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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LEGION PARK LANDING, A PLANNED UNIT DEVELOPMENT

THIS DECLARATION, made the 7th day of Feb., 1995,
by LEGION PARK DEVELOPMENT "CO.", A FLORIDA CORPORATION
(hereinafter referred to as "Declarant").

RECITALS:

WHEREAS, Declarant is the owner of certain real property (the "Property") located in Walton County, Florida, which is more particularly described on Exhibit "A" and which comprises Lots 1 through 33, all in Legion Park Landing, a Planned Unit Development, along with certain streets, easement and other common areas as shown on Exhibit A; and

WHEREAS, to preserve and enhance the Property, Declarant wishes to subject the Property to the Covenants, Conditions and Restrictions of this Declaration, and to create a non-profit association with the power and duty of administering and enforcing the provisions of this Declaration, all for the benefit of the Property and each owner of a portion thereof.

DECLARATION

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

ARTICLE I - DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

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1.1 **"Articles"** shall mean and refer to the Articles of Incorporation of the association, the form of which is attached to this Declaration, as Exhibit "B".

1.2 **"Association"** shall mean and refer to the Legion Park Landing Neighborhood Homeowner's Association, Inc., its successors and assigns.

1.3 **"Board"** shall mean and refer to the Board of Directors of the Association.

1.4 **"By-Laws"** shall mean and refer to the By-Laws of the Association. The form of the initial By-Laws, as proposed, is attached to this Declaration as Exhibit "C".

1.5 **"Common Area"** shall mean real property within the Property which is not within the boundary of any Lot, and improvements thereon, along with any additional property or easement rights specifically granted to the Association for the common use and enjoyment of the Owners. The Common Area may include, but is not limited to, the streets, pedestrian paths, parks, bridges, lakes and its abutting easements, and any other structure or plant life utilized to retain the waters of the lake or stabilize and protect the Common Area. The Common Area is subject to utility easements granted on, in and under the Common Area for the benefit and use of the Property and any other recorded easements. The Common Area is not dedicated for the use of the general public.

1.6 **"Declarant"** shall mean and refer to LEGION PARK DEVELOPMENT "CO." or any successor in title to the entire interest of such corporation with respect to the development at the time of such transfer to said successor in title.

1.7 **"Lot"** shall mean and refer to any plot of land identifiable by block and lot number as shown upon the Plat.

1.8 **"Member"** shall mean and refer to every person or entity entitled to membership in the Association.

1.9 **"Owner"** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot but shall not include those having such interests merely as security for the performance of an obligation.

1.10 **"Property"** shall mean and refer to that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association and the provisions of this Declaration.

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1.11 "Architectural Review Committee" shall mean a committee comprised of three (3) members to oversee compliance with the Architectural Standards, attached hereto as Exhibit "D".

ARTICLE II - PROPERTY RIGHTS

2.1 Owners Easements of Enjoyment. All Common Area shall be owned by the Association. Every Owner shall have a right and easement of enjoyment and use for the purpose of which it was intended in and to the Common Area, which 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 to suspend the voting rights and right to use the recreational facilities by any Owner for any period during which any assessment remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulation.

(b) The right of the Association to limit or otherwise regulate the number of guests using the Common Area.

(c) The right of the Association, in accordance with the Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities, and in aid thereof, the rights of the Owners hereunder shall be subordinate to the mortgage on said properties.

(d) The right of Declarant and its agents, sales representatives, employees, contractors and subcontractors, and their respective agents and employees, for access and ingress to and egress from, on and over the Common Area as may be required for (1) display, exhibit and sale of lots, and (2) the construction, installation, improvement and maintenance of Lots and Common Area on the Property.

2.2 Delegation of Use. Any Owner may delegate his right of enjoyment and use of the Common Area to his family, guests and tenants. The delegation of such use shall not relieve the Owner of any liability or responsibility imposed upon him by this Declaration or the By-Laws of the Association.

2.3 Common Area. The Association reserves the right to regulate the use of the Common Area through the establishment of rules and regulations.

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ARTICLE III- MEMBERSHIP AND VOTING RIGHTS

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

3.2 Voting Rights. The Association shall have one (1) class of voting membership. All owners of lots, including the Declarant, shall be members. When more than one (1) person has an interest in any lot, all such persons shall be members. The vote for each lot shall be exercised as they determine; but in no event shall more than one (1) vote be cast with respect to any lot. In the event any individual or entity owns more than one (1) lot such individual or entity shall be entitled to one (1) vote for each lot owned.

3.3 Association Management. Declarant or any affiliate or assignee thereof, shall be employed as the Manager for the Association and the overall development of the property for such period of time until more than fifty percent (50%) of the lots have been sold, with the option on the part of Declarant or its affiliate or assignee to renew such employment for three (3) consecutive one-year periods from and after more than fifty percent (50%) of the lots have been sold. Such management agreement shall be pursuant to the terms mutually agreed upon between the parties to such an agreement. Every grantee or any interest in the property, by acceptance of a deed or other conveyance of such interest, shall be deemed to ratify such management agreement.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments.

(a) Each Owner, except the Declarant, shall pay to the Association when due all assessments levied by the Association. The amount of each assessment and the due dates thereof shall be determined by the Association pursuant to a budget prepared each year by the Association. So long as Declarant holds title to any lot, that lot shall not be subject to Assessment.

(b) All assessments, late or delinquency charges, if any, together with the maximum legal rate of interest from the due date of each, costs of collection and reasonable attorney's fees, shall be a charge on the Lot on which it is assessed and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment shall also be the

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personal obligation of the person(s) who was the Owner of such property at the time when the assessment fell due.

(c) The Association, at its option, may enforce collection of delinquent assessments, late or delinquency charges if any, including interest from the due date of each at the maximum legal rate, plus costs of collection and reasonable attorneys fees by suit at law, or by foreclosure of the lien securing the assessment or by any other competent proceeding.

(d) The lien provided in this Paragraph shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid at a foreclosure sale to acquire and hold, lease, mortgage and convey the same, and to subrogate so much of its right to such liens as may be necessary or expedient for an insurance company continuing to give total coverage notwithstanding non-payment of such default Owner's portion of the premium. Each Owner hereby expressly grants to the Association a power of sale in connection with such lien.

4.2 Purpose of the Assessments. The assessments levied by the Association shall be for the purpose of providing for (a) the maintenance, operation, repair and replacement of the Property pursuant to Article VIII, (b) capital improvements to the Common Area; (c) Insurance coverage as determined by the Association; (d) utility charges and deposits for the Common Area; (e) the promotion of the health, safety and welfare of the Property; (f) taxes on the Common Area; (g) such other expenses incidental or necessary to the operation, maintenance, improvement and well being of the Property in a first class condition in this Declaration and any amendments thereto, the By-Laws, Articles of Incorporation, and any amendments thereto, all of the Association.

4.3 Annual/Special Assessments. The association shall levy assessments in accordance with this Declaration and By-Laws of the Association. The assessments shall be made for the purpose to provide funds in advance for the payment of all of the anticipated current operating expenses of the Association. The assessment for common expenses for emergencies that cannot be paid from the annual assessment for common expenses shall be made by the board of directors after 30 days' notice given to the Owners. These assessments shall be paid at the time and in the manner that the board may require in the notice of special assessment. So long as Declarant holds title to any lot, that lot shall not be subject to a special assessment.

4.4 Rate of Assessments. Assessments shall be fixed at a uniform rate for all participating Lots.

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4.5 Effect of Non-Use. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

4.6 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot or its improvements. Sale or transfer of any Lot shall not affect the assessment lien except the sale or transfer or any Lot pursuant to a mortgage foreclosure or deed in lieu of foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. However, the amount of such extinguished assessments may be added to the annual assessments for all Lots. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

4.7 Security. The Association may employ such people or take such measures to provide for the security of the Property and persons on the Property as it deems appropriate.

4.8 Exempt Property. All properties dedicated to and accepted by a local public authority shall be exempt from assessments. However, no land or improvements devoted to residential use shall be exempt from such assessments.

ARTICLE V - THE ASSOCIATION

5.1 Power. The Association shall have the powers enumerated in the Charter, By-Laws and in this Declaration, and such other powers as necessary and incidental to operate the Association and carry out the duties and responsibilities of the Association.

5.2 Duties. It shall be the duty and obligation of the Association to (a) keep the Common Area in a first class condition; (b) maintain and operate the Property and the Association pursuant to this Declaration and the By-Laws of the Association; and (c) perform such other duties and obligations imposed upon it by this Declaration and the By-Laws, of the Association as amended.

5.3 Exercise by Directors. The powers granted the Association may be exercised by the Board of Directors of the Association, acting through the officers of the Association, without the consent of any Owner, except where the approval of an Owner or Owners is specifically required in this Declaration or the By-Laws or Articles of Incorporation of the Association.

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ARTICLE VI - USE RESTRICTIONS

6.1 Use of Buildings. Each individual Lot shall be used and occupied for residential purposes only. Only one (1) residence shall be constructed on each Lot. However, this shall not prohibit construction of a single family residence on two (2) Lots which are combined as a single homesite. The dwellings constructed on all Lots shall each contain not less than 1,000 square feet of heated floor space, all measurements to be exclusive of porches, decks and ground level parking and storage areas. A Lot may be rented by its owner provided however, that all leases or rental agreements pertaining to a Lot shall specifically subject the lessee to the requirements of this Declaration, and all rules and regulations of which shall have been properly adopted for the operation of this development. Use of the property for other than residential purposes is expressly prohibited.

6.2 Building Standards.

- (a) Minimum square footage of heated and cooled living space - 1,000 square feet.
- (b) Construction, once started, must be of a continuous nature and the structure is to be completed within a reasonable time. Halts in construction of more than 30 days are prohibited.
- (c) No building or any part thereof (including steps, decks, porches and walkways) on any lot shall protrude outside the building footprint of the lot as shown on the subdivision plat, except that roof overhangs containing full guttering may exceed the limits of the footprint up to a maximum of twenty four (24) inches on each side of the footprint, and excepting that buildings on lots ten (10) through fifteen (15), inclusively may exceed the footprint on the eastern boundary with a cantilevered decks or porches protruding from the main structure up to a maximum of eight (8) feet.
- (d) Plans for all buildings, additions and alterations, and landscaping must be submitted to the Architectural Standards Committee for approval prior to any such construction beginning.

6.3 Compliance. All construction shall comply with applicable ordinances, rules, regulations and building codes,

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including specifically those directives and requirements of the Department of Natural Resources, State of Florida.

6.4 Temporary Structures: Parking. No structures of a temporary nature, including mobile homes or storage sheds shall be allowed anywhere upon the property. Commercial vehicles and equipment are not permitted in the residential areas except for delivery and pick ups services. All boats or boat trailers, campers or similar vehicles, jet skis or motorcycles must be kept within an enclosed parking area. Automobiles may be parked only in designated parking areas in accordance with rules and regulations of the Association. All automobiles shall be in good running condition; repair of automobiles (other than emergency repair) or storage of disabled automobiles is not permitted within the Property.

6.5 Lot Description. No Lot shall be further subdivided or separated into smaller parcels without the consent of the Association; provided however, that this shall not prohibit corrective deeds or similar corrective instruments. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions of this Declaration.

6.6 Landscaping. It being the intention of the Declarant and Association, as well as in the interests of the Member, to provide quality, landscaping for the Property as developed, every effort should be made to blend and utilize existing vegetation where economically and aesthetically possible. Such requirement shall be enforced by the Architectural Review Committee.

6.7 Construction Sales Office: Notwithstanding any provisions herein contained to the contrary, it shall be permissible for the Declarant or an Owner with Declarant's written permission, during a construction period and sale of improvements so constructed, to maintain, in which Declarant's sole opinion may be reasonably required, convenient or incidental to the construction and sale of improvements., including without limitation, a business office, storage area, construction yards, signs, model units and sales office.

6.8 Pets. No animals, livestock or poultry of any kind shall be raised., bred or kept on any lot, except that dogs, cats or other household pets which are not kept, bred or maintained for any commercial purposes may be kept by an Owner on his Lot if such pets do not cause a disturbance or annoyance on the Property. Each Owner shall be responsible to curb and clean up after their pet and for any and all damage caused by said pets.

6.9 No Signs. No advertising signs, billboards, unsightly

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objects or nuisances shall be erected, placed or permitted to remain on any Lot designed for residential use nor shall such Property be used in any way or for any purpose which may endanger the health, or unreasonably disturb the Owner of any building or resident thereof except that an Owner shall be allowed one (1) double-faced standard 2' X 3' "For Sale" real estate sign when said property is being marketed. At such times as a contract for sale is closed, said sign shall immediately be removed. The foregoing covenant shall not apply to the business activities, signs and billboards, or construction and maintenance of buildings by Declarant, its agents or assigns during any construction and sale period or to the Association in furtherance of its powers and purposes under this Declaration.

6.10 Limitation. The Association shall not have any authority to require any modification to the interior of dwelling units not visible from the outside, unless such modification is necessary to protect the structural integrity of the building or to preserve the health and well-being of other Owners.

6.11 Environmental Easement. There is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns, a perpetual right and easement over and across all lots, excluding any building improvement thereon, for purpose of taking any action necessary to effect compliance with environmental rules, regulations and procedures from time to time promulgated or instituted by the Association or by any governmental entity, such easement to include but not limited to right to implement erosion control procedures, the right to drain standing water and to maintain common areas.

6.12 Right and Easement. It is hereby reserved for the benefit of the Declarant and its representatives, agents, employees, successors and assigns, a right and easement to pump water from the lake for fire fighting, irrigation, maintenance of the common areas or to prevent flooding.

6.13 Construct Improvements. Declarant reserves the right now or in the future, to construct improvements encroaching upon and across the lake and to operate and maintain powered water craft during construction of the same. Construction of any docks, wharf's, boat slips, boathouses, or other improvements encroaching upon or across the lake, other than by Declarant is prohibited. Except as provided herein, no water craft, powered by Engines or wind, are allowed upon the waters of the lake. Only water craft no longer than 12 feet powered by human power are allowed upon the waters of the lake. No swimming, bathing or wading are allowed within the waters of the lake.

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6.14 Common Area Rules and Regulations. The Association may make reasonable rules and regulations relative to the use of the Common Area by Owners, their guests or invitees.

6.15 Housekeeping: The hanging of bathing suits, clothing, rugs, towels or other items from balconies, railings, clothes lines, windows, or any other area visible from any neighboring Lot is prohibited.

ARTICLE VII - ARCHITECTURAL REVIEW

7.1 Construction Subject to Review. No construction, modification, alteration or improvement of any nature whatsoever (except interior alterations not affecting the external structure or appearance of a house, other residential Lot) shall be undertaken on any Lot unless and until a plan of such construction or alteration shall have been approved in writing by the Architectural Review Committee in accordance with this Article. Modifications subject to architectural control specifically include but are not limited to, painting or other alteration of a building (including doors, windows, and roof); installation of antennas, satellite dishes or receivers, solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of walls or fences; addition of awnings, gates, flower boxes, shelves or statutes or other outdoor ornamentation or patterned or brightly colored window coverings; any alteration of the landscaping or topography of the Lot, including without limitation, any planting, cutting or removal of trees or plants. The Architectural Review Committee shall be a standing committee of the Association and such Committee shall be formed pursuant to the Association By-Laws.

7.2 Procedures.

(a) Preliminary Plan Review. Preliminary plans may be submitted to the Architectural Review Committee for conceptual approval prior to the required final approval as outlined in Subparagraph (b) below. Such preliminary plans shall include rough drawings and/or sketches, and such other items as the Architectural Review Committee may deem appropriate.

(b) Final Approval. Final approval shall include: (1) specifications, including all Final plans to be submitted for the construction plans and proposed landscaping, (2) an elevation rendering of all proposed improvements, and (3) such other items as the Architectural Review Committee may deem appropriate to render a final approval. If the Architectural Review Committee fails to approve or disapprove such plans within sixty (60) days

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after written receipt by the Architectural Review Committee of all of the requested final materials listed above, then final approval shall be deemed to have been granted unless the applicant in writing agrees to an extension. The Architectural Review Committee shall have the right to charge a reasonable fee for its review of final plans.

7.3 Basis for Decision. The Architectural Review Committee shall approve or disapprove the application in its discretion, based on the nature, kind, shape, height, materials and location of the proposed improvements, harmony with surrounding structures and topography, and other factors, including purely aesthetic considerations, which in the sole opinion of the Architectural Review Committee will affect the desirability or suitability of the construction. The Architectural Review Committee shall use as a guide the guidelines for construction and implements developed by the Association known as the "Architectural Standards" as those standard are amended from time to time; however the Architectural Review Committee reserves the right to grant variances from these standards based on architectural merit and on existing landscape conditions.

7.4 Construction. If final approval is given or deemed to be given, construction of the improvements applied for may be begun, provided that all such construction is in accordance with the submitted plans and specifications. However, the Architectural Review Committee may require any owner through owner's contractor or subcontractor to post payment and/or performance bonds with the Association to insure compliance and completion of the final plans as approved. The requiring of such bond is at the sole and absolute discretion of the Architectural Review Committee. The Association shall have the right to enjoin any construction not in conformance with approved final plans and specifications, and shall have all of the remedies at law or in equity.

7.5 Commencement of Construction. In order to assure the orderly development of the residential community in a timely manner, once construction has commenced of a building improvement on any Lot said construction will be continuous and diligently pursued to effectuate completion of the building improvement in as short a period of time as possible.

7.6 Liability. Approval by the Architectural Review Committee is not a guarantee. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans or specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that an

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improvement built in accordance therewith will be built in a good workmanlike manner. Neither Declarant, the Association, or the Architectural Review Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to this article.

ARTICLE VIII - MAINTENANCE

8.1 Association. The Association shall be responsible for the care, maintenance and repair of the (a) Common Area, including all improvements therein or thereon, (b) any portion of the Property that is dedicated or conveyed to a governmental or quasi-governmental agency or utility company that has not agreed to care, maintain, and repair such portion of the Property, (c) any equipment or property used by the Association located upon, under or over any Lot Owners.

8.2 Lots. Each Owner shall be responsible for the maintenance of his or her lot, including the exterior and interior maintenance of his home. Equipment, garbage cans, wood piles or storage areas shall be concealed from view of neighboring Lots, common area and streets. Rubbish, trash, or garbage shall be regularly removed and shall not be allowed to accumulate. If the Board determines in its discretion that any Owner has failed to maintain any part of his Lot, including improvements, in good order and repair, free from debris, the Association, by a majority vote of the Board, in ten (10) days after notice to the Owner, shall have the right, without liability or obligation to enter upon such Lot to correct, restore, paint and maintain 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 Lot assessment.

8.3 Damage. If any Common Area, in whole or in part, or any road, road right-of-way, or pedestrian bridge is damaged through the neglect or willful act of an owner, his family, guests or invitees, said owner shall be liable for the same and the cost of any necessary repairs shall be assessed to that Owner as an individual Lot assessment.

ARTICLE IX -EASEMENTS

9.1 Recorded Easements.

(a) Encroachments. Each Lot and the Common Area are hereby made subject to, and are benefited by, reciprocal easements for minor encroachments due to accidental placement, settling or shifting of the improvements constructed thereon, provided such construction is otherwise in accordance with the terms of this Declaration. No easement for encroachment shall

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exist as to any encroachment occurring due to the willful or grossly negligent conduct of an encroaching Owner or for any encroachment which substantially impairs the use of the burdened property.

(b) Access. An access easement is provided between lots 12 and 13. Any person using the easement or the proposed lake area must do so reasonably, subject to such rules as may be made by the Board from time to time.

9.2 Utilities.

(a) Blanket Easement. Subject to approval of the location and method of installation by the Declarant or the Board, there is hereby created a blanket easement upon, across, over, under and through all common area, and for a distance of 8 feet on either side of all streets and for other easement area, as shown on the subdivision plat for ingress and egress and for installation, replacing, repairing and maintenance of all utilities, including, but not limited to, water, sewer, gas, telephones, electricity and a master television antenna system. By virtue of this easement, it shall be expressly permissible, if approved by the Declarant or the Board, for the utility company to erect and maintain the necessary equipment on the Property and to affix and maintain wires, circuits and conduits on, above, across and under the roofs and exterior walls of buildings. The Declarant and the Board shall each have the authority to grant specific utility easements by separate recordable instrument.

(b) Underground Utilities. Driveways, walkways and patios may cross easements for underground utility services if appropriate arrangements are made with the affected utility company. Neither Declarant nor any utility company using the easements shall be liable for damage done to shrubbery, trees, flowers or other plantings.

9.3 Streets. Each Owner shall have an easement to use the streets, alleys and driveways within the Property, except those driveways designed for exclusive use of a certain Lot or Lots. All police, fire, ambulance and other similar services shall have an easement to enter streets and Common Area in the performance of their duties.

9.4 Association Rights. The Association shall have an easement for itself, its officers, agents and employees, including the management company selected by it, to enter into or cross over the Common Area and any Lot in the course of performing its rights and duties under this Declaration.

9.5 Declarant's Rights. Declarant may grant or exercise any

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of the foregoing easements with respect to a developed portion of the Property to facilitate development of another portion of the Property. If it becomes necessary to excavate any area to install utilities or for similar purposes, Declarant shall restore the area to its prior condition upon completion of the work.

9.6 Setbacks. Setbacks are as required by the Plat or any other federal, state or local government entity.

ARTICLE X - INSURANCE, CASUALTY

10.1 Insurance:

(a) Insurance on Common Area. The Board shall obtain casualty insurance for all Common Area improvements to cover the full replacement cost, which coverage may include extended coverage, vandalism, malicious mischief and windstorm endorsements and other coverage deemed desirable by the Board.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Area. Such insurance shall be issued on a comprehensive liability basis and shall contain a "sever ability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, Board or other Owners. The Board shall review limits of coverage once each year.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority of the Members.

(e) Improved Lots. Each Owner shall obtain and maintain at his own expense fire, windstorm insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount not less than the full insurable value of the improvements, based upon replacement, and if an Owner fails to do so, the Board has the right but not the obligation to purchase such insurance for him and assess the cost

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to him as an individual Lot assessment. Owners are responsible for insuring against personal property damage and loss, personal liability for that Lot and any other type of insurance the Owner may desire.

(f) Premiums. The cost of all insurance stated above, except coverage of improved Lots, shall be an Association expense and shall be included in the Annual General assessments.

10.2 Repair and Reconstruction after Fire or Other Casualty.

(a) Common Area. If fire or other casualty damages or destroys any of the improvements in or on the Common Area the Board shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification approved by the Association. The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and placement of such improvements, and then from any special assessments that may be necessary after exhaustion of insurance and reserves.

(b) Lots. If fire or other casualty damages or destroys any other improvement on a Lot, the Owner of that Lot shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Association. If such Owner refuses or fails to begin to repair and rebuild any and all such damage within thirty (30) days or fails to continue such repair or restoration in an expeditious manner, the Association, by and through its Board, is hereby irrevocably authorized by such Owner to repair and rebuild any such improvements the cost of which shall be charged to the Owner as an individual Lot assessment.

(c) Insurance Proceeds; Performance of Work. All insurance proceeds received by the Association shall be deposited in a bank or other financial institution the account of which are insured by a federal governmental agency with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature authorized by the Board or an agent authorized by the Board. The Board may advertise for sealed bids with any licensed contractor, and may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair or reconstruction.

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ARTICLE XI - GENERAL PROVISIONS

11.1 Enforcement. The Association, Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or any Owner to enforce any provision shall not be deemed a waiver of the right to do so thereafter. If the Association fails or refuses to enforce any of its rights under this Declaration, including without limitation the right to require all Owners to keep their Lots in good order and repair, Declarant shall have the right but not the liability or obligation to act on behalf of the Association and shall have all rights and remedies permitted the Association, including but not limited to, the right to assess the Owner for the Declarant's costs and to secure that charge in the same manner as an individual lot assessment. Any and all costs, including but not limited to, attorneys fees and court costs, which may be incurred by the Association or the Declarant in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed as an individual Lot assessment to the Owner against whom such action was taken.

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

11.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners holding seventy five percent (75%) of the voting power in the Association shall have been recorded, agreeing to terminate all of said provisions as of a specified date, which shall be not earlier than the expiration of an extended term of one (1) year from the date of such recording. Unless this Declaration is so terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect. This Declaration may be amended at any time by an instrument in writing signed by owners holding two-thirds (2/3) of the total voting power of the Association, which amendment shall become effective upon recordation in the public records of Walton County, Florida; provided, however

(a) As long as Declarant is an Owner of any unsold Lot, no amendment shall become effective without the written consent of Declarant.

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(b) Declarant specifically reserves the absolute and unconditional right, so long as it owns any Lot, to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the provisions herein.

11.4 Annexation of Additional Property.

(a) Declarant reserves the right without the approval of the Association or any Lot Owner, in its sole discretion to add on one or more occasions to the Property any land contiguous thereto. The addition of such property shall be accomplished by the Declarant alone executing and recording the necessary amendments to this Declaration and amending the Plat. No part of the Additional Property shall be subject to this Declaration until the amendment to this Declaration and the Plat adding such part or all of the Additional Property shall be executed and recorded.

(b) Limitations. There are no limitations as to the location of improvements on the Additional Property except as required by zoning and other governmental regulations. There are no limitations as to the size or number of Lots which may be added as a part of the Additional Property. The right of Declarant to add any or all of the Additional Property shall expire seven (7) years from the date of the recording of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Declaration to be executed as of the day and year first hereinabove written.

Elizabeth M. Rude
Elizabeth M. Rude
Witness
D. Michael Chesser
Witness
D. Michael Chesser

LEGION PARK DEVELOPMENT "CO."

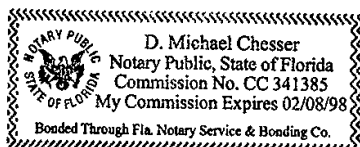
FRANK M. MICHITTI, PRESIDENT

Frank M. Michitti

STATE OF FLORIDA
COUNTY OF OKALOOSA

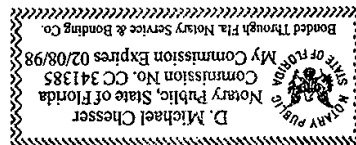
The foregoing instrument was acknowledged before me this 7th day of February, 1995, by FRANK M. MICHITTI PRESIDENT OF

LEGION PARK DEVELOPMENT "CO.", A FLORIDA CORPORATION, who on behalf of the corporation. He/she has his/her drivers license and who did/did not take an oath.



D. Michael Chesser
Notary Public
D. Michael Chesser
(print or type name)

This Instrument was prepared by:
D. Michael Chesser, Attorney
Chesser, Wingard, Barr, Whitney
Flowers and Fleet, P.A.
1201 Eglin Parkway
Shalimar, Florida 32579



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