Bay recorded on December 8, 1988 at Official Records Book 1486, Page 670; and

(5) Covenants and Restrictions for Windward V at Bluewater Bay recorded on December 8, 1988 at Official Records Book 1486, Page 691; and

(6) Declaration of Restrictive Covenants recorded on February 28, 1989 at Official Records Book 1496, Page 1395.

In addition, by a requisite vote of not less than a majority of the owner members of the Association at the same members' meeting of April 13, 2023, the **Amended and Restated Articles of Windward Property Owners Association, Inc.**, attached as Exhibit B to the Amended and Consolidated Declaration, was approved, amending and restating the Articles of Incorporation filed December 4, 1986, Document No. N18076.

In addition, by a requisite vote of at least 60% of the owner members of the Association at the same members' meeting of April 13, 2023, the **(Second) Amended and Restated Bylaws of Windward Property Owners Association, Inc.**, attached as Exhibit C to the Amended and Consolidated Declaration, was approved, amending and restating the First Amended and Restated Bylaws of Windward Property Owners Association, Inc. recorded at Book 2846, Page 2913, at Official Records Book 2846, Page 2913.

WITNESSES:

WINDWARD PROPERTY OWNERS
ASSOCIATION, INC.

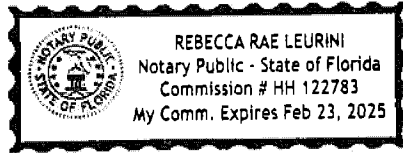
Anna Kasper
Printed Name: Anna Kasper

By: Anna Marie Hammond
AnnaMarie Hammond, its President

Bruce Smith
Printed Name: Bruce Smith

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 20 day of April, 2023, by Teena Hammond, as President on behalf of Windward Property Owners Association, Inc., who is personally known to me or produced the following identification FL Driver License.



Rebecca Rae Leurini
NOTARY PUBLIC
My Commission Expires: 02/23/2025

**AMENDED, RESTATED AND CONSOLIDATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WINDWARD AT BLUEWATER BAY**

**[SUBSTANTIAL REWORDING. SEE GOVERNING DOCUMENTS
FOR CURRENT TEXT.]**

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This AMENDED, RESTATED AND CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF WINDWARD AT BLUEWATER BAY is hereby made to amend and restate in consolidated form the following declarations of covenants and restrictions for Windward Phases I – V, inclusive (hereinafter ("**Windward Phase Declarations**")):

1. Declaration of Covenants, Conditions and Restrictions for Windward at Bluewater Bay recorded on September 23, 1985, at Official Records Book 1310, Page 3 of the Public Records of Okaloosa County, Florida (hereinafter referred to as the "**Declaration for Windward Phase I**") affecting the real property identified as Phase I on **Exhibit "A"** hereto. (See also, all of the real property as described on the Plat of WINDWARD PHASE I AT BLUEWATER BAY, according to the plat thereof, as recorded in the public records of Okaloosa County at Plat Book 9, Page 56)(" **Phase I Plat**"); and
2. Declaration of Covenants, Conditions and Restrictions for Windward Property Owners Association recorded on October 31, 1985 at Official Records Book 1315, Page 442 of the Public Records of Okaloosa County, Florida (hereinafter referred to as the "**Declaration for Windward Phase II**") affecting the real property identified as Phase II on **Exhibit A**. (See also, all of the real property as described on the Plat of WINDWARD PHASE II AT BLUEWATER BAY, according to the plat thereof, as recorded in Plat Book 9, Page 59) ("**Phase II Plat**"); and
3. Covenants and Restrictions for Windward III at Bluewater Bay recorded on June 14, 1988 at Official Records Book 1459, Page 1582 of the Public Records of Okaloosa County, Florida (hereinafter referred to as the "**Declaration for Windward Phase III**"); the Variance to Covenants and Restrictions for Windward III at Bluewater Bay, recorded on July 24, 1990 at O.R. Book 1565, Page 490; and the Certificate of Developer Windward Phase III at Bluewater Bay, recorded on October 6, 1992 at O.R. 1699, Page 1037 affecting the real property identified as Phase III. (See also, all of the real property as described on the Plat of WINDWARD PHASE III, according to the plat thereof, as recorded in the public records of Okaloosa County at Plat Book 11, Page 23)(" **Phase III Plat**"); and
4. Covenants and Restrictions for Windward IV at Bluewater Bay recorded on December 8, 1988 at Official Records Book 1486, Page 670 of the Public Records of Okaloosa County, Florida (hereinafter referred to as the "**Declaration for Windward Phase IV**") affecting the real property identified as Phase IV on **Exhibit A**. (See also, all of the real property as described on the Plat of WINDWARD PHASE IV, according to the plat thereof, as recorded in the public records of Okaloosa County at Plat Book 11, Page 54) ("**Phase IV Plat**"); and
5. Covenants and Restrictions for Windward V at Bluewater Bay recorded on December 8, 1988 at Official Records Book 1486, Page 691 of the Public Records of Okaloosa County, Florida (hereinafter referred to as the "**Declaration for Windward Phase V**") affecting the real property identified as Phase V on **Exhibit A**. (See also, all of the real property as described on the Plat of WINDWARD PHASE V, according to the plat thereof, as recorded in the public records of Okaloosa County at Plat Book 11, Page 55; hereinafter "**Phase V Plat**" and together with the Phase I Plat, Phase II Plat, Phase III Plat, and Phase IV Plat, referred to collectively as "**Windward Plats**"); and

6. Declaration of Restrictive Covenants recorded on February 28, 1989 at Official Records Book 1496, Page 1395 of the Public Records of Okaloosa County, Florida (hereinafter referred to as the "**Declaration for Windward Private Beach**", which private beach real property is Common Area owned and managed by the Association for the benefit of its member and is depicted and described on the Plat of WINDWARD PHASE IV, according to the plat thereof, as recorded in the public records of Okaloosa County at Plat Book 11, Page 54 ("**Private Beach**").

WHEREAS, the Association owns and manages as Common Area of the Association, inclusive of the Private Beach, the private streets and the other common areas described and depicted on the Windward Plats; and

WHEREAS, the Windward Phase Declarations are attached to, described and were preserved by that certain Certificate of Recordation/Affidavit for Preservation of Covenants and Restriction Under Marketable Record Title Act, recorded on December 31, 2014 at Official Records Book 3178, Page 4408, et seq., all in the public records of Okaloosa County, Florida; and

WHEREAS, the Windward at Bluewater Bay real property previously subjected to the Windward Phase Declarations, and subject hereby to this Amended, Restated and Consolidated Declaration is described in Exhibit "A" hereto (hereinafter referred to as the "**Property**"); and

WHEREAS, Windward at Bluewater Bay has been fully developed as a single-family residential community, with all phases completed and all parcels therein having been sold from the developer to individual owners; and

WHEREAS, all of the Lot Owners in all phases of Windward have been members of and governed by a single homeowners association, sharing in the same Common Areas, inclusive of private streets within a gated entrance; and

WHEREAS, there has been turnover of control of the Association from the developer to the Owner Members; and

WHEREAS, it is intended that Windward at Bluewater Bay continue to be a residential community of high esteem and quality homes and common area; and

WHEREAS, the Lot Owners, who are also the Members of the Association, have duly determined by the requisite vote of Owner members to amend, restate and consolidate each of the respective Windward Phase Declarations, in the manner and with the text hereinafter set forth; and

WHEREAS, this Amended, Restated and Consolidated Declaration of Covenants, Conditions, and Restrictions of Windward at Bluewater Bay has been adopted by the requisite vote of the Owners/members of Windward Property Owners Association, Inc. to amend, restate, replace and consolidate the Windward Phase Declarations.

NOW, THEREFORE, Windward Property Owners Association, Inc. hereby declares that the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the covenants, conditions, restrictions, reservations, easements, liens, and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability, and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens, and charges shall run with the Property, and shall be binding upon all parties having and/or acquiring any right, title or interest in the said property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said Property.

The foregoing recitals are true and correct and together with the defined terms, are incorporated into and form a part of this Declaration.

ARTICLE I **DEFINITIONS**

The following words and terms when used in this Declaration or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. "Articles" shall mean and refer to the Amended and Restated Articles of Incorporation of Windward Property Owners Association, Inc., a Florida corporation not-for-profit, attached hereto as **Exhibit "B"**, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. "Assessments" shall mean all expenses and charges levied for the purpose of operation of the Association and carrying out the Association's operations and responsibilities under the terms of the Governing Documents and Florida law, such Assessments to include all Annual Assessments, Special Assessments, and Individual Assessments as described in Article VI hereof.

Section 3. "Association" shall mean Windward Property Owners Association, Inc., a Florida corporation not-for-profit, and its successors and assigns.

Section 4. "Board of Directors" or "Board" shall mean the body responsible for the administration of the Association, selected as provided in the Bylaws.

Section 5. "Bylaws" shall mean the Amended and Restated Bylaws of Windward Property Owners Association, Inc., attached hereto as **Exhibit "C"**, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 6. "Common Area" shall mean the real and personal property designated or depicted as Common Area on the Windward Plats and/or owned, leased by or dedicated to the Association for the common use and enjoyment of the Members and all improvements constructed thereon. Common Area shall include but is not limited to the Windward Beach and improvements thereon, streets, the entrance gate and

related entrance features, landscape areas, open space, signage, walls, street lights, and irrigation.

Section 7. "Community" or "Windward at Bluewater Bay" means the subdivision developed upon the Property; the said being within Okaloosa County, Florida.

Section 8. "Community Property" means all of the Lots and the Common Area, collectively.

Section 9. "County" shall mean Okaloosa County, Florida.

Section 10. "Declaration" shall mean this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 11. "Developer" shall mean Bluewater Bay Development Company, Ltd., and its partners, successors and assigns.

Section 12. "Golf Course" shall mean and refer to any parcel of land adjacent to or within the Property which is privately owned and which is operated, designed or intended for operation as a golf course by persons other than the Association, and related and supporting facilities and improvements operated and/or maintained in connection with or incidental to such golf course.

Section 13. "Governing Documents" means this Amended and Restated Declaration, Amended and Restated Articles, Amended and Restated Bylaws, Rules, and other documents governing the administration and operation of the Community.

Section 14. "HOA Act" shall mean Chapter 720, Florida Statutes, as amended from time to time.

Section 15. "Home" is a single-family dwelling constructed upon and including a Lot.

Section 16. "First Mortgage" is a mortgage executed in favor of a First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 17. "First Mortgagee" is a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home.

Section 18. "Lot" is a designated lot within the property described on the Winward Plats recorded for the Community.

Section 19. "Member" is every person or entity who is a Member of the Association in accordance with Article III.

Section 20. "Operating Expense" shall mean and refer to the actual and estimated expense of operating the Association, including but not limited to, salaries and management fees, professional fees, service, and material costs, costs of supplies and equipment, Association-sponsored social events, and any and all costs relating to the discharge of the Association's obligations hereunder; and further in meeting the costs to be incurred by the Association in performing its contractual or other duties and in exercising its prerogatives, including without limitation costs incurred for the operation, maintenance, repair, replacement, insurance and improvement of the Common Areas. Operating Expenses shall not include reserves.

Section 21. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 22. "Plats" or "Windward Plats" shall mean the plats recorded in the public records for Phases I – V of the Community.

Section 23. "Rules" are collectively the rules and regulations of the Association which the Board of Directors may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property. For any Rules adopted and as amended from time to time, the Association shall have the right to take enforcement actions, including but not limited to the imposition of fines, against any Owner to compel compliance with the Rules.

Section 24. "Tenant" shall mean and refer to any person or person(s) who are renters, tenants or the like under a lease agreement with the Owner of a Lot for occupancy of the Home on the Lot.

Section 25. "Windward Beach" shall mean the Common Area parcel of real estate lying and being in Section 22, Township 1 South, Range 22 West, Okaloosa County, Florida and more particularly described as that certain parcel of Common Area identified as "Private Beach" on that certain Plat of Windward Phase IV recorded at Deed Book 11 Page 54 in the public records of Okaloosa County, Florida.

The foregoing definitions shall be applicable to this Declaration and to any amendment to this Declaration, unless otherwise expressly provided herein or therein.

Terminology. Whenever the context requires, words used in the singular shall be construed to mean or to include the plural and vice versa, and pronouns of any gender shall be deemed to include and to designate the masculine, feminine or neuter gender.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration which is located within the County, and which is the Property described in Exhibit A.

Section 2. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments thereto. By receipt of delivery and acceptance of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration.

Section 3. Subdivision of Lots. Owners may not subdivide or separate any Lot into smaller lots. Each Lot shall have no more than one (1) Home constructed thereon.

Section 4. Single-Family Residences Only. Except as otherwise provided herein, no structure shall be erected, altered or permitted to remain on any Lot in the Community other than for use as a single-family residence. The Home on each lot shall not be more than 35 feet in height above the normal surface of the ground. A Lot Owner may not use any Lot for road/street purposes or as an easement to any lands not contained within the Property.

ARTICLE III
MEMBERSHIP

Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, shall be a Member of the Association. Members shall also be subject to the terms and conditions of the Articles of Incorporation, Bylaws and Rules of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot, provided, however, Ownership of a Lot shall be the sole qualification for membership, except as otherwise provided herein. The Owner(s) of record of each Lot shall be subject to assessment by the Association, as hereinafter provided, and shall be subject to enforcement by the Association in accordance with the terms and provisions of this Declaration and the HOA Act.

ARTICLE IV
VOTING RIGHTS

Section 1. The Association. The operation and administration of the Association and the Common Area shall be managed by the Association, through its Board of Directors unless membership approval is expressly required. The Association shall have those powers and authorities as set forth in the Governing Documents and pursuant to the HOA Act, including but not limited to the authority and power to maintain a class action and to settle a cause of action on behalf of Owners with reference to the Common Areas and with reference to any and all

other matters in which all of the Owners have a common interest. The Association shall also have all the powers and duties set forth in Chapter 617, Florida Statutes (the Florida Not-for-profit Corporation Act), the Articles of Incorporation, the Bylaws and the Rules. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Common Areas and further, shall have the right to grant permits, licenses, and easements over the Common Areas for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Areas. The Board of Directors and/or an authorized committee thereof shall have the authority to enforce covenants, restrictions, Rules and prohibitions with respect to conditions and activities on the Lots to the extent provided under the Governing Documents. The Board of Directors shall have the authority and duty to levy and enforce the collection of assessments and is further authorized to provide adequate remedies for failure to abide by the Declaration and Rules and/or to pay assessments.

Section 2. Voting. Voting by Owner Members shall be in accordance with the Bylaws.

Section 3. Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of said Owner's Lot.

ARTICLE V
PROPERTY RIGHTS

Section 4. General. The Common Areas shall be operated, maintained, repaired, replaced and administered at the sole cost of the Association for all purposes and uses reasonably intended.

Section 5. Membership Easements of Enjoyment. Unless otherwise specifically provided for herein, every Member shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area, and in aid, thereof to mortgage said Common Area and the rights of such mortgagee in said Common Area shall be subordinate to the rights of the Owners hereunder. No such rights to mortgage shall be effective unless approved by three-fourths (3/4) of the Members at a duly noticed meeting of the membership as described in subsection (b) below.

(b) The right of the Association to dedicate 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, or to mortgage all or any part of the Common Area. No such dedication, transfer or mortgage, shall be effective unless an instrument approved by Members entitled to cast three-fourths (3/4ths) of the votes of the membership and unless written notice of the proposed action is sent to every Member, not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held;

(c) Existing easements and agreements of record, inclusive of the seven and one-half foot drainage and utility easement on and over the front, sides and rear of each Lot from any adjacent private property and/or the adjacent Common Areas and streets;

(d) Easements referred to in Article IX hereof;

(e) The right to the use and enjoyment of the Common Areas shall extend to all Members and their family, Tenants, contract purchasers and invited guests, subject to regulation from time to time by the Association in its Rules; and

(f) The other provisions of this Declaration, the Articles, Bylaws and Rules.

Section 6. Common Area.

(a) Maintenance. The Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner in good order, condition, and repair. In addition, the Association shall maintain, repair and replace as reasonably necessary all landscaping, paving, drainage and surface water management facilities, signs, Common Area irrigation systems, including entry features and the entrance gate and gate house, but excepting any public utilities and County rights of way and improvements thereon. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or the Owner's guest(s), Tenant(s) or other invitees or by the failure of an Owner to comply with Owner's maintenance and repair responsibilities under this Declaration or the Rules shall be levied as an Individual Assessment against such Owner individually. The Association shall be authorized, but not required, to provide other services, such as emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Community and shall have easement rights necessary to perform the same. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use of the Common Areas or abandonment of his or her right to use the Common Areas.

(b) Rules/Fines. The Association, through its Board of Directors, may make and enforce reasonable Rules governing the Community Property, which Rules shall not be inconsistent with the rights and duties established by this Declaration. Violations of the Rules or these covenants may result in monetary fines levied in accordance with the Declaration and the HOA Act, and suspension of Common Area use rights and of the right to vote. The Board of Directors shall, in addition, have the power to seek relief in a court of law for violations or to abate nuisances, for which the prevailing party is entitled to an award of its costs and reasonable attorneys' fees incurred. The imposition of fines and suspensions shall be as provided herein and in the Rules and/or Bylaws of the Association, as well as pursuant to the HOA Act.

Section 7. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area for use by the public, except for access to and from and throughout the Property for emergency, law enforcement and the person providing essential services to the Community and its Members. All of the streets within the Community are private Common Area.

Section 8. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 9. Windward Beach. The Windward Beach and all improvements thereon, inclusive of the dock and seawall on and attaching to the Windward Beach are Common Area, owned and to be maintained and repaired by the Association as such. The Windward Beach shall forever be subject to the following restriction, which restriction may not be varied without the written consent of the Association acting through its Board of Directors and the Joinder of the Owner of Lot 11 and 12 of Windward Phase IV according to the Plat thereof recorded at Book 11, Page 54 of the public records of Okaloosa County, Florida:

No structure may be built on the Windward Beach Area which extends in height more than 18 inches above the existing ground level (the purpose of this 18-inch restriction is to permit the possible construction of a deck so long as all parts thereof are no more than 18 inches above the ground). Benches and tables which are portable are not prohibited by this provision.

ARTICLE VI

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges ("**Regular Assessments**"), (2) special assessments ("**Special Assessments**"), and (3) individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots ("**Individual Assessments**") (collectively "**Assessments**"). The Regular, Special, and Individual Assessments, together with interest, costs, an administrative late fee not to exceed the greater of twenty-five and no/100 dollars (\$25.00) or five percent (5%) of the amount of each installment that is paid past the due date, and reasonable attorneys' fees, or such greater amount if authorized by the HOA Act, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees, and then to the delinquent assessments. Each such assessment, together with interest, costs, the administrative late fee and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Each Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title; provided, however, that "previous Owner" shall not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure, and the liability of a first mortgagee, or its successor or assignee as a subsequent holder of a First Mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the First Mortgagee's

acquisition of title is limited to the amounts set forth in Section 720.3085 of the HOA Act. This liability is without prejudice to any right the present Lot Owner may have to recover any amounts paid by the present Owner from the previous Owner.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used to provide for the operation and management of the Association and all related services and expenses, adoption, enforcement and amendment or supplementation of the Governing Documents, and the management, care repair and maintenance of the Common Area and any improvements constructed thereon, including provision for appropriate insurance against casualty and liability.

Section 3. Reserves. There shall be a reserve account maintained by the Association for maintenance and repair of the private streets in the Community ("**Street Reserves**"). The Road Reserves shall be funded as determined by the Board of Directors, in reliance on the advice of one or more professionals, as it determines in good faith is necessary to keep the streets in reasonably good repair. Reserves shall be kept separate from other Association funds. The Road Reserve shall not be used for a purpose other than in connection with the maintenance or repair of the streets in the Community absent the approval by a majority of the voting interests of the membership. The Board may in its discretion, but is not required to, propose for inclusion in the budget a separate and distinct 'savings' line item for Common Area storm damage cleanup/repair.

Section 4. Regular Assessments. To provide the total sum necessary for the insurance purchased by the Association hereunder, the Road Reserves, the maintenance, repair and replacement (as applicable) of the Common Areas and any improvements located thereon, and any and all other expenses of the Association, each Member for each Lot owned shall pay an equal portion of the total amount necessary for such purposes to the Association. The portion to be paid by each Member for each Lot owned shall be calculated as set forth herein. Once assessed, the Association has a lien on each Lot for any unpaid Assessments, interest, late fees, attorneys' fees, and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien. Each Regular Assessment period will be the calendar year.

Section 5. Special Assessments. In addition to the Regular Assessments authorized above, the Board of Directors, by approval of 2/3 of the Directors, may levy, in any Regular assessment period, a special assessment applicable to that calendar year. Any such Special Assessment may only be levied for:

(a) Capital Improvements. Any capital improvement that has been approved in accordance with this Declaration.

(b) Emergency Special Assessment. Any emergency maintenance or repair or other non-budgeted expense that this Declaration requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget, or unanticipated increases in the amounts budgeted).

The notice and Board meeting requirements for the levy of any Special Assessment shall be in accordance with the HOA Act.

Section 6. Assessment Due Dates. At least thirty (30) days prior to each annual assessment period, and in accordance with the requirements of the HOA Act, the Board of Directors shall prepare and adopt a budget for the estimated Operating Expenses and Road Reserves of the Association during the coming assessment period. Each Lot in the Community shall be responsible for an equal share of the total budgeted Annual Assessment. The aggregate amount of the assessments shall be set at a level which is reasonably expected to produce income for the Association equal to the total budgeted Operating Expenses, including Reserves and savings, if any are budgeted. The Board of Directors shall send a copy of the budget and notice the amount of the annual assessments for the following year to each Owner in accordance with the requirements of the HOA Act. At a membership meeting held prior to the start of the calendar year for which the budget is proposed, the Budget will be presented for approval by the membership. The budget will be adopted upon approval of a majority of the voting interests of the Association casting a vote in person or by proxy at a meeting at which a quorum is present (in person or by proxy). If the Board of Directors fails for any reason to propose a revised budget and/or if the membership fails to approve a proposed budget, for any year, then until such time as the budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. Any revised budget prepared and adopted by the Board of Directors shall become effective in accordance with the requirements of the HOA Act. The Board of Directors shall determine if annual and special assessments will be collected annually, quarterly or at some other interval and shall set due dates for assessment payments.

Section 7. Individual Assessments. In the event an Owner of any Lot shall fail to maintain the Lot and/or the improvements situated thereon in accordance with the terms and conditions of the Declaration and any promulgated Rules in a manner objectively satisfactory to the Board of Directors to a minimum standard of consistency with the general appearance of Windward at Bluewater, the Association, after approval by a majority of the Board of Directors and upon ten (10) days' notice, shall have the right, but not the obligation, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, and the lawn, landscaping, exterior of the structures and any other improvements erected thereon. The costs of such maintenance performed on behalf of the Lot Owner may be assessed to the Lot as an Individual Assessment for such expense; and said Individual Assessment shall be enforced in the same manner as provided for in Section 8 below. In addition, in the event any Owner causes any damage to the Common Areas, such Owner shall be responsible for his/her/its damage caused, and jointly and severally responsible with his/her/its Tenant(s) and household residents who cause damage, for the cost of any repairs required to correct such damage and the cost thereof may be assessed to the Lot Owner and/or the Tenant(s) as an Individual Assessment. Costs of repair or replacement to Common Areas, which costs are incurred in relation to damage caused by third-party business invitees such as contractors and vendors shall be collected, to the extent possible under the particular circumstances, only from the third-party guest or invitee, or, if applicable, from available insurance proceeds. Lot Owners may be held liable for damage caused by their family members or house guests if reimbursement from such persons is not practical or feasible.

Section 8. Effect of Nonpayment of Assessments and Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest thereon until the date such unpaid Assessments are paid at a rate to be set by the Board of Directors but in no event greater than the maximum percentage rate as may then be permitted under the laws of the State of Florida. The Association may bring an action at law or in equity against the

Owner personally obligated to pay the same, record and foreclose a lien against the property or seek injunctive relief. Interest, late fees, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. Each such Owner, by his acceptance of a deed to or other conveyance of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of each charge as a debt and to foreclose the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of said Owner's Lot. The Board of Directors may also suspend voting and use rights of any Owner of the Common Area in the event any amount of money owing to the association is delinquent ninety (90) days or more. Such suspensions shall be imposed in accordance with the procedural requirements of the HOA Act.

Section 9. Subordination of Lien to First Mortgages. The priority of the Association's lien and the obligation for payment of past due assessments or other sums due in relation to First Mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure shall be determined by the HOA Act. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior Owner from any personal liability for any unpaid Assessments or fines levied prior to said sale or transfer.

Section 10. Estoppel Certificates. The Association shall, upon request from an Owner or on behalf of an Owner, provide estoppel certificates in accordance with the requirements of the HOA Act.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. No improvement or alteration of any kind, including, but not limited to, a fence, exterior wall or other exterior addition, structure, or equipment (including but not limited to exterior paint, roofing, trees, antennas, awnings, walkways, driveways and shutters) shall be installed, modified, erected, replaced removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to, and approved in writing by a majority of the Board of Directors of the Association or by an Architectural Review Committee ("ARC") appointed by the Board. The Board or ARC, as applicable, shall approve proposals or plans and specifications submitted for approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Community and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements and is otherwise desirable. The Board or ARC may condition its approval of proposals and plans and specifications as deemed appropriate and may require submission of additional plans and specifications or other information prior to approving or disapproving submittals. The Board of Directors of the Association may also issue Architectural Guidelines, which shall be in the nature of Rules for the Association, setting forth procedures for the submission of plans and standards for approval. The Board of Directors of the Association may require such detail in plans and specifications

submitted for review as it deems proper, including, without limitation, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board or ARC, as applicable, of all required plans and specifications, the Board or ARC may postpone review of any plans submitted for approval. The Board of Directors of the Association shall have thirty (30) days after delivery of all required materials to approve or reject any such plans. If an Owner's plans are not approved within such 30-day period, said plans shall be deemed not approved; provided, however, if the Owner resubmits plans which are complete (to include any and all items and information reasonably requested by the Board or ARC) and the plans are still not approved 15 days thereafter, the plans shall be deemed approved. All changes and alterations shall be subject independently to compliance with all applicable governmental laws, codes, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls or fencing of any Home shall be further conditioned on compliance with County ordinances and any other applicable covenants and restrictions, and the obtaining of applicable governmental approvals if any.

Section 2. Minimum Square Footage for All Homes. (a) No one-story Home shall be erected or allowed to remain on any lot unless the enclosed heated or cooled area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 1800 square feet; (b) No one and one-half story Home, no split-level Homes and no two-story Homes shall be erected or allowed to remain on any Lot unless the heated or cooled area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 2200 square feet and further provided that the first floor thereof contain a minimum of 1200 square feet; and (c) No Lot clearing or construction of any kind including, but not limited to main structure, garages, fences or ancillary structures shall be permitted to commence or allowed to remain on any Lot until the plans, design, colors and location of said improvements on the Lot have been approved by the Board or ARC.

Section 3. Other Structures. The construction or placement of structures other than the Home with a garage shall not be permitted on any lot of the Community except as approved by the Board or ARC, if appointed, as to location, architectural design and exterior finishes. Examples of structures which may be permitted are: pet house (up to 25 square feet and not more than 5 feet high), storage shed or greenhouse (up to 100 square feet and not more than 10 feet high), outdoor fireplace or barbecue pit, pool house or screened enclosure, and swimming pools and mechanical installation in connection therewith. Any such ancillary structures permitted hereunder shall be attractively landscaped, constructed in a harmonious design with the main structure, in the sole opinion of the Board, and located in accordance with the setback limits described herein and not visible from the street. No ancillary structure shall be built or placed on a lot until the quality, style, color and design have been approved by the Board or ARC in the manner provided for herein.

Section 4. Setbacks. No building or any type or kind of permanent structure (except ARC approved fences, driveways and walkways) or any part of same, shall be erected, placed or allowed within the front, side or rear building setback lines which are hereby established for each lot as set forth on **Exhibit "D"** attached hereto and made a part hereof.

Section 5. Liability. No member of the Board of Directors of the Association or ARC shall be liable to any Owner or other person by reason of a mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any

plans submitted for architectural approval. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Association, the Association and its directors and committee members harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 6. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Where an Architectural Review Committee ("ARC") has been appointed by the Board, use of the term Board in this Article shall also mean the ARC, where such authority or duty/responsibility has been granted to the ARC by the Board.

(b) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval ("**Applicant**") shall give written notice of completion to the Board of Directors of the Association.

(c) The Board of Directors of the Association (or its duly authorized representative) may inspect such completed work. If, the Board of Directors of the Association finds that such work was not done in substantial compliance with the approved plans, it shall mail to the Applicant written notice of such noncompliance, specifying the particulars of noncompliance, and requiring the Applicant to remedy the same within a specified reasonable time.

(d) If for any reason the Board of Directors of the Association fails to notify the Applicant of any noncompliance within thirty (30) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

(e) If Owner has not removed or restored or commenced to remove or restore the unapproved proposed improvements within the period set forth in the notice of noncompliance, the Board shall have the right to correct the deficiency/non-conformance, or alternatively: (i) levy a fine in accordance with the procedures of this Declaration and the HOA Act, or (ii) seek injunctive relief to require the Owner to cease, remove or restore the unapproved proposed improvements. It is hereby declared that any violation of the requirements, set forth herein may not be adequately compensated by recovery of damages and, accordingly, the Board, on behalf of the Association, may seek an injunction to restrain a violation or breach or threatened violation or breach.

(f) All remedies set forth herein are cumulative. Except as provided in subpart (d), no delay, failure or omission on the part of the Board or the ARC in exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or a waiver of the right to enforce its rights, powers or remedies. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the ARC, the Board or any of its directors, the Association or any

owner on account of any failure to bring any action on account of any violation or breach of the provisions of this Declaration, Rules or Architectural Guidelines, if any.

(g) In all enforcement actions, the prevailing party shall be entitled to be reimbursed for its reasonable attorney's fees incurred in the preparation of a complaint and during the trial court proceedings, for the determination of reasonable attorneys' fees and on appeal and all taxable costs.

Section 7. Variances. Except with regard to Golf Course Lot setbacks and fence prohibitions, the Board of Directors of the Association may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, aesthetic, environmental or other practical considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Board of Directors of the Association. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Home, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental authority.

Section 8. Architectural Review Committee.

(a) Composition. The Architectural Review Committee ("ARC") may consist of one to three persons appointed by the Board. Member(s) of the ARC will serve at the pleasure of the Board and may be replaced at any time.

(b) Professional Advisor. The ARC may employ one or more architects or land planners to advise the ARC but is not required to do so. Each advisor may sit on the ARC as either a voting or nonvoting member, at the discretion of the Board and the advisor may be paid a reasonable fee derived from application fees or payable by the Association.

(c) Objectives. Architectural and design review shall focus on, but not be limited to, the following objectives.

(i) Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation which could cause disruption of natural water courses or scar natural land forms.

(ii) Ensuring that the location and configuration of the proposed improvements are visually harmonious with the terrain and do not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape.

(iii) Ensuring that the architectural design of proposed improvements and their materials and colors visually enhance the Community's overall appearance.

(iv) Ensuring the plans for landscaping provide visually pleasing settings for structures on the same lot and on adjoining or nearby lots, and blend harmoniously with the natural landscape.

ARTICLE VIII
USE RESTRICTIONS

Section 1. Residential Use. No Lot shall be used for any purpose other than for residential purposes. The occupancy of each Home shall be limited to the maximum number of persons allowable in accordance with Federal Regulations and local ordinances based on the size and configuration of the Home. No building shall be erected altered, placed or permitted to remain on any Lot other than a Home, related appurtenances, and other structures constructed in accordance with approval under Article VII above.

Section 2. Temporary Structures. No structure of a temporary character, trailer, basement, shack, barn, or other out-building shall be placed or used on any Lot. No such structures shall at any time exist on a Lot as a Home or appurtenance to such Home, either temporary or permanent. This provision is not intended to prohibit tents placed on a Lot temporarily and for no more than 24 hours, nor ancillary structures which comply with the limitations of Article VII, Section 3 of this Declaration.

Section 3. Offensive Activities or Conditions. No noxious or offensive activity shall be carried on upon any Lot or on the Common Areas, nor shall anything be done or permitted to exist thereon which may be or may become an annoyance or nuisance to residents in the Community, nor which affects the health, safety or welfare of the Owners or occupants of the Property. Such occurrences may be addressed with fines or legal action, in the Board's reasonable discretion.

Section 4. Animals. No animals of any kind, including but not limited to livestock, swine, poultry, reptiles or insects, shall be kept, maintained, or bred on any Lot or elsewhere within the Property, except for fish or turtles in an aquarium and birds in cages maintained in the interior of the Home and domestic dogs (other than dogs which in the reasonable determination of the Board of Directors or under applicable codes or regulations are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) and domestic cats (hereinafter "Pets"), shall be permitted to be kept in a Home or Lot, provided such Pets are not kept, bred or raised for commercial purposes. No more than a combined total of four (4) dogs and cats may be kept on a Lot. Notwithstanding the foregoing, Pets permitted by this Section may be kept on a Lot only so long as such Pets do not constitute a nuisance. The Board of Directors shall specifically have the power to require the removal and relocation of any unauthorized animal and any Pet that is a nuisance, or which has harmed, or which presents a threat of harm, to residents and others in the Community. Each person bringing or keeping an animal within the Property shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused by any animal brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after Pets which have deposited droppings on the streets, another Owner's Lot or any portion of the Common Area. Pets belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the Pet when outside the Home. No Pets shall be "tied out" in a yard or on a porch or patio, or left unattended outside in a fenced area for any

extended period of time. Outdoor kennels, cages and dog runs are not permitted on any Lot. The Board of Directors shall have the right to promulgate reasonable Rules and/or prohibitions relating to Pets and animals on the Beach Parcel and may prohibit and restrict or require removal of any animals determined by the Board or applicable codes or regulations to constitute a nuisance or danger to the Community. Notwithstanding anything to the contrary contained herein, all restrictions in this Section are subject to the any applicable provision of the Fair Housing Act.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot, except:

- (a) one sign per Lot advertising the property for sale; and
- (b) school/student spirit signs (one per student in the Home displayed at any given time); and
- (c) signs supporting candidates for elections placed on the Lot no more than 4 weeks prior to the election and removed within 48 hours after the election; and
- (d) holiday signs in the nature of a decoration; and
- (e) a contractor sign regarding Home security services in accordance with the HOA Act.

No sign shall exceed 2 feet x 2 feet in size absent approval for a variance exception where warranted in the opinion of the Board. Permitted signs must be placed in the ground on the Lot; no signs other than house numbers may be posted on a Home or in a window of a Home which faces the street. The Board may require the immediate removal of objectively offensive signage.

Section 6. Motorist's Vision to Remain Unobstructed. No structure or planting (including but not limited to a fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial) shall be placed permitted to remain on any Lot if the location of same will obstruct the vision of the motorists upon Community's streets. In the event of harm to persons or property claimed to have been caused in whole or in part by a structure or planting on a Lot in violation of this provision, the Owner of the Lot shall indemnify, defend and hold the Association harmless for any alleged damages, excepting those caused by negligence attributed to the Association.

Section 7. Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the street, except when placed streetside for a reasonable time prior to and after scheduled trash collection.

Section 8. Storage of Property. No garments, rugs, towels, or blankets or any other materials may be hung, exposed or displayed from the windows or from the front facade of any Home. Further, unless otherwise specifically prohibited by applicable local, State or Federal law, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home. All personal property of Owners or other

occupants shall be stored inside; provided, however, patio furniture or other personal property which is specifically for the use and enjoyment of designated outdoor areas of the Home shall be permitted.

Section 9. Recreation Equipment. One basketball hoop, maintained and repaired in good condition, shall be permitted in the driveway of a Lot. All other recreation and play equipment, such as swings, trampolines, volleyball nets, and the like are prohibited from the front yard or driveways of Homes except on a temporary basis **during use of same**. Recreation equipment is not permitted in the street.

Section 10. Well Limitation; Water Supply. No artesian wells may be drilled or maintained on any Lot. A central water supply stem owned and operated by Okaloosa County or its successors or assigns is provided for the service of the Property and shall be used as the sole source of water for all water spigots and outlets located with all buildings and improvements located on each Lot, and each Owner at his or her expense shall connect his or her water lines to the water distribution main provided to serve the Lot. After such connection, each Lot owner shall pay when due the periodic charges or rates for the furnishing of water made by the supplier thereof. An Owner may provide an individual water supply system from a shallow well on his or her Lot provided that said system is used solely to supply water for an air-conditioning or heating installation, irrigation purposes, swimming pools or other exterior uses.

Section 11. Sewage Disposal. Each owner of a lot, at his expense, shall connect his sewage disposal line to the sewage collection line provided to serve that owner's building lot so as to comply with the requirements of such sewage collection and disposal service. After such connection and payment of sewer connection charges (if any), each property owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service. No septic tank or other private sewage disposal unit shall be installed or maintained on any land in the Community and no sewage shall be discharged into the open grounds or into any river, marsh, pond, park, ravine, drainage ditch or canal access way.

Section 12. Parking/Vehicles/Towing.

(a) Parking in the Community is limited to designated driveways, garages and guest parking spaces. There shall be no parking on the grass nor on the street overnight. An Owner and their guests may park in the Home's garage or in the driveway on the Lot. Temporary parking on streets may be permitted and regulated by the Association's Rules. Neutral color car covers which are fitted and specifically manufactured as car covers are permitted to be kept on operational cars parked in driveways. License tags on all vehicles parked or kept outside of a garage on a Lot must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than forty-eight (48) hours, except inside of the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks outside of an enclosed garage.

(b) Any trailer, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage, except that such may be temporarily parked in a driveway for 48 hours to allow for loading, unloading, cleaning and minor repairs in connection with use of same. No vehicle shall be used as a domicile or residence either temporarily or permanently.

(c) Vehicles used for commercial purposes ("Commercial Vehicles") are not permitted to be kept on a Lot except inside a garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours. The term Commercial Vehicles includes trucks and equipment, trailers or other vehicles which are used, or which are ordinarily intended to be used for commercial purposes or which contain equipment or materials regularly used in a trade or business. No vehicles displaying commercial advertising shall be parked within the public view except those of visiting contractors servicing or making repairs to a Lot or Home and this provision is specifically intended to preclude any Lot Owner from parking their personal Commercial Vehicle or that used for employment in public view. Automobiles issued by the County or other governmental entity (i.e., police cars), shall not be deemed to be a Commercial Vehicle and may be parked in the garage or driveway of the Lot.

(d) Subject to applicable Florida towing law and any applicable ordinances, for any vehicle parked in the street in violation of the restrictions contained herein or the Rules, the Association is authorized to order the towing of the vehicle (at said vehicle owner's expense). Such towing may be ordered if a vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle, or one (1) hour after notice is hand-delivered to the owner of the vehicle. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Common Area streets in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted or delivered shall be conclusive evidence of proper posting.

(e) Owners and operators of low-speed vehicles in the Community, as defined by §316.01(41), Florida Statutes, shall comply with §316.2122, Florida Statutes and any other applicable governmental regulation as well as these covenants and Association Rules. Upon application by a Lot Owner and issuance of a permit and sticker from the Association, compliant low-speed vehicles may be temporarily parked in Common Area parking locations and as may be further regulated by the Board of Directors. Low-speed vehicles are not permitted on any grassed or unpaved area within the Community. Operators of low-speed vehicles shall obey all traffic signs and laws, yield to pedestrians and move to the far-right side of the street when approached from behind by a motor vehicle, to allow its safe passage. Low-speed vehicles must be in good working order and equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers. Under no circumstances may anything be pulled or towed behind a low-speed vehicle when in use, and the number of passengers is restricted to the specifications of the vehicle manufacturer. All passengers must be seated inside the low-speed vehicle while it is in motion. Owners shall maintain liability insurance for their low-speed vehicle, and shall provide proof of such insurance to the Association upon request. Owners and/or operators will be held personally liable for injuries and damage caused to persons or property associated with the use of a low-speed vehicle within the Community. Operators of low-speed vehicles must have a valid state issued driver's license. A violation of any of the provisions of this paragraph or Association Rules governing use of low-speed vehicles in the Community may result in suspension or revocation of low-speed vehicle use rights.

Section 13. Garages. The improvements on a Lot must include a garage which shall have a capacity for at least two automobiles. No carports shall be built on any Lot. No garage may be improved or used for purposes of a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors or ARC of the Association in accordance with Article VII). No garage may be used for the operation of a business (other than a home business) or for any commercial purpose of any kind.

Section 14. Window Coverings. No external window coverings, reflective window coverings or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any windows of any Home without the prior written approval of the Board of Directors of the Association. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or Tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC.

Section 15. Window Air Conditioners. Air conditioner units placed in widows or walls are prohibited unless located in the rear or side of a home and not visible from the street. Notwithstanding the foregoing, Mini Split air conditioning units are permitted.

Section 16. Flags and Banners. No flags or banners other than a Flag permitted by Chapter 720.304, Florida Statutes, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Association, will be permitted. The temporary display of sports/team flags and banners, for no more than 48 hours at a time and no more than five (5) times a month, is permitted.

Section 17. Reconstruction. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with this Declaration within six (6) month of the date of the loss, or within such additional time as needed to secure appropriate contractors to perform the work with the exercise of due diligence. Insurance disputes shall not, absent extraordinary circumstances, be justification for an extended period for reconstruction. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the Board or as applicable, the ARC.

Section 18. Business Activity. Except for normal construction activity, and the sale, and re-sale of a Home, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not disrupt the residential nature of the Community unless the Board provides otherwise in the Rules. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community without the prior written consent of the Board. No daycare

center, childcare facility, assisted living facility or halfway house may be operated out of a Home, unless restriction of such would be contrary to applicable law.

Section 19. Telecommunications. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the Board or ARC, but subject to the reasonableness requirements of the FCC's Over-the-Air Reception Devices Rule ("OTARD") regarding the installation, maintenance, or use of antennas used to receive video programming. The ARC may require, among other things, that such improvements be screened or placed to minimize visibility from adjacent Homes or from the Common Areas, while not materially impacting reception. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then-current rules of the FCC.

Section 20. Fences. Fences or walls may not be built or maintained on any portion of any lot except on the rear or interior side lot lines and no closer to the front of the lot than the front side corners of any permanent structures. No fence or wall shall be erected higher than six (6) feet from the normal surface of the ground. Fences must be of uniform design and the sides facing away from the lot must be finished. No fence or wall shall be erected until the location, quality, style, color and design shall have been first approved by the Board or ARC, if appointed, in the manner provided for herein. Any such fence constructed without said approval shall at the request of the Board be immediately removed at the cost of the Owner of the Lot. If said Owner does not cause the removal of the fence within ten days after receipt of written notice the Board may contract for and have the fence removed. The cost of such removal shall be an Individual Assessment. There shall be no fence or wall erected to the rear of the Home on any Lot that abuts golf course property or the lake without the consent of the owner and any lessee of the golf course property.

Section 21. Storm Protection. Hurricane/storm shutters or other storm protective materials/devices visible from outside a Home may not be deployed or placed so as to cover windows or doors other than in relation to a storm event, nor prior to a declared state of emergency by the state or other governmental agency. Unless impracticable due to storm damage or access issues, all such hurricane shutters or other protective materials/devices shall be removed or retracted, as applicable, within seventy-two (72) hours after the end of a storm event, or as the Board or ARC may determine otherwise.

Section 22. Use Of Golf Course and Lakes. For so long as the fairways, tees, greens, and roughs adjacent to the Property are reserved for the exclusive use of golfers, no Lot Owner or occupant shall start play without adhering to registration and other requirements of the owner or lessee of the golf course property. Pets shall not be allowed access to any portion of the golf course or be allowed in any lake or pond contained within the Community.

ARTICLE IX
EASEMENTS

Section 1. Public Services. Easements are reserved over each Lot and the Common Areas for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

Section 2. Utilities. Easements for ingress and egress and for the installation and maintenance of all irrigation lines, utilities, surface water management and drainage facilities, landscaping, irrigation, fencing, signage, and street lighting are reserved on and over each Lot and the Common Areas in favor of the Association and other entities with maintenance responsibilities related to the same. Such easements as depicted on the Plats or otherwise as described and authorized herein are reserved for their intended purpose and shall not be removed by subsequent Owners. The right is also reserved to the Association to unilaterally create additional utility easements by separate instrument as may be required from time to time.

Section 3. Common Area Maintenance. An easement is reserved over the Property, including each Lot, in favor of the Association for maintenance of the Common Area and to allow the Association to fulfill any and all of its maintenance and enforcement obligations hereunder.

Section 4. Easements of Record. The Common Areas and Lots shall be subject to all lawful easements and rights in the nature of easements of record in Okaloosa County public records and/or pertaining to any portion of the Property as a matter of law.

Section 5. Drainage. The Association shall have the responsibility to maintain all Common Area drainage easements, drainage facilities and drainage pipes and equipment as an Operating Expense. Owners shall not alter drainage swales located on their Lots, nor improve or alter their Lot in such a manner as to create an unreasonable increase in stormwater flow onto a neighboring Lot. Notwithstanding the foregoing, the Association shall not be obligated to seek redress in a court of law or otherwise on behalf of the affected Lot Owner(s) in the event of an Owner's violation of this Section. Affected Lot Owner(s) may pursue legal action or other remedial action by any legal means available.

Section 6. Easement Over Lots for Use by Golfers. Each Owner of a Lot abutting the Golf Course grants an easement to each person registered to play golf on the Golf Course for the purpose of hitting golf balls over and on to such lot, and walking on said lot to recover golf balls thereon so long as destruction of property does not occur.

Section 7. Right of Entry - Emergency. In the event of any emergency which might reasonably result in damage to any Lot or the improvements located thereon, the Association shall have the right to enter any Lot as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof. Any such entrance by the Association shall not be deemed to be a trespass upon such Lot.

ARTICLE X
COVENANTS FOR MAINTENANCE

Section 1. Maintenance of Homes. Each Lot Owner shall be responsible for maintaining, repairing, and replacing the exterior of the Home and all other improvements situated on the Lot and visible from the exterior in a clean, sanitary, neat, safe and orderly condition. Further, the Lot Owner shall be responsible for maintenance, repair or replacement of walls, roofs, windows, patio screens, screened enclosures, doors, framing and casing, gutters, downspouts and skylights, and maintenance, repair and replacement of equipment related to such improvements, including, but not limited to fixtures and equipment related to such improvements, including, but not limited to any air-conditioning or water softening fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees. The Lot Owner shall also maintain, repair and replace the Lot's mailbox as appropriate for mailbox standards within the Community. The Lot Owner shall obtain the written consent of the Association prior to making any modifications requiring approval under Article VII hereof.

Section 2. Lawn and Landscape Maintenance. It shall be the duty of each Owner to perform or cause to be performed regular and routine lawn and landscape maintenance, weed control and regularly cut the grass located on the Lot Owner's Lot at the Owners' expense. Grass lawns shall be maintained at a height of no more than six (6) inches. The Lot Owner shall promptly replace any grass that has died or otherwise requires replacement. The landscaping installed anywhere on a lot and especially on the street frontage shall not impede the designed flow of stormwater along the drainage swale located on the lot or in the street right-of-way. In the event an Owner fails to adequately maintain the lawn and landscaping on their Lot, after receipt of reasonable notice and the opportunity to do the required maintenance, the Association shall have the right to retain a contractor to enter upon the Lot and perform necessary lawn or landscape maintenance or cut the grass.

Section 3. Trees. No tree on a Lot, with a trunk measuring six (6) inches in diameter or more, may be removed absent prior application to and written approval of the ARC. Removal of trees in violation of this provision may result in a fine for each tree removed.

Section 4. Remedy for Noncompliance. If the Association, through its Board of Directors, determines that any Owner has failed to maintain any part of his/her Lot, including improvements, in good order and repair, free from debris and unsightliness, the Association, by a majority vote of the Board and twenty (20) days after written notice to Owner, shall have the right without liability for trespass or otherwise, to enter upon such Lot to correct, repair, restore, paint, maintain and clean up any part of the Lot and to have any objectionable items removed. All costs related to such action shall be assessed to the Owner as an Individual Assessment inclusive of a fifteen percent (15%) administrative fee. The remedy provided hereunder is not exclusive. The Association may levy fines and or seek equitable and other relief in the courts.

Section 5. Irrigation. The Association shall maintain the irrigation system for the Community Common Areas and within any landscape easements or buffers. It shall be the duty of each Owner to maintain any irrigation line, sprinkler heads, timers or other equipment located on and servicing a Lot at the Owners' expense, it being hereby acknowledged that not all Lots within the Community may be serviced by Lot irrigation lines. Further, each Lot Owner

shall be responsible for any costs related to the repair and/or replacement necessary as a result of any damage done to the irrigation system servicing the Common Area or within a landscape easement or buffer caused by the Owner, any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner, subject to Article VI, Section 7 of this Declaration. Each Owner acknowledges that due to water quality, irrigation systems may cause staining on Homes, other structures, or paved areas.

Section 6. Landscaping. The Association shall be responsible for the maintenance of landscaping within Common Areas only. Such maintenance shall include routine trimming, weeding and pruning of the landscaping. The Association is hereby granted an easement over and across an Owner's Lot as necessary for the purpose of maintaining Common Area landscaping in accordance herewith.

ARTICLE XI

LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing and reviewed by the Association, through its Board of Directors, prior to the effective date of the lease. The lease shall provide that the Tenant shall abide by the Declaration, the Articles of Incorporation, Bylaws of the Association and Rules, if any. No building situated on any Lot shall be rented or leased separately from the rental or lease of the entire property, nor shall any property be used or leased for other than a single-family Home. **Any Owner who leases his or her residential property shall, at least ten (10) days prior to the commencement of the lease, provide to the Association the contact information, including the name, telephone number, and electronic mail address, for a Tenant designated as the person to be contacted in the event of an emergency or covenant or Rule violation.** No duplex Home or garage apartment shall be erected or placed or permitted for occupancy and no building shall be altered or converted in a duplex Home or garage apartment. **There shall be no lease or rental of a Home or any portion of a Home for a period of less than six (6) months.** The Owner will be jointly and severally liable with the Tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence or willful conduct of the Tenant. The Board of Directors may require that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars be deposited in escrow with the Association as a security deposit for the purpose of covering the cost of any damage to the Common Areas or other portions of the Property resulting from acts or omissions of Tenants (as determined in the sole discretion of the Board). The number of occupants of a Home under a lease shall be no more than two (2) persons per bedroom, plus two (2) persons. In renting a Home, the Owner hereby agrees to and is responsible for removal, at the Owner's sole expense, by legal means including eviction, his or her Tenant should the Tenant refuse or fail to abide by and adhere to this Declaration, the Rules and any other policies adopted by Association. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas, excepting ingress and egress to the Home over the streets. If a Lot or Home is occupied by a Tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the Tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the Tenant or until the Tenant discontinues tenancy, in accordance with the terms of Florida law.

ARTICLE XII
INSURANCE AND HAZARD LOSSES

Section 1. Authority. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall utilize its best efforts to obtain insurance, if available at commercially reasonable rates, for all insurable improvements on the Common Areas, and shall obtain other insurance as described below:

Section 2. Named Insured. All insurance policies upon the Common Areas and the Association Property purchased by the Association shall be placed in a single agency or company, if possible, licensed by the State of Florida. The named insured shall be the Association. The Board of Directors has the authority to use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable or may be cost-prohibitive.

Section 3. Coverages. The Association shall use its best efforts to obtain and maintain insurance covering the following:

(a) Casualty. The Common Areas, inclusive of the streets and including any structures, fixtures, installations or additions comprising that part of the Common Areas to be insured under the Association's policy(ies) and such improvements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Areas or owned by the Association (collectively the "Insured Property"), shall be in an amount not less than 100% of the full insurance replacement value thereof. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(b) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(c) Such Other Risk as from time to time are customarily covered with respect to the Common Areas and improvements similar to the Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(d) Flood Insurance. If any part of the Common Areas or Association Property is in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, the Association may maintain, but unless required by governmental requirements may forego, a policy of flood insurance.

(e) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering the Common Areas and the Association Property and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time.

(f) Liability Insurance. If the policy does not include "severability of interest" in its terms, a specific endorsement must be obtained to preclude the insurer's

denial of an Owner's claim because of negligent acts of the Association or of other Owners.

(g) Workmen's Compensation Insurance. The Association shall obtain workmen's compensation insurance in order to meet the requirements of the law, as necessary.

(h) Directors and Officers Liability Insurance. The Association shall obtain directors' and officers' liability insurance providing such coverage as the Board of Directors of the Association may determine from time to time.

(i) Fidelity Bond/Theft Insurance. In accordance with the HOA Act, the Association shall obtain insurance or a fidelity bond for all persons who control or disburse funds of the Association, with coverage in the amount of the maximum funds that will be in the custody of the association or its management at any one time.

(j) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

Section 4. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Article shall be assessed against and collected from Members as part of the Annual Assessments.

Section 5. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon payment of claims.

ARTICLE XIII **GENERAL PROVISIONS**

Section 1. Covenants Run with the Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Restrictions, Conditions and Easements, and (b) the Articles of Incorporation and Bylaws of the Association. The Association shall be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Association or any Lot Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien, or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of not less than thirty (30) years from the date this Declaration is recorded, after which time said covenants, as amended from time to time, shall renew or be extended for successive periods in accordance with Florida Statutes, Chapters 720 and 712, as amended from time to time.

Section 5. Declaration Amendment. The covenants and restrictions of this Declaration may be amended by an affirmative vote of not less than two-thirds (2/3) of the total voting interests of the membership present in person or by proxy at a duly noticed meeting for the purpose of voting on such amendment, at which there is a quorum. Any amendment will be effective upon recording in the public records of Okaloosa County.

Section 6. Remedies for Violations. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association but consistently imposed for violations of a similar nature, a fine or fines may be imposed upon an Owner and/or a Tenant for the failure of an Owner, his family members or other occupants of the Home, Tenants, and guests to comply with any covenant, restriction, or Rule, provided the following procedures are adhered to:

(a) Notice: Upon the Board approving a fine, notice shall be mailed certified, return receipt, to the Owner, and Tenant if applicable, of the alleged infraction or infractions. Included in the notice shall be the date and time of a meeting of an appointed committee ("Fine Committee") of the Association seated for the purpose of hearing such violation matters, at which time the Owner (and/or Tenant as applicable) may present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such hearing date shall be given. If the Board is notified that the date of the hearing conflicts with the Owner or Tenant's availability to attend, the Board shall postpone the hearing date for a reasonable period of time to accommodate the Owner's attendance. In the discretion of the Board, such hearings may be conducted in person or via a virtual platform such as Zoom, Teams or the like.

(b) Hearing: If the involved Owner or Tenant appears for the scheduled hearing before the Fine Committee, the alleged non-compliance shall be presented to the committee, after which the Owner (and/or Tenant as applicable) shall have the opportunity to present documents, photographs and/or reasons why a fine should not be imposed. The Fine Committee shall either approve or disapprove the fine.

(c) Notice of Decision. A written decision of the Fine Committee shall be mailed to the Owner, and Tenant if applicable, not later than seven (7) days after the committee's Hearing.

(d) Amounts: If the Fine Committee's findings are for approval of imposition of the fine(s) the following shall apply:

(1) First non-compliance or violation of a continuing nature: a fine not in the excess of One Hundred and No/100 (\$100.00) Dollars per day not to exceed One Thousand and No/100 (\$1,000.00) Dollars in the aggregate.

(2) Second non-compliance or violations which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day not to exceed Five Thousand and No/100 (\$5,000.00) Dollars in the aggregate.

(e) Payment. Fines shall be paid not later than fourteen (14) days after receipt of notice of the committee's approval of the fine, or within such additional time as determined by the Board.

(f) Collection. In addition to a suit for damages for which the prevailing party will be entitled to attorney's fees and costs, a lien on the Lot for a fine or fines totaling at least \$1,000.00 may be recorded and foreclosed in the same manner as an Assessment, if not timely paid.

(g) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

(h) Non-Exclusive Remedies. The remedy of fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise entitled under the HOA Act, Chapter 617, Florida Statutes, this Declaration and any other legal means available regarding covenant and Rule violations.

Section 7. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions, and covenants in this Declaration, or in the Articles, Bylaws or Rules, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles, Bylaws or Rules.

Section 8. Instruments Governing Common Areas, Lots and Owners of Lots. This Declaration and the Articles, Bylaws and Rules, and any lawful amendments thereto, shall govern the Community Property and the rights, duties, and responsibilities of the Owners of Lots.

Section 9. Agreements for Professional Management. The term for any agreement for professional management services for the Association may not exceed three (3) years. Any such agreement must allow for the termination by either party without a cause, but in such an event, shall provide for at least for thirty days' (30) prior written notice. Termination for cause of such contracts is not subject to this 30-day notice requirement.

Section 10. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to make the Property safer than it otherwise might be. Neither the Association nor any Board or committee member shall in any way be considered insurers or guarantors of security within the Community, nor shall any of

them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, video camera, gate, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Property, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its Tenants and all occupants of their Homes that the Association, its Board of Directors and committees, and are not insurers and that each person using the Property assumes all risks of personal injury and loss or damage to property, including Homes and the contents of Homes, resulting from acts of third parties.

Section 11. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the address of the Home situated upon the Lot, unless otherwise required by the HOA Act. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Association mailed or delivered to the address of the Association as it may be designated from time to time with the state of Florida, Division of Corporations. Notices may alternatively be transmitted to owners electronically for those Owners who provide written notice to the Association of such election, in accordance with the HOA Act.

Section 12. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 13. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles, the Bylaws, and the Rules, the provisions of this Declaration, the Articles, the Bylaws and the Rules shall control in that order.

Section 14. Captions. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration.

Section 15. Limitation Of Liability of Association. Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any Rules of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, state of Florida, the County and/or any other jurisdiction or the prevention of tortious activities; and

(c) Any provisions of the Association Documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

(d) Each Owner (by virtue of his acceptance of title to his Home) and each other person having an interest in or lien upon, or making use of any portion of the Property (by virtue of accepting such interest or making such uses) shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

(e) As used in this section, "Association" shall include within its meaning all of the Association's directors, officers, committee and Board members and the association manager.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, WINDWARD PROPERTY OWNERS ASSOCIATION, INC. has executed this Amended and Restated Declaration, this 21st day of April, 2023.

Signed, sealed and delivered
in the presence of:

WINDWARD PROPERTY OWNERS
ASSOCIATION, INC.

[Signature]
Name: TORALD

By: [Signature]
Name: Anna Marie Hammond
Title: President

[Signature]
Name: Anne IZZO

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me **by means of** **physical presence** or **online notarization** this 21st day of April, 2023, by Anna Marie Hammond as President and on behalf of Windward Property Owners Association, Inc. He/She is personally known to me or has produced as identification FL Drivers License.

My Commission Expires 2026



KIMBERLY SMITH
Commission # HH 301442
Expires November 13, 2026

[Signature]
Name: Kimberly Smith
Notary Public, State of Florida at Large

EXHIBIT "A"
PROPERTY

All of the real property as described on the Plat of WINDWARD PHASE I AT BLUEWATER BAY, according to the plat thereof, as recorded in the public records of Okaloosa County at Plat Book 9, Page 56)(" **Phase I Plat**"); and

All of the real property as described on the Plat of WINDWARD PHASE II AT BLUEWATER BAY, according to the plat thereof, as recorded in Plat Book 9, Page 59) (" **Phase II Plat**"); and

All of the real property as described on the Plat of WINDWARD PHASE III, according to the plat thereof, as recorded in the public records of Okaloosa County at Plat Book 11, Page 23)(" **Phase III Plat**"); and

All of the real property as described on the Plat of WINDWARD PHASE IV, inclusive of the Common Area Private Beach, according to the plat thereof, as recorded in the public records of Okaloosa County at Plat Book 11, Page 54)(" **Phase IV Plat**"); and

All of the real property as described on the Plat of WINDWARD PHASE V, according to the plat thereof, as recorded in the public records of Okaloosa County at Plat Book 11, Page 55 (" **Phase V Plat**").

EXHIBIT "B"
AMENDED AND RESTATED ARTICLES

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION FOR**

**WINDWARD PROPERTY OWNERS ASSOCIATION, INC.
(A CORPORATION NOT-FOR-PROFIT)**

**[SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION-
SEE CURRENT ARTICLES OF INCORPORATION FOR PRESENT TEXT.]**

These are the Amended and Restated Articles of Incorporation of Windward Property Owners Association, Inc. ("Association"), originally filed with the Florida Department of State on December 4, 1986, assigned Document Number N18076. Amendments included have been added pursuant to Chapter 617, Florida Statutes.

ARTICLE I- NAME

The name of the corporation is Windward Property Owners Association, Inc., a Florida corporation not-for-profit (the "Association").

ARTICLE II- DEFINITIONS

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Amended and Restated Covenants and Restrictions of Windward at Bluewater (the "Declaration") recorded, or to be recorded, among the Public Records of Okaloosa County, Florida and shall have the same meaning or definition ascribed thereto in the Declaration.

ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The principal place of business and mailing address of the corporation shall be 4516 Highway 20 East #102 Niceville, FL 32578.

ARTICLE IV- PURPOSE(S)

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable, to Chapter 720, as amended from time to time ("HOA Act") of the laws of the State of Florida. The Association is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable to Chapter 720 of the laws of the State of Florida. The purposes for which the corporation is organized are to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas and improvements thereon; (ii) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the interests of the Association and Lot Owners.

ARTICLE V - GENERAL POWERS

The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws and the Declaration including, without limitation, the following:

Section 1. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in these Articles of Incorporation.

Section 2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

Section 3. To delegate power or powers where such is deemed in the interest of the Association.

Section 4. To levy Assessments and other charges on Lots, collect such Assessments and other charges from Lot Owner Members, and to use the proceeds thereof in the exercise of its powers and duties.

Section 5. To pay taxes and other charges, if any, on or against the the Common Areas.

Section 6. To have all express powers conferred upon the Association by these Articles, the Declaration, Bylaws and Chapter 720, Florida Statutes, and to have all powers conferred upon a corporation by the laws of the State of Florida, including Chapter 617, Florida Statutes, except as prohibited herein.

Section 7. To engage in activities which will actively foster, promote and advance the common interests of all Owners of any portion of the Property, including contracting for services to be provided to the Association.

Section 8. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all Owners of any portion of the Property, except as otherwise expressly limited or prohibited in these Articles, the Declaration, the Bylaws or the HOA Act.

Section 9. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws.

Section 10. To sue and be sued, and to enforce by legal means the provisions of the HOA Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and the policies of the Association.

Section 11. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

Section 12. To contract for services for the operation, maintenance, and management of Common Areas and as applicable under the Declaration authorities and discretion afforded, portions of the Lots in instances where Lots Owners have failed in their maintenance or repair duties.

Section 13. To contract for the management of the Association and to delegate to the party or parties with whom such contract has been entered into certain powers and duties of the Association commonly so delegated, excepting those which require specific approval of the Board of Directors or the membership of the Association.

ARTICLE VI- MANNER OF ELECTION OF DIRECTORS

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

ARTICLE VII – MEMBERS AND DIRECTORS

Section 1. Every Owner of a Lot shall be a Member of the Association and subject the terms and conditions of the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. All of the duties and powers of the Association existing under the HOA Act, the Declaration, these Articles, the Bylaws and the Rules (all as amended from time to time) shall be exercised by the Board of Directors or such committees to which authority is given by the Board or pursuant to the HOA Act or the Governing Documents of the Association, subject only to approval by Members when such approval is specifically required.

Section 3. The term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, with the other elected Directors to serve for a term of one (1) year. Elections shall be by plurality votes. All Directors shall hold office until the election of new directors at the next annual meeting or resignation of said Director. Each year thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

ARTICLE VIII - OFFICERS

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President: Anna Marie Hammond
Vice President: Wendy Wilson
Treasurer: Charles Danick

ARTICLE X - REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

The street and mailing address of the Corporation's registered office is 4410 Highway 20 East #102 Niceville, FL 32578, and the Registered Agent is High 4 Management, Inc.

ARTICLE XI- CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE XII- AMENDMENTS TO ARTICLES OF INCORPORATION

Amendment of these Articles requires the approval of at least two-thirds (2/3) of the membership voting interests present in person or by proxy at a membership meeting at which there is a quorum. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the By-laws of this Association may not be amended except as provided in the Bylaws.

ARTICLE XIII- INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. **Indemnity.** The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he/she is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed

to act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

Section 2. **Defense.** To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1 above, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him/her in connection therewith.

Section 3. **Advances.** Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized by this Article XIV.

Section 4. **Miscellaneous.** The indemnification provided by this Article XIV shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

ARTICLE XIV- TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

Section 1. Any financial or familial interest of an Officer or Director in any contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or Officers are directors or officers, or have a financial interest, shall be disclosed, and further shall not be voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Section 2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction, but must abstain from voting on the issue.

ARTICLE XV - DISSOLUTION

The Association may be dissolved if eighty percent of the total voting interests of the Association vote at a duly held meeting of the Members in favor of dissolution. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets 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 nonprofit corporation, association, trust or other organization to be devoted to such similar purposes, or as otherwise determined by the Articles of Dissolution approved by the Membership.

ARTICLE XVI- INCORPORATOR

The names and addresses of the original Incorporators are:

Carolyn T. McMullen 1950 Bluewater Blvd, Niceville, FL 32578
Judy E. Cannon 1950 Bluewater Blvd, Niceville, FL 32578
Jimmie E. Boisjolie 1950 Bluewater Blvd, Niceville, FL 32578

IN WITNESS WHEREOF, the undersigned officer of the Windward Property Owners Association, Inc., a Florida corporation not-for-profit, does hereby certify that the foregoing Amended and Restated Articles of Incorporation was duly proposed and approved by a majority of the Board of Directors and by at least 60% of the voting Members in accordance with the Association's governing documents and Florida law.

Executed this 21st day of April, 2023.

WINDWARD PROPERTY OWNERS
ASSOCIATION, INC.

By: *Anna Marie Hammond*
Anna Marie Hammond, President

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of physical presence or [] by online notarization, this 21st day of April, 2023, by Anna Marie Hammond as President of Windward Property Owners Association, Inc, a Florida corporation not-for-profit. ~~He~~ She is [] personally known to me or has produced FL Drivers License as identification.



KIMBERLY SMITH
Commission # HH 301442
Expires November 13, 2026

Kimberly Smith
Notary Public Signature

Kimberly Smith
Notary Name [Printed/Typed/Handwritten]
State of Florida
Commission Expires: November 13, 2026

REGISTERED AGENT

The undersigned hereby accepts appointment as Registered Agent of Windward Property Owners Association, Inc., a Florida corporation not-for-profit this 24 day of April, 2023.

HIGH 4 MANAGEMENT, INC.


By: 
Name: Toni High
Its: President

EXHIBIT "C"
AMENDED AND RESTATED BYLAWS

**AMENDED AND RESTATED BYLAWS OF
WINDWARD PROPERTY OWNERS ASSOCIATION, INC.
(a corporation not-for-profit)
under the laws of the State of Florida**

**[SUBSTANTIAL REWORDING. SEE FIRST AMENDED AND RESTATED
BYLAWS FOR PRESENT TEXT.]**

1. Identity. These are the Amended and Restated Bylaws of **Windward Property Owners Association, Inc.** (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida and organized for the purpose of administering the Community known as Windward at Bluewater, Florida (the "Property"). These Amended and Restated Bylaws replace in their entirety and supersede the First Amended and Restated Bylaws of Windward Property Owners Association, Inc., recorded on June 17, 2008, at Official Records Book 2846, Page 2913, et seq. of the Public Records of Okaloosa County, Florida.
 - 1.1 Principal Office. The principal office of the Association shall be at 4516 Highway 20 East, #102, Niceville, Florida 32578, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.
 - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
 - 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.
2. Definitions. For convenience, these Amended and Restated Bylaws shall be referred to as the "**Bylaws**" and the Amended and Restated Articles of Incorporation of the Association as the "**Articles**." The other terms used in these Amended and Restated Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants and Restrictions of Windward at Bluewater (the "**Declaration**"), unless herein provided to the contrary, or unless the context otherwise requires.
3. Members. The Members of the Association shall be as specified in the Articles and Declaration.
 - 3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during September, October, or November. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, adopt a budget and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.
 - 3.2 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings and may be called by the President or by a majority of the Board. A special meeting must be called by the President or

Secretary upon receipt of a written request from a majority of the Members of the Association, and may be called upon approval of a majority of the Board. The business conducted at a special meeting shall be limited to the purposes stated in the notice of the meeting. Special and Annual Meetings may, in the discretion of the Board, be held by telephonic or video-conferencing means that will allow Members the ability to participate and communicate adequately with each other during the meeting. Such telephonic or video-conferencing participation may be counted as physical presence for quorum and other purposes with reasonable pre-meeting measures taken to confirm the eligibility of the participant as a Member in good standing and/or the holder of a Member's proxy.

- 3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary or their designee. A copy of the notice shall be posted at a conspicuous place within the Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, either before or after the meeting, or unless the Owner has consented to receive electronic notices in accordance with the HOA Act. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described herein, unless otherwise required by the HOA Act. The posting and mailing of the notice shall be not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Notice of Member annual or special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized by proxy or valid power of attorney to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 3.4 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of Members, unless a higher number is specifically provided elsewhere in the Declaration, the Articles or these Bylaws. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

There is no quorum requirement for an election of directors; however, at least 20 percent of all eligible voters must cast a ballot in order to have a valid election.

3.5 Voting.

- (a) Voting Interests. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised in accordance with subsection (c) below. Tenants are not Members and have no authority to vote in Association matters.
- (b) Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Members" shall mean a majority of the votes of Members present and not a majority of the Members themselves and shall further mean, irrespective of the number of Members physically present, more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.
- (c) Voting by Individual Owners. If a Lot is owned by one person, his or her right to vote shall be established by the most recent recorded deed for the Lot. It is the responsibility of the record owner to provide written notice of such ownership and changes in ownership for the Association's roster of Members. If a Lot is owned by more than one person, such Owners shall decide among themselves who shall cast the vote for the Lot. In the event more than one vote is cast for any one Lot, each such vote shall be thereby void and not counted.
- (d) Entity Ownership. If a Lot is owned by a corporation or other entity, the Chairman of the Board, Executive Director, President, Vice President, Secretary, Treasurer, or Member of the entity holding such Membership in the Association, and any like officer of a foreign corporation, whether for profit or not for profit, holding a Membership in the Association, shall be deemed by the Association to have the authority to vote on behalf of the Corporation or other entity and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken there is a dispute raised as to the authority of any person to vote for the entity Owner, and in that event, the responsibility for confirmation of voting authority rests with the principals of the entity Owner, the absence of which shall invalidate any vote cast.

- 3.6 Proxies. A proxy may be made by any person entitled to vote but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and reconvened meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given.

Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time during the meeting when the vote is called. Holders of proxies shall be limited to individual Owners or the authorized owner, officer, director, member or manager of an Owner entity. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute, who is an Association Member, to act in his place.

An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic or equivalent reproduction of a proxy, delivered, mailed or transmitted electronically (i.e., via email) is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

- 3.7 Adjourned Meetings. Adjournment of an Annual or Special meeting which has commenced may be adjourned for any reason to a different date, time, or place, but such adjournment must be approved at the meeting by a majority of Members present in person or by proxy before an adjournment is taken. If a new date, time and place for the adjournment is not announced at the meeting, notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws. Also, notice of the new date, time and place for the adjourned meeting must be given to persons who are entitled to vote and are known to be, or anticipated to be, Members as of the new record date but were not Members as of the previous record date. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting and so long as the new meeting date is no more than 90 days from the original meeting date.
- 3.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:
- (a) Call to order by President;
 - (b) Appointment by the President of a chairman of the meeting (who may be the President, another director, or the Association Manager);
 - (c) Proof of notice of the meeting or waiver of notice;
 - (d) Reading and approval of minutes;
 - (e) Reports of officers;
 - (f) Reports of committees;
 - (g) Appointment of Member committee to count ballots or proxies;
 - (h) Election of Directors (if an election is needed);

- (i) Unfinished business;
- (j) New business;
- (k) Adjournment.

Such order may be waived or modified by direction of the chairman.

- 3.9 Minutes of Meeting. Minutes of all meetings of the Members of an Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. Any recordings of meetings shall be destroyed/discarded once minutes have been prepared and approved. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or board members at reasonable times. The Association shall retain these minutes for a period of not less than seven years, or such other period as required by the HOA Act, as amended from time to time.
- 3.10 Delinquent Members. If any Assessment or portion thereof imposed against a Member remains unpaid for ninety (90) days following its due date, such Member's voting rights in the Association may be suspended in accordance with the HOA Act until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated. Such suspension shall be made, if at all, prior to the meeting where votes are counted, or the date written consents are due and tallied. Delinquent Members shall not be eligible to run for the Board of Directors. Directors who are delinquent in any amount owing to the Association for a period of 90 days or more shall be automatically disqualified from serving on the Board.
- 3.11 Recording. Any Member may make audio or video recordings of meetings of the Membership. The Board of Directors of the Association may adopt reasonable rules governing the recording of meetings. Notwithstanding the right to record, neither live-streaming nor the posting of any meeting or portion thereof on the Internet, in any form or format, is permitted absent the prior written authorization of the Board of Directors, which authorization may be withheld in the sole discretion of the Board, for any reason and without cause.
- 3.12 Virtual Attendance. If authorized by the Board, and subject to further reasonable guidelines and procedures as may be adopted from time to time by the Board, Members who elect the option to do so, may attend Membership, Board or Committee meetings through a virtual meeting Internet platform. If such virtual attendance is authorized by the Board for one or more such meetings, Members may participate in the meeting and be deemed to be present in person and vote at the meeting, subject to:
- (a) The Association implementing a reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a Member of the Association; and

(b) The Association implementing reasonable measures to provide such Members with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings; and

(c) Such virtual attendance may be counted for quorum purposes at annual meetings but shall not alter or replace procedural requirements when applicable to all Members for the submission of ballots for elections or limited proxies for votes conducted via limited proxy vote; and

(d) In the event virtual attendance is offered, physical attendance shall still be permitted for other Members at their election.

4. Directors

4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) Directors who are Members of the Association; and in no event more than seven (7) directors, the exact number to be determined from time to time upon a two-thirds (2/3) vote and resolution of the Board of Directors. Notwithstanding, an incumbent director's term may not be shortened by a reduction in the size of the Board. Directors must be Members of the Association.

4.2 Election of Directors. The election of Directors shall be conducted in accordance with Chapter 720.306, Florida Statutes, and the following:

(a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.

(b) Notice of the members' meeting and request for director nominations shall be mailed not less than 60 days prior to the annual meeting. Nominations for Directors shall be submitted in writing or email by the candidate or another Member, not less than 40 days in advance of the annual meeting and all eligible candidates shall be listed in alphabetical order on a ballot to be mailed to Owners. All candidates shall be notified of receipt of their nomination, with the opportunity to withdraw their candidacy prior to the printing and mailing of ballots. No nominations shall be taken from the floor at the meeting.

(c) The election shall be by secret written ballot and decided by a plurality of the votes cast for each candidate.

(d) All Members of the Association shall be eligible to serve on the Board of Directors unless otherwise disqualified pursuant to the HOA Act and may nominate himself or herself in advance as a candidate for the Board. Nominations from the floor at the members' meeting are not permitted.

(e) Upon submission of nominations, eligible candidates may submit a one-page

information sheet to be included with the mailing of the ballots. Ballots with return envelopes shall be mailed to Owners not less than 14 days prior to the election. The outer envelope shall be addressed to the Association and in the return addresses location, shall provide spaces for the name of the voter, the address or Lot number being voted, and a signature space for the voter.

- (f) An election is not required if the number of vacancies equals or exceeds the number of candidates.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members may be filled by majority action of the remaining Director(s), or alternatively, the size of the Board may be reduced in accordance with Section 4.1 herein.
- (b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all voting interests of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly thereafter. The conveyance of any and all Lots owned by a Director in the Community shall constitute the resignation of such Director.
- (d) If a vacancy on the Board of Directors results in there being no incumbent Directors and an election is not pending, any Member may apply to the Circuit Court within whose jurisdiction the Property lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place in the Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the fees of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the annual meeting of the Members two (2) years from the date of such Director's election and subsequently until his/her successor is duly elected and qualified, or until he/she is removed in the manner elsewhere provided. Director terms shall be staggered.

- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board, for the purpose of electing officers, shall be held immediately following or within ten (10) days of their election or appointment at

such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary. The election of officers shall be by secret ballot unless waived by all directors.

- 4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Community at least forty-eight (48) continuous hours in advance for the attention of the Members of the Association, except in the event of an emergency. Board Members may participate by telephone conference or video conferencing in any Board meeting, and for meetings open to the Members, shall either, and in the Directors' discretion, provide the telephone and/or video conference participant numbers or link, or have a speaker phone and/or computer/video equipment available at a location within 30 miles of the Community for Member attendance. A director participating in a meeting by such means is deemed to be present for the meeting for purposes of voting, quorum and otherwise. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.
- 4.7 Special Meetings. Special meetings of the Board may be called by the President and must be called by the President or Secretary at the written request of two-thirds (2/3) of the Directors or by 20% of the total voting Membership. Notice of the meeting shall be given to Directors by hand-delivery, by telephone or by email which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting, unless waived in writing by all directors. Notice of a special meeting of the Board shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his or her attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.
- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a

quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Unfinished business;
- (e) New business;
- (f) Adjournment.

Such order may be waived in whole or in part by the presiding officer.

4.13 Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years, or such other period as required by the HOA Act, as amended from time to time. Once approved, any recording of the meeting may be destroyed or deleted.

4.14 Recording. Any Member may make audio or video recordings of Board meetings. The Board of Directors of the Association may adopt reasonable rules governing the recording of meetings. Notwithstanding the right to record, neither live-streaming nor the posting of any meeting or portion thereof on the Internet, in any form or format, is permitted absent the prior written authorization of the Board of Directors, which authorization may be withheld in the sole discretion of the Board, for any reason and without cause.

4.15 Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution, shall have the authority to approve or disapprove fines and may exercise authorities of the Board, except that no such committee shall have the authority to:

- (a) Approve or recommend to members actions or proposals required by the Governing Documents or the HOA Act to be approved by Members; or

- (b) Adopt, amend, or repeal the Bylaws.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more director(s) as alternative members of any such committee who may act in the place instead of any absent member at any meeting of such committee.

- 4.16 Official Records. The Association shall maintain Official Records as applicable and as required pursuant to the HOA Act.

- 4.17 Inspection and Copying of Records. The Official Records shall be maintained within the state, in accordance with the HOA Act, and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This subsection may be complied with by having a copy of the Official Records available for inspection or copying in the Property.

- (a) The failure of the Association to provide access to the records within ten (10) business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this subsection.
- (b) A Member who is denied access to the Official Records is entitled to the actual damages or minimum damages in the event of the Association's willful failure to comply with this subsection. The minimum damages for a willful failure to comply are to be \$50.00 per calendar day up to ten (10) days, the calculation to begin on the eleventh (11th) business day after receipt of the written request.
- (c) The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the costs of copying so long as such costs are in accordance with the provisions of the HOA Act. The Association shall maintain an adequate number of copies of the recorded Governing Documents to ensure their availability to Members and may charge such costs and fees as authorized by the HOA Act in relation to furnishing these documents to those persons who are entitled to receive them.

5. Officers.

- 5.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary, all of whom shall be directors and elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office.

- 5.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of a Florida homeowners association.
- 5.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of a Florida homeowners association and as shall otherwise be prescribed by the Directors.
- 5.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He/she shall attend to the giving of all notices to the Members and Directors and other notices required by law. He/she shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He/she shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.
6. Compensation. Neither Directors nor Officers shall receive compensation for their services as such but may be compensated for out-of-pocket expenses incurred on behalf of the Association and approved by the Board of Directors.
7. Resignations. Any Director or Officer may resign his/her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Declarant or other Directors or officers who are not Owners when elected or appointed) shall constitute a written resignation of such Director or officer.
8. Roster of Owners. The Association shall maintain a roster of Owners from information to be provided by the record title owner(s) of each Lot. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

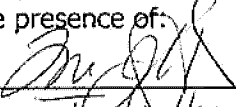
Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence of their interest and shall waive in writing notice of such meeting.

9. Amendments. These Bylaws may be amended in the following manner:
 - 9.1 A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the votes of Members of the Association. A majority of the Board shall thereupon adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.
 - 9.2 Written notice setting forth or enclosing the proposed amendment to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in these Bylaws for the giving of notice of a meeting of the Members. If the meeting is an annual meeting, the proposed amendment shall be included in the notice of such annual meeting.
 - 9.3 At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of at least a majority of the Members present in person or by proxy at the meeting (at which a quorum is attained).
 - 9.4 Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.
 - 9.5 No amendment shall make any changes in the qualifications for membership nor in the voting rights of Members without approval by all of the Members and the joinder of all First Mortgagees holding First Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Articles.
 - 9.6 Upon the approval of an amendment to these Bylaws, the certificate of amendment shall be executed and a copy shall be recorded in the public records of the County.
10. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.
11. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
12. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.
13. Indemnification of Officers and Directors. Subject to the further provisions of this Section, the Association shall indemnify and hold harmless all officers and Directors, and members of a Committee, past or incumbent, from and against all costs, claims, damages, expenses

and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of or concerning the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this Section may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this Section was effective.


The foregoing was adopted as the Amended and Restated Bylaws of Windward Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, by a majority of the Members at a special membership meeting held on the 21st day of April, 2023.

Signed, sealed and delivered
in the presence of:



Name: Testa High

**WINDWARD PROPERTY OWNERS
ASSOCIATION, INC.**

Approved:


Anna Marie Hammond, President

EXHIBIT "D"
SETBACKS

Excepting where a setback variance was previously granted by the Developer or the Association subsequent to the recording of the original Windward Phase Declarations and/or subsequent to those set by the Developer, the following are the setbacks for each lot within Windward at Bluewater Bay. References below to Lot numbers correspond to Lot and Block designations shown on the recorded Plats for Windward Phases I – V.

**WINDWARD PHASES I and II
MINIMUM SETBACKS (in feet)**

PHASES I & II PLATTED LOT #	FRONT	BACK	LEFT & RIGHT
Phase I, Lot 15, Block A	*I-15A	*I-15A	*I-15A
Phase I, Lot 6, Block B	*I-6B	*I-6B	*I-6B
Phase I, Lot 8, Block B	*I-8B	*I-8B	*I-8B
Phase II, Lot 19, Block B	*II-19B	*II-19B	*II-19B
Phase II, Lot 7, Block C	*II-7C	* II-7C	* II-7C
All Other Lots in Phases I and II	35	50	The greater of 10 feet or 10% of the width of the Lot at the front building setback line

***I-15A: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1985, Page 1985.**

***I-6B: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1761, Page 651.**

***I-8B: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1840, Page 1878.**

***II-19B: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1809, Page 290.**

***II-7C: Per the Certificates of Developer recorded in the public records of Okaloosa County at Book 1737, Page 1020, and Book 1737, Page 1022.**

**WINDWARD PHASE III
MINIMUM SETBACKS (in feet)**

PHASE III PLATTED LOT #	BLOCK	FRONT	BACK	LEFT	RIGHT
1	A	40	35	10	10
2	A	40	35	10	10
3	A	40	40	10	10
4	A	40	40	10	10
5	A	40	45	10	10
6	A	40	45	10	10
7	A	40	30	10	10
8	A	30	30	10	10
9	A	30	30	10	10
10	A	30	40	10	10
11	A	25	*III-11A	10	10
1	B	40	40	10	10
2	B	40	40	10	10
3	B	40	40	10	10
4	B	40	40	10	10
5	B	40	40	10	10
6	B	40	40	10	10
7	B	40	40	10	10
8	B	*III-8B	*III-8B	*III-8B	*III-8B
9	B	*III-9B	*III-9B	*III-9B	*III-9B
10	B	30	40	8.5	8.5
11	B	30	40	8.5	8.5
12	B	30	40	8.5	8.5
13	B	*III-13B	*III-13B	*III-13B	*III-13B
14	B	30	40	8.5	8.5
15	B	*III-15B	*III-15B	*III-15B	*III-15B
16	B	30	46.5 *III-16B	8.5	8.5
17	B	30	48 *III-17B	8.5	8.5
18	B	30	50	8.5	8.5
19	B	30	50	8.5	8.5
20	B	30	50	8.5	8.5
21	B	30	50	8.5	8.5
22	B	30	40	8.5	8.5
23	B	30	40	8.5	8.5
24	B	30	40	8.5	8.5
25	B	30	40	8.5	8.5
26	B	*III-26	*III-26B	*III-26B	*III-26B
27	B	30	40	8.5	8.5

28	B	*III-28	*III-28	*III-28	*III-28
29	B	40	40	8.5	8.5
30	B	40	40	8.5	8.5
31	B	40	40	8.5	8.5

***III-11A: Lot 11 Block A setbacks as originally approved by Developer.**

***III-8B: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1699, Page 1037.**

***III-9B: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1885, Page 1118.**

***III-13B: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 2002, Page 538.**

***III-15B: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1730, Page 902.**

***III-16B: Per Developer Variance recorded in the public records of Okaloosa County at Book 1565, Page 490.**

***III-17B: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1659, Page 260.**

***III-26B: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1742, Page 353.**

***III-28B: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1714, Page 957.**

*** Where lot abuts street on side - treat as front except the right side of Lot 1 Block B – 30-foot setback parallel to adjacent street.**

Note: Side Setback - Measured to stem wall outside facing overhang - encroachments permitted up to 2 feet.

**WINDWARD PHASE IV
MINIMUM SETBACKS (in feet)**

PHASE IV PLATTED LOT #	FRONT	BACK	LEFT	RIGHT
1	30	40	10	10
2	30	40	10	10
3	30	40	10	10
4	30	40	10	10
5	30	40	5	20
6	40	40	8	7
7	*IV-7	*IV-7	*IV-7	*IV-7
8	20	30	10	20
9	30	**	*	10
10	20	50	10	10
11	20	20	8	6
12	30	20	6	6
13	30	50	10	6
14	30	40	8	8
15	29 *IV-15	35 *IV-15	8	8
16	*IV-16	*IV-16	*IV-16	*IV-16

***IV-7: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 2222, Page 4421.**

***IV-15: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1769, Page 1401.**

***IV-16: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 2143, Page 1482.**

***Golf Course side – 10'**

**** Water side – 50'**

**WINDWARD PHASE V
MINIMUM SETBACKS (in feet)**

PHASE V PLATTED LOT #	FRONT	BACK	LEFT	RIGHT
1	35	35	30	10
2	35	30	15	12
3	35	35	10	10
4	35	50	10	10
5	35	45	10	8
6	35	45	10	8
7	*V-7	*V-7	*V-7	*V-7
8	*V-8	*V-8	*V-8	*V-8
9	35	50	10	10
10	35	*	8	8
11	35	*	10	8
12	*V-12	*V-12	*V-12	*V-12
13	35	*	10	8
14	35	*	10	8
15	*V-15	*V-15	*V-15	*V-15
16	30	40	8	8
17	30	40	8	8
18	30	40	10	8
19	*	40	*	*
20	*V-20	*V-20	*V-20	*V-20
21	*V-21	*V-21	*V-21	*V-21
22	30	40	8	10
23	30	40	8	10
24	30	40	8	10
25	*V-25	*V-25	*V-25	*V-25
26	*	*	*	*

* As was determined at the time of original construction by Developer.

*V-7: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1859, Page 421.

*V-8: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1970, Page 1137.

*V-12: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1850, Page 1288.

***V-15: When facing lot 21 - front 30, back 40, left 20, right 7. If facing lot 13 - front 30, back 20, left 30, right 20.**

***V-20: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1812, Page 1552.**

***V-21: When facing lot 15 - front 30, back 30, left 20, right 30. When facing lot 11 - front 30, back 20, left 30, right 10.**

***V-25: Per the Certificate of Developer recorded in the public records of Okaloosa County at Book 1770, Page 1621.**