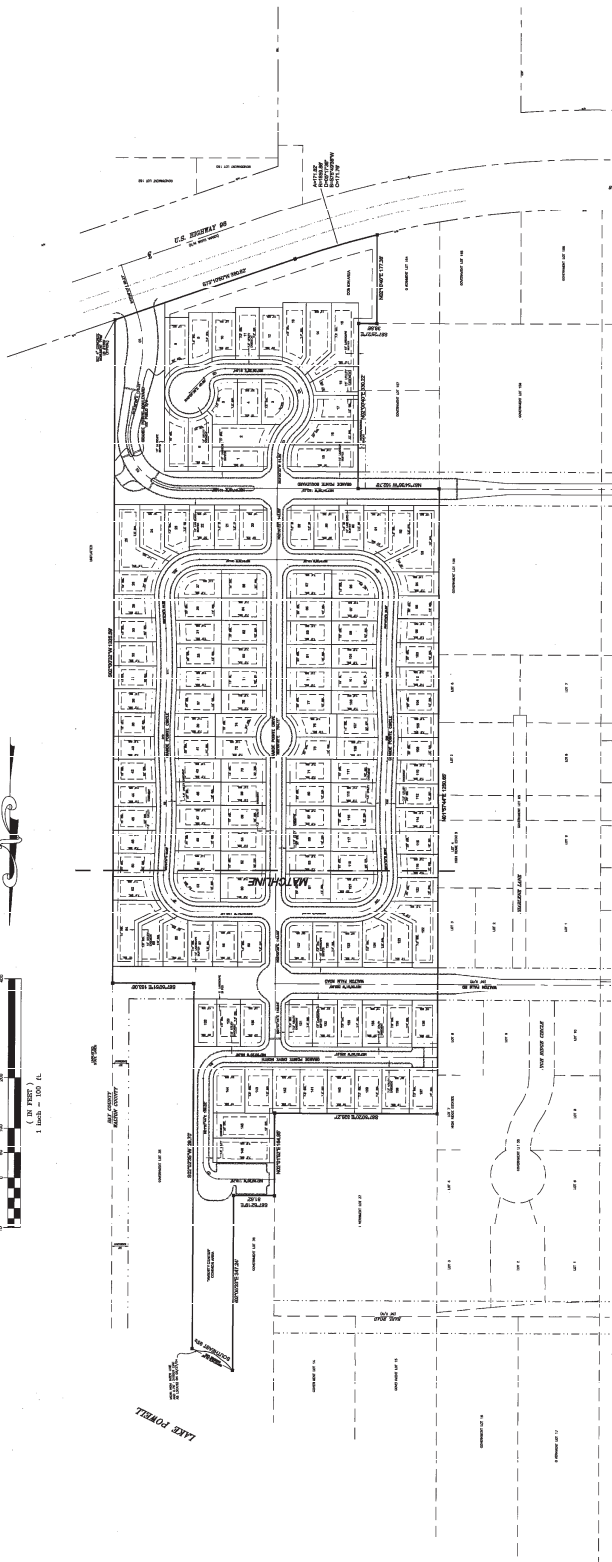


PLAT BOOK 16, PAGE 13A

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL REPRESENTATIVE OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT HAVE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SHEET INDEX:

- 1.) DEDICATION AND CERTIFICATE SHEET
2.) OVERALL PLAT BOUNDARY
3.) PLAT BOUNDARY INFORMATION
4.) PLAT BOUNDARY INFORMATION
5.) PLAT BOUNDARY INFORMATION TABLES



PURSUANT TO FLORIDA STATUTES CHAPTER 177.001 (3) ALL PUBLIC AREAS SHOWN ON THIS MAP SHALL BE CONSIDERED TO BE OPEN TO THE PUBLIC. NO ACT OF CONSTRUCTION OR MAINTENANCE SHALL BE DEEMED TO HAVE BEEN DEVISED TO THE PUBLIC FOR THE USES AND PURPOSES HEREIN STATED, HOWEVER, NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT ANY ACT OF CONSTRUCTION OR MAINTENANCE WITHIN SUCH DESIGNATED AREAS, EXCEPT WHEN THE OBLIGATION IS VOLUNTARILY ASSUMED BY THE STATE OF FLORIDA OR ANY COUNTY OF FLORIDA. THE ABOVE RECORDING OF THIS MAP DOES NOT CONSTITUTE ACCEPTANCE FOR ANY ACT OF CONSTRUCTION OR MAINTENANCE.

R/W = RIGHT-OF-WAY
CM = CONCRETE MONUMENT
NO. OR # = NUMBER
TYP. = TYPICAL

- (R) = RACIAL
(D) = DEGREES
(M) = MINUTES OR FEET
(S) = SECONDS
L.B. = LAND SURVEYING BUSINESS
P.B. = PLAT BOOK
O.R. = OFFICIAL RECORDS
PG. = PAGE
PRM = PERMANENT REFERENCE MONUMENT
P.C.P. = PERMANENT CONTROL POINT
BSL = BUILDING SETBACK LINE
N = NORTH
S = SOUTH
E = EAST
W = WEST

LEGEND.

- SET NUL AND DISC (I.D. # 7245)
- SET CAPPED IRON ROD (I.B. # 7246)
- PERMANENT REFERENCE MONUMENT, SET (P.R.M.)
(4" x 4" CONCRETE MONUMENT, I.B. #7245)
- PERMANENT REFERENCE MONUMENT, FOUND (P.R.M.)
(4" x 4" CONCRETE MONUMENT, I.B. # 7274)

CT = CURVE & LETTER TO CURVE TABLE
LT = LINE & NUMBER TO LINE TABLE

[illegible]

1. BEARINGS SHOWN HEREON ARE REFERENCE TO THE WRIGHT COUNTY LINE, ADJOINING TO THE STATE ROAD OF WAY MAP NO. 1119724 (S.R. 0. (U.S. 98) FROM 100' TO 327'. (STATE PLANE COORDINATES)
2. ALL LOT LINES DEPICTED HEREON ARE NON-RADIAL (N.R.) UNLESS OTHERWISE NOTED.

THIS PLAT PREPARED BY:
CORE EARTH SURVEYING & MAPPING, L.L.C. - LBR 7310
410 MARION DRIVE
NICEVILLE, FLORIDA 32578
850-659-6147 FAX 850-729-2516

GRANDE POINTE AT INLET PEACH

PLAT BOOK _____, PAGE _____ SHEET 2 OF 5

STORMWATER VOLUME TABLE

LOT #	AREA (SQ. FT.)	PERCENT IMPERVIOUS	STORMWATER VOLUME (CU. FT.)
1	1,000	100	1,000
2	2,000	100	2,000
3	3,000	100	3,000
4	4,000	100	4,000
5	5,000	100	5,000
6	6,000	100	6,000
7	7,000	100	7,000
8	8,000	100	8,000
9	9,000	100	9,000
10	10,000	100	10,000
11	11,000	100	11,000
12	12,000	100	12,000
13	13,000	100	13,000
14	14,000	100	14,000
15	15,000	100	15,000
16	16,000	100	16,000
17	17,000	100	17,000
18	18,000	100	18,000
19	19,000	100	19,000
20	20,000	100	20,000
21	21,000	100	21,000
22	22,000	100	22,000
23	23,000	100	23,000
24	24,000	100	24,000
25	25,000	100	25,000
26	26,000	100	26,000
27	27,000	100	27,000
28	28,000	100	28,000
29	29,000	100	29,000
30	30,000	100	30,000
31	31,000	100	31,000
32	32,000	100	32,000
33	33,000	100	33,000
34	34,000	100	34,000
35	35,000	100	35,000
36	36,000	100	36,000
37	37,000	100	37,000
38	38,000	100	38,000
39	39,000	100	39,000
40	40,000	100	40,000
41	41,000	100	41,000
42	42,000	100	42,000
43	43,000	100	43,000
44	44,000	100	44,000
45	45,000	100	45,000
46	46,000	100	46,000
47	47,000	100	47,000
48	48,000	100	48,000
49	49,000	100	49,000
50	50,000	100	50,000
51	51,000	100	51,000
52	52,000	100	52,000
53	53,000	100	53,000
54	54,000	100	54,000
55	55,000	100	55,000
56	56,000	100	56,000
57	57,000	100	57,000
58	58,000	100	58,000
59	59,000	100	59,000
60	60,000	100	60,000
61	61,000	100	61,000
62	62,000	100	62,000
63	63,000	100	63,000
64	64,000	100	64,000
65	65,000	100	65,000
66	66,000	100	66,000
67	67,000	100	67,000
68	68,000	100	68,000
69	69,000	100	69,000
70	70,000	100	70,000
71	71,000	100	71,000
72	72,000	100	72,000
73	73,000	100	73,000
74	74,000	100	74,000
75	75,000	100	75,000
76	76,000	100	76,000
77	77,000	100	77,000
78	78,000	100	78,000
79	79,000	100	79,000
80	80,000	100	80,000
81	81,000	100	81,000
82	82,000	100	82,000
83	83,000	100	83,000
84	84,000	100	84,000
85	85,000	100	85,000
86	86,000	100	86,000
87	87,000	100	87,000
88	88,000	100	88,000
89	89,000	100	89,000
90	90,000	100	90,000
91	91,000	100	91,000
92	92,000	100	92,000
93	93,000	100	93,000
94	94,000	100	94,000
95	95,000	100	95,000
96	96,000	100	96,000
97	97,000	100	97,000
98	98,000	100	98,000
99	99,000	100	99,000
100	100,000	100	100,000

GRANDE POINTE AT INLET BEACH

A SUBDIVISION SITUATED IN
SECTION 36, TOWNSHIP 3 SOUTH, RANGE 18 WES*,
WALTON COUNTY, FLORIDA.

- SHEET INDEX:**
- 1.) DEDICATION AND CERTIFICATE SHEET
 - 2.) OVERALL PLAT BOUNDARY
 - 3.) PLAT BOUNDARY INFORMATION
 - 4.) PLAT BOUNDARY INFORMATION
 - 5.) PLAT BOUNDARY INFORMATION TABLES

LINE TABLE		
LINE	LENGTH	BEARING
1	1.14	N 89° 51' 11" E
2	2.14	S 89° 51' 11" E
3	3.14	N 89° 51' 11" E
4	4.14	S 89° 51' 11" E
5	5.14	N 89° 51' 11" E
6	6.14	S 89° 51' 11" E
7	7.14	N 89° 51' 11" E
8	8.14	S 89° 51' 11" E
9	9.14	N 89° 51' 11" E
10	10.14	S 89° 51' 11" E

CURVE TABLE		
CURVE	LENGTH	BEARING
C1	1.14	N 89° 51' 11" E
C2	2.14	S 89° 51' 11" E
C3	3.14	N 89° 51' 11" E
C4	4.14	S 89° 51' 11" E
C5	5.14	N 89° 51' 11" E
C6	6.14	S 89° 51' 11" E
C7	7.14	N 89° 51' 11" E
C8	8.14	S 89° 51' 11" E
C9	9.14	N 89° 51' 11" E
C10	10.14	S 89° 51' 11" E
C11	11.14	N 89° 51' 11" E
C12	12.14	S 89° 51' 11" E
C13	13.14	N 89° 51' 11" E
C14	14.14	S 89° 51' 11" E
C15	15.14	N 89° 51' 11" E
C16	16.14	S 89° 51' 11" E
C17	17.14	N 89° 51' 11" E
C18	18.14	S 89° 51' 11" E
C19	19.14	N 89° 51' 11" E
C20	20.14	S 89° 51' 11" E
C21	21.14	N 89° 51' 11" E
C22	22.14	S 89° 51' 11" E
C23	23.14	N 89° 51' 11" E
C24	24.14	S 89° 51' 11" E
C25	25.14	N 89° 51' 11" E
C26	26.14	S 89° 51' 11" E
C27	27.14	N 89° 51' 11" E
C28	28.14	S 89° 51' 11" E
C29	29.14	N 89° 51' 11" E
C30	30.14	S 89° 51' 11" E
C31	31.14	N 89° 51' 11" E
C32	32.14	S 89° 51' 11" E
C33	33.14	N 89° 51' 11" E
C34	34.14	S 89° 51' 11" E
C35	35.14	N 89° 51' 11" E
C36	36.14	S 89° 51' 11" E
C37	37.14	N 89° 51' 11" E
C38	38.14	S 89° 51' 11" E
C39	39.14	N 89° 51' 11" E
C40	40.14	S 89° 51' 11" E
C41	41.14	N 89° 51' 11" E
C42	42.14	S 89° 51' 11" E
C43	43.14	N 89° 51' 11" E
C44	44.14	S 89° 51' 11" E
C45	45.14	N 89° 51' 11" E
C46	46.14	S 89° 51' 11" E
C47	47.14	N 89° 51' 11" E
C48	48.14	S 89° 51' 11" E
C49	49.14	N 89° 51' 11" E
C50	50.14	S 89° 51' 11" E
C51	51.14	N 89° 51' 11" E
C52	52.14	S 89° 51' 11" E
C53	53.14	N 89° 51' 11" E
C54	54.14	S 89° 51' 11" E
C55	55.14	N 89° 51' 11" E
C56	56.14	S 89° 51' 11" E
C57	57.14	N 89° 51' 11" E
C58	58.14	S 89° 51' 11" E
C59	59.14	N 89° 51' 11" E
C60	60.14	S 89° 51' 11" E
C61	61.14	N 89° 51' 11" E
C62	62.14	S 89° 51' 11" E
C63	63.14	N 89° 51' 11" E
C64	64.14	S 89° 51' 11" E
C65	65.14	N 89° 51' 11" E
C66	66.14	S 89° 51' 11" E
C67	67.14	N 89° 51' 11" E
C68	68.14	S 89° 51' 11" E
C69	69.14	N 89° 51' 11" E
C70	70.14	S 89° 51' 11" E
C71	71.14	N 89° 51' 11" E
C72	72.14	S 89° 51' 11" E
C73	73.14	N 89° 51' 11" E
C74	74.14	S 89° 51' 11" E
C75	75.14	N 89° 51' 11" E
C76	76.14	S 89° 51' 11" E
C77	77.14	N 89° 51' 11" E
C78	78.14	S 89° 51' 11" E
C79	79.14	N 89° 51' 11" E
C80	80.14	S 89° 51' 11" E
C81	81.14	N 89° 51' 11" E
C82	82.14	S 89° 51' 11" E
C83	83.14	N 89° 51' 11" E
C84	84.14	S 89° 51' 11" E
C85	85.14	N 89° 51' 11" E
C86	86.14	S 89° 51' 11" E
C87	87.14	N 89° 51' 11" E
C88	88.14	S 89° 51' 11" E
C89	89.14	N 89° 51' 11" E
C90	90.14	S 89° 51' 11" E
C91	91.14	N 89° 51' 11" E
C92	92.14	S 89° 51' 11" E
C93	93.14	N 89° 51' 11" E
C94	94.14	S 89° 51' 11" E
C95	95.14	N 89° 51' 11" E
C96	96.14	S 89° 51' 11" E
C97	97.14	N 89° 51' 11" E
C98	98.14	S 89° 51' 11" E
C99	99.14	N 89° 51' 11" E
C100	100.14	S 89° 51' 11" E

CURVE TABLE				
SERVE	LENGTH	DELTA	CHORD	BEARING
C1	1.14	105.00	105.00	N 89° 51' 11" E
C2	1.14	105.00	105.00	S 89° 51' 11" E
C3	1.14	105.00	105.00	N 89° 51' 11" E
C4	1.14	105.00	105.00	S 89° 51' 11" E
C5	1.14	105.00	105.00	N 89° 51' 11" E
C6	1.14	105.00	105.00	S 89° 51' 11" E
C7	1.14	105.00	105.00	N 89° 51' 11" E
C8	1.14	105.00	105.00	S 89° 51' 11" E
C9	1.14	105.00	105.00	N 89° 51' 11" E
C10	1.14	105.00	105.00	S 89° 51' 11" E
C11	1.14	105.00	105.00	N 89° 51' 11" E
C12	1.14	105.00	105.00	S 89° 51' 11" E
C13	1.14	105.00	105.00	N 89° 51' 11" E
C14	1.14	105.00	105.00	S 89° 51' 11" E
C15	1.14	105.00	105.00	N 89° 51' 11" E
C16	1.14	105.00	105.00	S 89° 51' 11" E
C17	1.14	105.00	105.00	N 89° 51' 11" E
C18	1.14	105.00	105.00	S 89° 51' 11" E
C19	1.14	105.00	105.00	N 89° 51' 11" E
C20	1.14	105.00	105.00	S 89° 51' 11" E
C21	1.14	105.00	105.00	N 89° 51' 11" E
C22	1.14	105.00	105.00	S 89° 51' 11" E
C23	1.14	105.00	105.00	N 89° 51' 11" E
C24	1.14	105.00	105.00	S 89° 51' 11" E
C25	1.14	105.00	105.00	N 89° 51' 11" E
C26	1.14	105.00	105.00	S 89° 51' 11" E
C27	1.14	105.00	105.00	N 89° 51' 11" E
C28	1.14	105.00	105.00	S 89° 51' 11" E
C29	1.14	105.00	105.00	N 89° 51' 11" E
C30	1.14	105.00	105.00	S 89° 51' 11" E
C31	1.14	105.00	105.00	N 89° 51' 11" E
C32	1.14	105.00	105.00	S 89° 51' 11" E
C33	1.14	105.00	105.00	N 89° 51' 11" E
C34	1.14	105.00	105.00	S 89° 51' 11" E
C35	1.14	105.00	105.00	N 89° 51' 11" E
C36	1.14	105.00	105.00	S 89° 51' 11" E
C37	1.14	105.00	105.00	N 89° 51' 11" E
C38	1.14	105.00	105.00	S 89° 51' 11" E
C39	1.14	105.00	105.00	N 89° 51' 11" E
C40	1.14	105.00	105.00	S 89° 51' 11" E
C41	1.14	105.00	105.00	N 89° 51' 11" E
C42	1.14	105.00	105.00	S 89° 51' 11" E
C43	1.14	105.00	105.00	N 89° 51' 11" E
C44	1.14	105.00	105.00	S 89° 51' 11" E
C45	1.14	105.00	105.00	N 89° 51' 11" E
C46	1.14	105.00	105.00	S 89° 51' 11" E
C47	1.14	105.00	105.00	N 89° 51' 11" E
C48	1.14	105.00	105.00	S 89° 51' 11" E
C49	1.14	105.00	105.00	N 89° 51' 11" E
C50	1.14	105.00	105.00	S 89° 51' 11" E
C51	1.14	105.00	105.00	N 89° 51' 11" E
C52	1.14	105.00	105.00	S 89° 51' 11" E
C53	1.14	105.00	105.00	N 89° 51' 11" E
C54	1.14	105.00	105.00	S 89° 51' 11" E
C55	1.14	105.00	105.00	N 89° 51' 11" E
C56	1.14	105.00	105.00	S 89° 51' 11" E
C57	1.14	105.00	105.00	N 89° 51' 11" E
C58	1.14	105.00	105.00	S 89° 51' 11" E
C59	1.14	105.00	105.00	N 89° 51' 11" E
C60	1.14	105.00	105.00	S 89° 51' 11" E
C61	1.14	105.00	105.00	N 89° 51' 11" E
C62	1.14	105.00	105.00	S 89° 51' 11" E
C63	1.14	105.00	105.00	N 89° 51' 11" E
C64	1.14	105.00	105.00	S 89° 51' 11" E
C65	1.14	105.00	105.00	N 89° 51' 11" E
C66	1.14	105.00	105.00	S 89° 51' 11" E
C67	1.14	105.00	105.00	N 89° 51' 11" E
C68	1.14	105.00	105.00	S 89° 51' 11" E
C69	1.14	105.00	105.00	N 89° 51' 11" E
C70	1.14	105.00	105.00	S 89° 51' 11" E
C71	1.14	105.00	105.00	N 89° 51' 11" E
C72	1.14	105.00	105.00	S 89° 51' 11" E
C73	1.14	105.00	105.00	N 89° 51' 11" E
C74	1.14	105.00	105.00	S 89° 51' 11" E
C75	1.14	105.00	105.00	N 89° 51' 11" E
C76	1.14	105.00	105.00	S 89° 51' 11" E
C77	1.14	105.00	105.00	N 89° 51' 11" E
C78	1.14	105.00	105.00	S 89° 51' 11" E
C79	1.14	105.00	105.00	N 89° 51' 11" E
C80	1.14	105.00	105.00	S 89° 51' 11" E
C81	1.14	105.00	105.00	N 89° 51' 11" E
C82	1.14	105.00	105.00	S 89° 51' 11" E
C83	1.14	105.00	105.00	N 89° 51' 11" E
C84	1.14	105.00	105.00	S 89° 51' 11" E
C85	1.14	105.00	105.00	N 89° 51' 11" E
C86	1.14	105.00	105.00	S 89° 51' 11" E
C87	1.14	105.00	105.00	N 89° 51' 11" E
C88	1.14	105.00	105.00	S 89° 51' 11" E
C89	1.14	105.00	105.00	N 89° 51' 11" E
C90	1.14	105.00	105.00	S 89° 51' 11" E
C91	1.14	105.00	105.00	N 89° 51' 11" E
C92	1.14	105.00	105.00	S 89° 51' 11" E
C93	1.14	105.00	105.00	N 89° 51' 11" E
C94	1.14	105.00	105.00	S 89° 51' 11" E
C95	1.14	105.00	105.00	N 89° 51' 11" E
C96	1.14	105.00	105.00	S 89° 51' 11" E
C97	1.14	105.00	105.00	N 89° 51' 11" E
C98	1.14	105.00	105.00	S 89° 51' 11" E
C99	1.14	105.00	105.00	N 89° 51' 11" E
C100	1.14	105.00	105.00	S 89° 51' 11" E

This Instrument Prepared by:
Lori Ellen Ward, Esq.
Matthews & Hawkins, P.A.
4475 Legendary Drive
Destin, Florida 32541
(850) 837-3662

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR GRANDE POINTE AT INLET BEACH

This Declaration of Covenants, Conditions, Restrictions and Easements for Grande Pointe at Inlet Beach, is made on the 16 day of June, 2005, by Grande Pointe Developers, L.L.C., a Florida limited liability company ("Declarant").

STATEMENT OF PURPOSE

A. Declarant is the owner of all the property shown on the subdivision plat for Grande Pointe at Inlet Beach, recorded at Plat Book 16, Pages 75 through 75D, of the Public Records of Walton County, Florida, a copy of which is attached hereto as Exhibit A.

B. The lots within Grande Pointe will be used for "residential" purposes as determined by Declarant and the Architectural Review Committee from time to time, and also as defined herein. The easements within Grande Pointe will be used by the various utility providers to furnish services to the neighborhood. The common areas will be transferred to a nonprofit Florida corporation formed or to be formed by Declarant, which corporation will own such areas for the benefit of the lot owners in Grande Pointe.

NOW THEREFORE, Declarant hereby establishes this Declaration of Covenants, Conditions, Restrictions, and Easements for Grande Pointe at Inlet Beach, which will run with the land and be binding on and inure to the benefit of every owner of property within Grande Pointe at Inlet Beach.

ARTICLE I - DEFINITIONS

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms also may be defined the first time they appear.

1.1 "Articles" means the Articles of Incorporation of the Grande Pointe Homeowners Association, Inc. (hereafter "Association"), filed with the Secretary of State of Florida, as amended from time to time.

1.2 "Assessments" means, collectively, the following charges:

(a) "General Assessment" means the amount charged to each Member to meet the Association's annual budgeted expenses.

(b) "Individual Lot Assessment" means an amount charged to a Member's individual Lot for any charges particular to that Lot.

(c) "Special Assessment" means a charge to each Member for capital improvements or emergency expenses.

1.3 "Board" means the Board of Directors of the Association.

1.4 "Building Restrictions and Design Requirements" refer to Declarant's initial requirements for structures allowed by Owners to be constructed on the lots, and subsequent amendments thereto.

1.5 "Bylaws" means the Bylaws of the Association.

1.6 "Grande Pointe" refers to Grande Pointe at Inlet Beach, the plat of which is recorded at Plat Book 16, Pages 75-75D, of the Public Records of Walton County.

1.7 "Common Property" means those tracts of land that are (i) deeded to the Association and designated in the deed as Common Property, or (ii) labeled as a Common Area on the Plat. The term "Common Property" also means any personal property appurtenant to any real property owned by the Association or acquired by the Association if the personal property is designated as such in the bill of sale or other instrument conveying it. "Common Property" does not mean any area that is (i) dedicated in the plat to the county or municipal government or other party other than the Association, or (ii) sold or dedicated by the Association.

1.8 "Association" means the Association for Grande Pointe Homeowners Association, Inc., a Florida nonprofit corporation, its successors and assigns, formed or to be formed by Declarant.

1.9 "Declarant" means Grande Pointe Developers, L.L.C., and its successors and assigns. Declarant also may be an Owner. The various rights of Declarant under this Declaration may be separated and assigned to different parties and, if so assigned, each assignee will be considered "Declarant" as to the specific rights so assigned. Declarant may collaterally assign its rights as Declarant by mortgage or other instrument, and such assignees may elect to either exercise the assigned rights or designate another party to exercise such rights if such assignees succeed to Declarant's interest in Grande Pointe or any portion thereof.

1.10 "Declaration" means this Declaration of Covenants, Conditions, Restrictions, and Easements for Grande Pointe and all supplements and amendments to this Declaration.

1.11 "Drainage System" means all drainage easements and rights of way, lakes, ponds, water management tracts, drainage facilities, conservation districts, conservation areas, and buffer zones, as shown on the Plat. The "Drainage System" also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; or

(ii) prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the Drainage System as permitted pursuant to the Florida Administrative Code. Each Lot is also a part of the "Drainage System", as more particularly set forth in this Declaration.

1.12 "Residential" means those types of living arrangements where one or more individuals reside in a single family home environment. "Residential" shall not include business or commercial purposes.

1.13 "Lot" means any lot shown on a Plat along with any improvements constructed on the Lot.

1.14 "Member" means a member of the Association. Each Owner is also a Member. There are two classes of Members as defined in Article VII.

1.15 "Mortgagee" means any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes, but is not limited to, a bank, a savings and loan association, a mortgage lending company, an insurance company, a credit union, and the Federal National Mortgage Association or similar agency.

1.16 "Owner" means the record owner, whether that be one or more persons or entities, of (i) the fee simple title to any Lot, or (ii) a life estate in any Lot. "Owner" does not mean a Mortgagee.

1.17 "Plat" means the plat of Grande Pointe and the plats of any additional land annexed to and made part of Grande Pointe, from time to time.

1.18 "Public Records" means and refers to the Official Public Records of Walton County, Florida.

1.19 "Rules" means the rules governing the use of the Common Property originally enacted by Declarant and revised from time to time by the Association. The procedures regarding the Rules are set forth in Paragraph 5.6.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION

This article describes the real property of which Grande Pointe will initially be comprised, and provides the method by which additional property may be added.

2.1 Initial Property. The property initially subject to this Declaration consists of the all property shown on the Plat of Grande Pointe.

2.2 Annexation of Additional Property.

(a) Parties Authorized to Annex Property. Additional property may be annexed by the following parties:

(i) By Declarant. Unless waived by recorded instrument, Declarant will have the right, but not the obligation, from time to time in its sole discretion, to annex any property to Grande Pointe, if such property is adjacent to or abuts any property shown on the Plat. In determining whether the property to be annexed is adjacent to or abuts the property shown on the Plat, Declarant may disregard any roads that are situated between the property shown on the Plat and the property to be annexed.

(ii) By Association. Additional property may be annexed to Grande Pointe by the Association, pursuant to the same requirements as 2.2 (a) (i), but only after the termination of the Class B Membership. A two-third (2/3) vote of all Owners entitled to vote is required for the Association to annex additional property.

(b) Procedure. The party effecting the annexation shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed by either Declarant, its assigns, or the president of the Association. The Supplemental Declaration shall contain the legal description of the property being annexed. The Supplemental Declaration may contain special provisions applicable to the property being annexed. These special provisions may limit the applicability of specific covenants, restrictions, and easements contained in this Declaration to the annexed property or may impose additional or different covenants, conditions, or restrictions to reflect the different character of the property being annexed. The party making the Supplemental Declaration will have sole discretion to determine the special provisions to be contained in the Supplemental Declaration; however, no special provisions may be included that exempt the owners of the property being annexed from equitably sharing in common expenses. Upon recording the Supplemental Declaration, the annexed property will become part of Grande Pointe.

2.3 Further Subdivision or Replat of Lots. Owners (other than Declarant) may not subdivide or separate any Lot into smaller lots; however, this shall not prohibit corrective deeds or similar corrective instruments. An Owner may, by recording an instrument to that effect in the Public Records, combine no more than two Lots for a single residential site, whereupon the combined property will be deemed to be a single Lot for all purposes except for calculation of Assessments, for which purpose the combined Lot shall pay twice the Assessments of a single Lot. Declarant shall have the right to modify the Plat to make adjustments to Lot boundary lines if the Owners of the affected Lots consent. Declarant may make other adjustments to the Plat if Owners are not materially affected or if all Owners who will be materially affected consent to the modification. Owners shall not unreasonably withhold their consent to an adjustment, and consent will be deemed given if an Owner does not object in writing to a request for the Owner's consent. Declarant also may replat a Lot or Lots to Common Property, to roadway, or to other legal purpose, without the consent of the other Owners, whereupon such replatted Lot or Lots will no longer be deemed a "Lot." Declarant also may establish additional easements on a Lot or

Lots without the consent of the other Owners.

ARTICLE III - ARCHITECTURAL REVIEW AND CONSTRUCTION REQUIREMENTS

To ensure that the residential buildings within Grande Pointe are harmonious, Declarant will create an Architectural Review Committee to approve all construction. Although certain requirements are specified herein, and in the Building Restrictions and Design Requirements, the Architectural Review Committee will not be limited to the specific requirements but rather will have broad discretion.

3.1 Architectural Review Committee.

(a) Composition. The Architectural Review Committee will consist of a single person or a committee of persons selected by Declarant. Declarant may temporarily delegate this right to appoint members or may assign this right by written instrument recorded in the Public Records. Member(s) of the Architectural Review Committee will serve at the pleasure of the entity entitled to select the member(s) and may be replaced at any time. If Declarant (or assignee) fails to appoint at least one person to the Architectural Review Committee and such vacancy continues for 30 days after the Association gives written notice to Declarant (or assignee) of such vacancy, the Association will have the right to appoint the member(s) of the Architectural Review Committee until such time as Declarant (or assignee) exercises its right of appointment.

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

3.2 Architectural Review Procedure.

(a) Construction Subject to Review. All construction, improvements, remodeling, or modification on or to a Lot, except interior alterations not affecting the external appearance of the Lot or improvements on a Lot, must be approved in advance by the Architectural Review Committee. This specifically includes, but is not limited to, painting or other alteration of a building (including doors, windows, and trim); replacement of roof or other parts of a building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels, or other devices; construction of fountains; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; addition of window coverings; and initial landscaping and any material alteration of landscaping. This right is general and is not limited to the specific items listed in this Paragraph or in Paragraph 3.4. Construction effected by or on behalf of Declarant will not be subject to approval by the Architectural Review Committee.

(b) Application. Three sets of the plans shall be submitted for approval and shall include:

- (i) The construction plans and specifications, including all proposed clearing and landscaping;
- (ii) elevations of all proposed improvements. Elevations shall be drawn at 1/4" scale. All exterior views of the dwelling must be shown and all exterior elevations of amenities such as walls, fountains, built up planters, etc. shall be shown;
- (iii) a lot survey showing current improvements;
- (iv) Dimension Site Plan. This drawing shall show setbacks and all planned improvements, gates, fountains, etc.;
- (v) Foundation and Framing Plan. Plans to be drawn at 1/4" scale and in conformity with all Walton County and the State of Florida codes;
- (vi) Floor Plans. Floor plans to be drawn 1/4" scale, containing all information necessary for construction;
- (vii) Details. Drawings shall show exterior trim, window and door details, railings, planter construction, side walls and fences, and all other exterior amenities; and
- (viii) such other items as the Architectural Review Committee requires.

No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with the submitted plans. Any modification to the approved plans must also be reviewed and approved by the Architectural Review Committee.

(c) Basis for Decision. The Architectural Review Committee, in making its decisions, may consider purely aesthetic matters that in the sole opinion of the Architectural Review Committee will affect the desirability or suitability of the construction. The Architectural Review Committee will not be limited to the specific restrictions and requirements of this Article in making its decisions.

(d) Application Fee; Deposit. The Architectural Review Committee may establish procedures for the review of applications, and impose a reasonable fee to be paid by the applicant. The fee shall initially be set at Five Hundred Dollars (\$500.00). The Architectural Review Committee also may require an applicant to post a security deposit to ensure that all work is effected only in accordance with approved plans. The Architectural Review Committee may retain the security deposit until all work has been completed in accordance with the

approved plans.

(e) Notification of Approval. The Architectural Review Committee must notify an applicant in writing of its decision within 30 days of receiving a completed application. If approval or disapproval is not given within 30 days after submission of a completed application, the application will be deemed approved unless the applicant agrees to an extension.

(f) Enforcement. If any construction or modification is undertaken that has not been approved or that deviates substantially from the approved plans, Declarant, or the party delegated or assigned Declarant's right to appoint the Architectural Review Committee, may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorneys fees at trial or on appeal. Any such action also shall determine entitlement to any retained security deposit. At such time as Declarant (and its affiliates) owns no Lots within Grande Pointe, each Owner will have the right to enforce these provisions. The failure to strictly enforce these provisions as to a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.

3.3 Liability. The Architectural Review Committee and Declarant will not be liable to the applicant or to any other party to ensure that the proposed plans comply to any applicable building codes, for inadequacy or deficiency in the plans resulting in defects in the improvements, or to ensure that construction was done in accordance with the plans.

3.4 Specific Restrictions and Requirements. The following restrictions and requirements shall apply to the Lots and to structures constructed thereon; however, the Architectural Review Committee will not be limited to these items when reviewing plans and will have broad discretion in the interpretation of these restrictions.

(a) Commercial Building. No building may be erected, placed, or permitted to remain on any Lot for business or commercial purposes. However, this shall not preclude Declarant from annexing additional property which may be designated for commercial or business uses.

(b) Building Restriction Lines. No dwelling shall be located nearer to the streets or adjacent Lots than the applicable building setback requirements on the applicable Plat, or if not specified on the Plat, of the applicable government regulation.

(c) Exterior Color and Materials. The color and materials of all exterior surfaces will be subject to approval of the Architectural Review Committee. The Architectural Review Committee may promulgate a list of approved colors and materials for this purpose. This restriction includes, but is not limited to, roofs, window tints and films.

(d) Non-Interference With Easements. No structure, planting, or other material may be placed or permitted to remain on a Lot if it may damage or interfere with the installation or maintenance of any entry way, hedge, planting, tree, grass, fence, or other improvement or

landscaping, or with maintenance or repair of the Drainage System or of any improvement located within the Common Property or any drainage easement. Any easement area located on a Lot and all improvements on an easement area shall be maintained by the Owner of the Lot whereon the easement area lies, except for those easement areas the maintenance of which is the responsibility of a public authority, utility, or the Association. In any event, an Owner may not interfere with the maintenance of an easement area on the Owner's Lot by the party responsible for maintaining the same. This provision may be enforced by any person or party benefitting from the easements or responsible for the maintenance of them.

(e) Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone, and cable must be run underground from the connecting point therefrom to the building in such a manner as is acceptable to the respective utility authority or company and the Architectural Review Committee. In accordance with Declarant's agreement with Gulf Power, all electric service within Grande Pointe shall be underground electric service, and no electric service shall be overhead, except where Gulf Power determines it is necessary based on its sole discretion.

(f) Mailboxes. No mailboxes, paper boxes, or other receptacles of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or permitted within Grande Pointe. All mail shall be delivered to a centralized mail location, constructed in accordance with U.S. Postal Service regulations and each Lot shall have the use of one mail receptacle within such centralized location. The Association shall be responsible for assignment of mail receptacles as well as maintenance and repair of the centralized mail location and facilities located thereon.

(g) Signs. No sign of any kind shall be displayed to general view on any Lot except under any of the following circumstances:

(i) Directional or traffic signs may be installed by the appropriate governmental authority, by Declarant, or by the Board, and entrance or other identification signs may be installed by or with the consent of the Architectural Review Committee; and

(ii) Declarant may display signs for the sale of Lots, homes, and promotion of the subdivision and for any other purpose Declarant, in its sole discretion, deems necessary or appropriate; and

(iii) One "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the agent for such Owner, provided that all such signs must first be approved by the Architectural Review Committee, which may establish uniform guidelines for such signs within Grande Pointe; and

(iv) One "For Rent" sign not more than two square feet (as measured on each side of the sign) may be displayed from the interior of a dwelling on a Lot by the Owner or the agent for such Owner, provided that all such signs must first be approved by the Architectural Review Committee, which may establish uniform guidelines for such signs within

Grande Pointe.

(h) **Fences.** No fences, except as may be required by law or government regulation, may be erected on any Lot without prior written approval of the Architectural Review Committee. The Architectural Review Committee may specify the height, location, and material as conditions of any approval, provided that fences commonly known as "chain-link" or "hurricane fences" or any fence similar to same are strictly prohibited and shall not be permitted by the Architectural Review Committee under any circumstances. The Architectural Review Committee will select a single color or other finish for all fences in order to maintain a uniform appearance throughout Grande Pointe. Fences shall be located only where indicated on plans approved by the Architectural Review Committee but, generally, will be permitted only in the rear yard of a Lot. If the front of the dwelling is irregular in design, the Architectural Review Committee will determine the setback requirement for the fences. These restrictions will not apply to fences constructed by Declarant.

(i) **Manufactured Homes.** No manufactured homes, trailers or modular homes shall be permitted in Grande Pointe.

(j) **Minimum Square Footage.** No dwelling or residence in Grande Pointe shall be permitted upon any Lot which does not have a total minimum square footage of no less than 1,450 square feet for the main structure, excluding carport, garage, unheated or uncooled utility area and unheated or uncooled storage area. In the event that two Lots have been combined for a single residential site, then the dwelling or residence constructed on such combined Lot shall not contain less than a minimum of 2,500 square feet, excluding carport, garage, unheated or uncooled utility area and unheated or uncooled storage area.

(k) **Sidewalks.** All sidewalks as shown on the Plat shall be constructed by the Owner of the Lot on or adjacent to which such sidewalk is located, with such sidewalk to be completed no later than the issuance of the certificate of occupancy for the residence being constructed on such Owner's Lot in accordance with the requirements and specifications of Walton County as well as the Architectural Review Committee. Once constructed, such sidewalks shall become part of the Common Property and shall be maintained and repaired by the Association.

3.5 **Temporary Structures.** No structure of a temporary nature, whether a trailer, tent, shack, garage, barn, or any other such building, is permitted on a Lot. This restriction excludes temporary buildings used in connection with and during the construction of a building if approved by the Architectural Review Committee.

3.6 **Completion of Construction and Repairs.** The improvement of a Lot and the construction, repair, or remodeling of any improvement must be diligently and continuously pursued once begun and, in any event, promptly completed within one (1) year after commencement of work. The Architectural Review Committee may, as a condition of approval, impose a deadline to complete construction. In addition to any other remedies, the Architectural Review Committee may impose a fine for each day of violation for work that is not diligently

pursued, continued, and completed.

3.7 Sales Offices. Notwithstanding anything in this Declaration to the contrary, Declarant and parties approved by Declarant may construct and maintain sales offices and sales trailers, together with a sign or signs relating thereto, on a Lot or Lots or on any other property within Grande Pointe until such time as all of the Lots are sold.

3.8 Destruction or Damage to Subdivision Improvements. Owners will be responsible for any and all damage caused to Common Property or subdivision improvements, including, but not limited to, curbs, gutters, water hydrants, sidewalks, power poles, or fences erected by anyone, whether such damage is caused by the Owner or the Owner's employees, agents, invitees, guests, contractors, or subcontractors. Any liability incurred under this provision will be both a personal obligation and an Individual Lot Assessment on such Owner's Lot.

3.9 Landscaping. Landscaping shall be kept up to code as set forth in the Architectural Review Committee guidelines.

3.10 Conversion of Lots to Other Uses. Notwithstanding anything herein to the contrary, Declarant reserves the right to (i) use any Lot owned by it for the purpose of ingress and egress to any adjoining property, and (ii) cause any Lot to be platted as a right of way. Declarant also reserves the right to impose additional easements on any Lot owned by Declarant.

3.11 Repurchase Rights of Declarant. It is the intention of the Declarant that all Owners meet certain deadlines for commencement and completion of construction in accordance with the terms of this Declaration. To facilitate enforcement of those deadlines, the Declarant hereby imposes the following covenants on each Lot within Grande Pointe :

Declarant may, in the exercise of its discretion, elect to repurchase a Lot in the event that (a) construction of a single family home is not commenced on the Lot within 48 months after the date of recording by Declarant of a Memorandum of Agreement (a "Repurchase Memo", which shall be in substantially the form which is attached hereto as Exhibit B) in the public records of Walton County, Florida; (b) the Owner of the Lot is adjudicated as bankrupt, makes an assignment for the benefit of creditors, becomes insolvent or reorganizes pursuant to applicable statutes; (c) any improvements on the Lot are not substantially in accordance with plans and specifications approved by the Architectural Review Committee; or (d) the improvements on the Lot are not designed by a licensed architect or engineer. The repurchase price to be paid by Declarant to the Owner of the Lot shall be equal to (i) Ninety percent (90%) of the original purchase price paid by the Owner which purchased the Lot from the Declarant, less (ii) the amount of any mortgages, construction liens, judgment liens and other matters arising on or after the original closing date not satisfied and released by the then-current Owner, less (iii) any sums due from the then-current Owner to Declarant; (iv) less taxes and assessments applicable to taxing authorities. Amounts paid by the then-current Owner for assessments made by the Association for the Lot shall be prorated as of the date of the repurchase deed. If the result of this calculation is a negative amount, the Owner shall promptly pay that deficit to Declarant.

If Declarant elects to exercise its rights to repurchase, any Mortgagee shall be entitled to receive notice of such election if the Mortgagee has given written notice (in accordance with the Repurchase Memo) to Declarant of (a) a copy of the mortgage; and, (b) its name and address. Such Mortgagee may, within ten (10) days after receipt of such notice, elect to assume Owner's obligations hereunder and promptly cure the default and proceed to complete construction in accordance with the approved plans and specifications whereupon Declarant shall be deemed to waive its rights of repurchase as to that specific default, but not as to any future default hereunder. Any such election shall be exercised by such Mortgagee giving written notice thereof to Declarant whereupon the Mortgagee shall execute promptly formal assumption documents, in such form and content as Declarant may reasonably require.

Notwithstanding anything stated herein to the contrary, Declarant's right to repurchase a Lot shall automatically terminate upon the earlier to occur of: (a) 24 months after issuance by the applicable government agency of a certificate of occupancy or written approval of final inspection for a single family residence located on the Lot; or, (b) the fifth (5th) anniversary of the date of recording of the Repurchase Memo applicable to such Lot.

Declarant may assign any of its rights described herein or in any Repurchase Memo in whole or in part to one or more persons or entities. Declarant also reserves the right to modify the form of any Repurchase Memo to satisfy the requirements of any Mortgagee or if deemed reasonably necessary by the Declarant in its reasonable discretion.

ARTICLE IV - USE OF PROPERTY; INDIVIDUAL LOTS

The following restrictions are imposed on the use of the Lots to promote a harmonious neighborhood and limit uses that may be a nuisance to other Owners.

4.1 Business and Commercial Use. No building may be erected on any Lot for business and commercial purposes.

4.2 Further Subdivision. Declarant reserves the right to re-subdivide the Lots; provided, however, no building shall be erected on or allowed to occupy such re-subdivided Lot if the same has an area less than that required by any applicable zoning ordinance. In the event of re-subdivision all provisions in this Declaration will apply to each re-subdivided Lot as if each re-subdivided Lot had been a Lot as originally shown on the Plat.

4.3 Maintenance of Exteriors. Each Owner shall at all times maintain the exterior of all structures on the Owner's Lot and any and all fixtures attached thereto in a sightly manner. If an Owner fails to undertake the necessary repair or maintenance within five days of notice of violation (given by Declarant or the Architectural Review Committee) or fails to complete the work within 15 days of the notice, Declarant or the Association may effect the repairs or maintenance to the Owner's Lot to preserve the beauty, quality, and value of Grande Pointe and the costs of these repairs or maintenance, plus a 15% administrative fee, shall be payable by the Owner to the party effecting the work. If the Owner fails to make this payment within five days

of demand, the costs and fee will constitute an Individual Lot Assessment against the Owner's Lot. If the work was effected by Declarant, the Association will be responsible to pay the requisite costs and fee to Declarant and collect the same from the Owner. Each Owner grants Declarant, the Association, and their respective contractors, employees, and agents a perpetual easement to enter onto the Owner's Lot to carry out the work, and releases those parties from all liability with respect to such work. Additionally, the Association may impose a fine for each day this Paragraph is violated.

4.4 Noxious Vegetation. No Owner may permit the growth of noxious weeds or vegetation on the Owner's Lot or on the land lying between the street and the front Lot line of the Owner's Lot, such area to specifically be maintained by Owner and not the Association. All unimproved areas of a Lot must be maintained in an attractively landscaped and sightly manner. The Association may impose a fine for each day this paragraph is violated.

4.5 Litter, Trash, Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on any Lot except in closed sanitary containers. Trash containers must be kept inside a garage or otherwise hidden from public view. Trash containers may be placed at the front of the Lot on the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

4.6 Nuisances. No Owner may cause or permit unreasonable noises or odors on the Owner's Lot. No Owner may commit or permit any nuisance, any immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to the other Owners or their guests. Soliciting within Grande Pointe is strictly prohibited without the approval of Declarant or the Association.

4.7 Parking. Private passenger motor vehicles and non-commercial trucks and non-commercial vans may be parked on the Lots but must be kept completely on the driveway area of a Lot without blocking the sidewalk. Boats and personal watercraft, including but not limited to jet ski and waverunner type watercraft, and all trailers therefor may not be parked on the Lots. Commercial trucks and commercial vans may only be parked on the driveway area of a Lot when necessary for providing services to an Owner, or for pickup and delivery service, but only while undertaking this activity and never overnight. Recreational vehicles, motor homes, travel trailers, campers, and trailers may be parked on the driveway area of a Lot for up to a total of 48 hours per week for loading and unloading only, but may not be used for dwelling purposes. Repairs to and/or maintenance of any vehicle on the Lots is prohibited.

4.8 Animals/Pets. Common household dogs and cats (not exceeding two of each on any Lot), aquarium fish, small birds in indoor cages and mice, gerbils and hamsters in indoor cages are permitted to be kept on the Lots, but shall not be kept in such number as to be an annoyance to other Owners, their tenants or guests. All owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets on any Lot. Should a pet owner fail to clean up after his pet, the Association shall perform that service and bill the Owner of the Lot on which the pet resides, with a minimum charge of \$25.00 for such service. The charge may be increased by vote of the Board of Directors. The

Association further reserves the right to adopt and enforce additional pet regulations necessary to ensure that pets are not and do not become a nuisance, and demand that an Owner or the tenants or guests of an Owner permanently remove from a Lot any and all pets which create disturbances and annoyances to other Owners, their tenants or guests.

ARTICLE V - COMMON PROPERTY

The Association will own and maintain the Common Property for the benefit of all Members and, when necessary, improve, convey, or lease the property.

5.1 Title to Common Property.

(a) Ownership. The Common Property will be owned by the Association for the benefit of all owners.

(b) Conveyance. The Association is authorized to buy or lease real or personal property to be added to the Common Property. After termination of the Class B Membership, the Association may (with the consent of Declarant) sell or lease any part of the Common Property; however, membership approval is not needed for the Board to sell personal property or to grant easements on real property.

(c) Dedication. If the county or municipal government requests that the Association convey title to or dedicate the Common Property or any portion thereof to the public, the Association will be authorized to make such conveyance or dedication, but only with the approval of the Members. Upon such dedication, all obligations of the Association regarding the property so dedicated will cease except for requirements imposed as a condition of the dedication.

5.2 Maintenance; Management; Contracts.

(a) Association Responsibility. The Association will be responsible for the management, control, maintenance, repair, replacement and improvement of the Common Property and must keep the same attractive, clean, and in good repair in accordance with this Declaration and applicable governmental regulations. This shall include, but not be limited to, water and sewer lines, lift station, and roads.

(b) Management Agreements. The Association may contract with Declarant or any other party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. Management costs will be included within the Assessments. The property manager for the Association, its employees, officers, contractors, and assigns will have the right to use the Common Property without liability for Assessments or other charges, as more particularly specified in the management agreement.

5.3 Capital Improvements. The Association may make capital improvements to the Common Property and may modify the uses of the Common Property.

5.4 Damage or Destruction of Common Property by Owner. If any Owner or any guest, customer, tenant, licensee, agent, employee or family member damages any of the Common Property as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair will be the responsibility of that Owner and will become an Individual Lot Assessment payable by the responsible Owner.

5.5 Compliance with Laws. Lots and the Common Property may be used and must be maintained in accordance with all applicable laws, ordinances, and regulations, including, without limitation, all regulations and requirements of the Water Management District and the Florida Department of Environmental Protection.

5.6 Rules for Use of Common Property. Members will have the right to use the Common Property only in accordance with the terms of the Rules initially made by Declarant and revised from time to time by the Association. The Rules may restrict the time of use, provide limitations on use of the Common Property by a Member's guests and lessees, and provided such fee or charge is uniformly assessed. No Member will be entitled to any rebate or reduction in such Member's Assessments on account of any such restrictions imposed on the Member's use of the Common Property. The Rules will be kept at the offices of the Association and copies will be made available without charge to any Member requesting the same.

5.7 Drainage System Located in Common Property. The Association will be responsible for the maintenance, operation, and repair of such portion of the Drainage System as is located on Common Property. Maintenance means the exercise of practices that allow the system to provide drainage, water storage, conveyance, or other stormwater management capabilities as permitted by the Water Management District and the Florida Department of Environmental Protection. Any repair or reconstruction of the Drainage System shall be as permitted or, if modified, as approved by the Water Management District or the Florida Department of Environmental Protection. Every Owner of a Lot is hereby prohibited from:

- (a) temporarily or permanently filling the Drainage System facilities located underneath the improvements constructed on their Lot with dirt or any type of fill material;
- (b) parking vehicles or storing items under the improvements constructed on their Lot unless such parking or storing does not interfere with the Drainage System located on their Lot; and
- (c) blocking the flow of stormwater into the portion of the Drainage System located on their Lot by construction of walls around the pilings or piers on which improvements are constructed in such a manner as to permanently enclose such pilings or piers.

Every Owner of a Lot who constructs an attached garage shall conform with the "Conceptual Detail of Basin Beneath House and Garage Footprint" as reflected on the Plat. In accordance with guidelines promulgated by and following approval of the Architectural Review Committee, every Owner shall install appropriate siding around the improvements constructed on their Lot

which siding will conceal the pilings or piers supporting such improvements while also allowing stormwater to flow through to the Drainage System located within the Lot. Such siding must be able to be easily removed for inspection and maintenance of the Drainage System under such improvements.

ARTICLE VI - GRANT AND RESERVATION OF EASEMENTS

Every Owner has the benefit of certain easements and the responsibility for others.

6.1 Owners' Easement of Enjoyment of the Common Property. Every Owner will have a right and easement of enjoyment in and to the Common Property, subject to the restrictions imposed in this Declaration or in the Rules. This easement will be appurtenant to and shall pass with title to every Lot. Any Owner, subject to the provisions of this Declaration, the Articles, the Bylaws, and the Rules, may delegate the Owner's right to enjoyment of the Common Property to the Owner's family, tenants and guests.

6.2 Easements in Favor of Declarant and Association. Declarant reserves for itself, its successors and assigns, and for the Association, the following perpetual easements:

(a) Utilities. Easements, for ingress, egress, installation, replacement, repair, and maintenance of all public and private utilities and conveniences, upon all property subject to utility easements as shown on the Plat; across, over, through, and under the Common Property; and five feet in width along the front, rear, and side line of each Lot. This easement shall be automatically deemed abandoned as to the interior side Lot lines if two Lots are combined into a single building site.

(b) Drainage Easement. A blanket non-exclusive easement and right on, over, under and through the ground within Grande Pointe to maintain and correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonable necessary for health, safety or appearance or to comply with governmental requirements. The Declarant or Association, as applicable, shall notify affected Owners (except in an emergency) and shall restore the affected property to its original conditions as nearly as practicable. This easement may be exercised by the Declarant or the Association. Without limiting the generality of the foregoing language, the Owner of each Lot shall maintain in good and operational condition and repair the areas of the Owner's Lot constructed or approved for use as part of the Drainage System. No such area shall be altered and no improvements shall be placed or allowed to be placed or to remain in such areas without the prior written approval of the Architectural Review Committee.

(c) Privacy Fences or Walls. In order to facilitate the construction of a privacy fence, wall, fences, or walls ("Privacy Boundary") along the outside perimeters of the Plat, easements for ingress, egress, installation, replacement, repair, and maintenance of such Privacy Boundary across, over, under and through each and every Lot which has a boundary which is adjacent to an exterior boundary of the Plat and five feet in width along each such exterior Plat boundary on each such Lot for placement of Privacy Boundary. If, in their sole

discretion, the Declarant or the Association determines to construct a Privacy Boundary, then such Privacy Boundary shall be deemed a part of the Common Property, even though located within the boundaries of an Owner's Lot, and the Association shall be responsible for the maintenance and repair of same.

(d) Police Powers; Security. A blanket easement throughout Grande Pointe for police powers and services supplied by the local, state, and federal governments and for any security services that may be provided by the Association.

(e) Construction Easement. An exclusive easement is hereby reserved for the benefit of Declarant, its agents, employees, successors and assigns, for the purposes of completing construction on any existing Lot, and for new construction on any property annexed hereto pursuant to the annexation provisions described in this Declaration.

(f) Future Easements. Declarant reserves the right to impose further restrictions and to grant or dedicate easements and rights of way on any Lot within the Property owned by the Declarant. In addition, Declarant hereby expressly reserves the right to grant easements and rights of way over, under and through the land now or later annexed other than the Lots, so long as the Declarant shall own any portion of Grande Pointe, or property to be annexed.

ARTICLE VII - ASSOCIATION ORGANIZATION

Although Declarant will control the Association during the development stage, the Owners eventually will be responsible for the continuation of the Association.

7.1 Membership. Every Owner is a mandatory Member of the Association. Membership is appurtenant to and may not be separated from title to any Lot.

7.2 Voting Rights. The Association will have two classes of voting membership:

(a) Class A. Class A Members are all Owners of Lots other than Declarant, while Declarant is a Class B Member. Class A Members will be entitled to one vote for each Lot owned.

(b) Class B. The Class B Member is Declarant, which shall be entitled to 10 votes in all matters for each Lot owned by the Class B Member or its affiliates. Declarant may assign its Class B Membership. The Class B Membership will end and be converted to Class A Membership three months after the last to occur of the following events:

(i) The total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;

(ii) All phases of Grande Pointe have been completed and made subject to this Declaration.

Notwithstanding the foregoing, Declarant may choose to become a Class A Member prior to the last to occur of the foregoing events, as evidenced by instrument to such effect, executed by Declarant, which is recorded in the Public Records, in which event the Class B Membership will terminate as of the date specified in such recorded instrument, or the date of recordation of the instrument if no date is specified therein.

7.3 Exercise of Vote. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the number of votes for that Lot will not be increased, and the Members must determine among themselves how the Lot's vote may be exercised. Corporations, partnerships, and other entities must notify the Association of the natural person who will be considered a Member of the Association and be entitled to exercise its vote.

7.4 Board of Directors.

(a) Composition. The Board initially will consist of at least three persons appointed by Declarant. Upon termination of the Class B Membership, the Board will consist of at least three directors, selected in accordance with the Articles and Bylaws.

(b) Classes. Each director will be appointed or elected to one of three classes to be known as Class 1, Class 2 or Class 3. Directors will be elected by class to provide for staggered terms. If the number of directors is increased as permitted by the Bylaws, each new position must be assigned to a class with the intention that each class will have as equal a number of directors as possible under the circumstances.

(c) Term of Office. The initial term for the Class 1 director will be for one year. The initial term for the Class 2 director will be for two years. The initial term for the Class 3 director will be for three years. Subsequent terms for directors of any class will be for three years; however, directors will always serve until resignation, removal, or the election of their successors.

(d) Qualifications. For so long as Class B Membership exists, directors need not be Members. After termination of the Class B Membership, each director must be a Member. If a director ceases to be a Member during the term of office, such person will be automatically removed from the Board, effective upon such occurrence.

(e) Voting Procedure. At each Annual Meeting, the Members will elect the directors to replace the directors of the class whose term of office is then expiring. Each Class A Member will have one vote for each seat to be filled and the Class B Member will have 10 votes for each Lot owned by the Class B Member or its affiliates. No cumulative voting will be permitted. The candidate(s) receiving the highest number of votes will be declared elected. If there is a tie vote, the Class B Member will be given one additional vote and the opportunity to cast such vote to break the tie. The meeting will, in other respects, be conducted in accordance with the Articles and the Bylaws.

(f) Removal. Any director may be removed from office, with or without

cause, by at least a majority vote of the Members.

(g) Vacancies; Replacement of Directors. Any vacancy occurring in positions as director may be filled by a majority vote of the remaining Board members. If the remaining Board members do not constitute a quorum, a special meeting of the Association may be called by any officer or by any Member to elect new members to the Board.

(h) Compensation. Directors will not receive compensation for their services unless approved by the Members. This will not prevent a Class B Member or an affiliate of a Class B Member from being compensated for management or other services.

7.5 Relationship to Articles and Bylaws. The Articles and Bylaws will govern all matters of the Association not set forth in this Declaration. The terms of this Declaration will prevail over any conflicting provisions in the Articles and Bylaws.

ARTICLE VIII - OPERATION OF ASSOCIATION AND BOARD

Most day-to-day decisions about the maintenance of the Common Property and enforcement of the Declaration are the responsibility of the Board, acting on the Members' behalf. For those decisions requiring Members' approval, the Annual Meeting provides a public opportunity for discussion.

8.1 Annual Meeting.

(a) When called. The Annual Meeting will be called every year for the election to the Board of the class of directors whose term then expires and for other business requiring approval of the Members. The meeting date shall be as set forth in Articles and the Bylaws.

(b) Quorum. Voting at an Annual Meeting requires the presence of (i) Members (in person or by proxy) representing 30% of the voting interests of the entire membership, and (ii) Declarant or its representative so long as Declarant owns at least one Lot.

(c) Notice. Notice of the Annual Meeting may be given by (i) mailing a notice to each Member at the last address furnished to the Association, (ii) delivering notices to a Member's dwelling on a Lot, but only if the Member regularly lives in the dwelling, or (iii) posting conspicuous notices for the meeting in the Common Property. Notice should be given at least 30 days before the Annual Meeting.

8.2 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and has the authority to act on behalf of the Association in all matters.

(b) Quorum. Voting at a Board meeting requires the presence in person or by telephone conference call of at least 50% of the directors. Except as prohibited by law, action required to be taken by vote of the Board may be taken in the absence of a meeting by obtaining the written approval of a majority of the Board.

(c) Notices. Notices of all meetings of the Board shall be posted in a conspicuous place in the Common Property at least 48 hours in advance of the date of the meeting, absent emergency. If the Board desires to levy an Assessment at a meeting, the notice must include a statement describing the Assessment being considered. All meetings must be open to the Members, except for meetings permitted by law to be closed.

8.3 Recordkeeping. The Board shall keep, or cause to be kept, a record of all meetings, both of the Board and of the Association. For each action taken, the record must state the vote and a description of the action approved, and, if applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record must be available for inspection by any Member, except for records of closed meetings of the Board. Officers may be elected by the Board by secret ballot.

ARTICLE IX - ASSOCIATION BUDGET

The Board is responsible for the fiscal management of the Association.

9.1 Fiscal Year. The fiscal year of the Association will begin January 1 of each year and end on December 31 of that year. The Board must prepare an annual budget.

9.2 Budget. A copy of the budget must be provided to each Member or a notice must be given to the Members that a copy of the budget is available upon request and without charge. The annual budget will estimate total expenses to be incurred by the Association in carrying out its responsibilities. The budget must include:

(a) The cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering of all services required or permitted under this Declaration;

(b) Reasonable amounts, as determined by the Board, for working capital for the Association and for reserves;

(c) Fees for professional management of the Association (which may include Declarant), legal counsel, and accounting;

(d) Taxes, if the Common Property is taxed separately from the Lots;

(e) An estimate of revenues from the General Assessment.

9.3 Reserves. The Association shall accumulate and maintain adequate reserves for working capital, contingencies, and replacements, to be included in the annual budget and

collected as part of the annual General Assessment. This shall not occur until the termination of Declarant's guarantee described in Paragraph 10.2 of this document. Extraordinary expenses not originally included in the annual budget will be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose. If there is an excess of reserves at the end of a fiscal year, such excess may be used to reduce the General Assessments for the following year.

9.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. Declarant will prepare the first annual budget.

(b) Subsequent Years. Budgets other than the initial budget will be prepared at the direction of the Board at least one month before the end of the fiscal year. The budget and the General Assessment must be adopted by a majority of the Board.

9.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year will not waive or release a Member's obligation to pay a General Assessment, whenever the amount of such General Assessment is finally determined. In the absence of an annual budget, each Member shall continue to pay the General Assessment at the rate established for the previous fiscal period until notified otherwise.

9.6 Financial Reporting. The Board shall prepare an annual financial report for the Association as required by Florida law within 60 days of the close of the fiscal year and either provide each Member with a copy of the report or a notice that a copy is available without charge.

9.7 Capital Improvements. The Board shall determine whether capital improvements should be paid from General Assessments or by Special Assessments. If the cost of all capital improvements to be paid within a single calendar year totals more than 25% of the Association's annual budget, the capital improvements must be approved by majority vote of the Members. Any repair, maintenance or replacement of existing improvements will not be considered a capital improvement.

9.8. Reserves shall be kept separate from other Association funds. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

9.9 Amendment of Budget. The Board may amend the budget during any fiscal year and increase the amount of the General Assessment for such year if it appears that there will be insufficient income to meet the obligations of the Association.

ARTICLE X - COVENANTS TO PAY ASSESSMENTS

The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To ensure that the Association has a reliable source of

funds and to protect those Members who contribute their equitable share, Assessments are mandatory and are secured both by a lien on the Lots and the Member's personal obligation.

10.1 Obligation for Assessments. Declarant covenants for each Lot, and, by acceptance of a deed or other transfer instrument, whether or not expressed in such deed or instrument, each Owner of any Lot is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget,
- (b) Special Assessments for the purposes provided in this Declaration, and
- (c) Individual Lot Assessments for any charges particular to that Lot.

10.2 Guarantee of Class B Member. The Class B Member agrees that it will be obligated to pay any operating expenses of the Association in excess of the revenue derived from the Assessments, including any increases made during a fiscal year, until the end of the first fiscal year of the Association. This obligation is called the "Budget Guarantee." The Class B Member may elect, but shall not be required, to renew the Budget Guarantee on an annual basis. In return for the Budget Guarantee, the Class B Member and its affiliates will not be liable for any Assessments on any Lots they own. A Lot exempt from Assessments pursuant to this Paragraph is referred to as an "Exempt Lot."

10.3 Equitable Division of Assessments. The General Assessments and Special Assessments shall be assessed among all Lots as follows:

- (a) Exempt Lots will not be subject to assessment.
- (b) The General Assessment and Special Assessment will be payable equally among lots, whether vacant or improved. Each Lot will be subject to a sum equal to the respective General Assessment or Special Assessment divided by the number of all Lots, excluding Exempt Lots.

10.4 General Assessments.

- (a) Establishment by Board. The Board will set the date or dates the General Assessments will be due, and it may provide for payment in monthly, quarterly, semiannual, or annual installments.
- (b) Proration Upon Sale of Exempt Lot or Loss of Exemption. Upon conveyance of an Exempt Lot, or upon an Exempt Lot becoming subject to Assessments on account of the Class B Member not extending the Budget Guarantee, the annual General Assessment will become due for such Lot(s); provided however, that the General Assessment will be prorated on a monthly or daily basis, whichever the Board elects, and only the portion of the General Assessment attributable to the remainder of the fiscal year will be due. The portion

of the General Assessment attributable to the portion of the fiscal year in which the affected Lot was an Exempt Lot will not be assessed. If payment of the General Assessment is by installment, only the applicable portion of the current installment will be due.

(c) **Late Fee and Interest.** The Board may impose a reasonable late fee. The initial late fee for an installment shall be Twenty-five Dollars (\$25.00). Additionally, interest will accrue at the highest lawful rate on delinquent payments.

10.5 **Special Assessments.** In addition to the General Assessments, the Board may levy, in any fiscal year, a Special Assessment applicable as follows:

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

(b) **Emergency Special Assessment.** By a 2/3 vote of the Board, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other 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).

(c) **Exemption.** Exempt Lots will not be subject to Special Assessments, nor will an Exempt Lot be subject to payment of any Special Assessment or any portion thereof declared or assessed while such Lot was an Exempt Lot even if payments for such Special Assessments are made in installments becoming due subsequent to the time such Lot no longer is considered an Exempt Lot. [For example if a Special Assessment is declared on January 1 while Lot 7 is an Exempt Lot, but the payment of the Special Assessment is not required until March of the same year, then even if Lot 7 is not an Exempt Lot as of February of such year, Lot 7 still will be considered exempt from such Special Assessment.]

10.6 **Individual Lot Assessments.** The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges designated in this Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal expenses (at trial or on appeal) and costs incurred by the Association in enforcing this Declaration or in enforcing any other declaration the Association is authorized to enforce.

10.7 **Effect of Nonpayment of Assessment; Remedies.**

(a) **Personal Obligation.** All Assessments, together with any late fees, interests, and costs of collection when delinquent, including reasonable attorneys' fees (at trial or on appeal) whether or not a lawsuit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time the Assessment Charge was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

(b) Creation of Lien. The Assessment Charge also shall be a continuing lien on the Lot against which the Assessment Charge is made, which lien is effective upon recording a claim of lien, but relating back to and having a priority as of the date of this Declaration. This lien in favor of the Association will secure the Assessment Charge that is then due and any that may accrue subsequent to the recording of the claim of lien and before entry of final judgment of foreclosure. The lien in favor of the Assessment Charge is subject to the subordination provisions of this Paragraph.

(c) Lawsuit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage, and convey the Lot.

(d) Subordination of the Lien to Mortgages. The lien of the Assessment Charge will be inferior to the first mortgage lien of any Mortgagee. Sale or transfer of any Lot pursuant to foreclosure of such a mortgage, including a deed in lieu of foreclosure, shall extinguish the lien as to payments that became due before the sale or transfer.

(e) Other Remedies. The Association may assess fines and suspend the voting rights and right to use of the Common Property by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid, but only as permitted by law.

(f) Waiver of Jury Trial. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DECLARATION OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS DECLARATION AND THE SALE OF ANY LOT FROM DECLARANT, OR ITS SUCCESSORS AND ASSIGNS, TO AN OWNER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS DECLARATION.

10.8 Certificate of Payment. The treasurer of the Association or the manager of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board or by the manager, if authorized by the Board, stating whether any Assessments are owed by that Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be conclusive evidence of payment of an Assessment through the date of the certificate.

ARTICLE XI - INSURANCE AND INDEMNITY

Insurance is essential to protect the interests of the various Owners and to ensure that funds will be available for rebuilding after a casualty; however, because insurance costs may increase significantly or new types of coverage may be available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist

at that time.

11.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once every five (5) years.

11.2 Casualty Insurance. The Board shall be required to obtain and maintain fire insurance as appropriate. Endorsements for extended coverage, vandalism, malicious mischief, and windstorm should be obtained if available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Common Property.

11.3 Public Liability and Property Damage. The Board shall obtain public liability and property damage 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 Property and the activities of the Association as permitted by this Declaration. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement that shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board, or other Owners. Such insurance must always name Declarant as an additional insured until 25 years after the date of this Declaration.

11.4 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.

11.5 Other Insurance. The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may deem prudent.

11.6 Repair and Reconstruction after Casualty. If casualty damages or destroys any of the Common Property, the Board shall arrange for and supervise its prompt repair and restoration. The Board shall obtain funds for such reconstruction first from any insurance proceeds, then from any reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

11.7 Indemnity of Declarant. In consideration of Declarant conveying the Common Property to the Association, the Association releases, indemnifies, and shall defend and hold Declarant, its officers, employees, and agents harmless from any and all liability arising out of the Common Property or construction and shall defend Declarant against all claims of any third party. Such indemnity and defense includes any attorneys' fees and costs incurred by Declarant at trial and on appeal. Declarant shall have the right to choose its own attorney(s).

ARTICLE XII - GENERAL PROVISIONS

This article sets forth rules of interpreting the Declaration, provides for enforcement, and

sets forth the procedure to amend the Declaration.

12.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

12.2 Release From Minor Violations. Declarant and the Architectural Review Committee or either of them shall have the right at any time, by written instrument recorded in the Public Records of Walton County, to release a Lot from minor violations of this Declaration including, without limitation (i) encroachments into easements, (ii) encroachments over building restriction lines, and (iii) construction of less than the required minimum square footage for the dwelling provided that the square footage is at least 90% of the required minimum.

12.3 Enforcement.

(a) The covenants and restrictions contained in this Declaration may be enforced by Declarant, any Owner, and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm, or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. Any dispute arising pursuant to benefits and obligations contained in this Declaration, or arising from the sale of Lots by Declarant to Owners, shall be determined by a judge and not a jury, with venue solely being in Walton County Circuit Court. All Owners specifically waive their right to a jury trial in any litigation arising out of this Declaration or arising from the sale of Lots by Declarant. In the event either party incurs any attorney's fees and costs in enforcing this Agreement, whether or not action is instituted, the defaulting party shall reimburse the non-defaulting party for such attorney's fees and costs upon demand. Prior to initiating any litigation, the parties shall submit their dispute(s) to non-binding mediation.

(b) The Florida Department of Environmental Protection will have the right to enforce, by proceedings at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation, and repair of the Drainage System.

12.4 Assignment. Declarant shall have the right, from time to time, to assign any of its rights or obligations pursuant hereto in part or in whole.

12.5 Notices. Notices shall be given as to Owners by sending first class postage prepaid mail to the Owner's address maintained by the Association, and as to Declarant, by sending certified mail to the address of Declarant filed with the Florida Secretary of State.

12.6 Amendment.

(a) Subject to the provisions of Paragraph 12.7, Declarant specifically reserves the absolute and unconditional right, as long as Declarant owns any of the Lots, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Florida Department of Environmental Protection or other governmental agency, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein.

(b) Subject to the provisions of Paragraph 12.7, Declarant reserves the right to amend this Declaration in any other manner without the joinder of any party, as long as no Owner's right to the use and enjoyment of the Owner's Lot is materially altered.

(c) Subject to the provisions of Paragraph 12.7, this Declaration may be amended by consent of Owners of seventy-five percent (75%) or more of the Lots as evidenced by recording an instrument executed by said Owners in the Public Records, provided that no such amendment will be effective without the consent of Declarant, or its assigns, until Declarant and its affiliates own no Lots or other property within Grande Pointe.

(d) Declarant, without the consent of any party, may bring within the scheme of this Declaration additional land by Supplementary Declaration in accordance with the procedures set forth in Paragraph 2.2.

(e) Any amendment to the Declaration that would alter the Drainage System must have the prior approval of the Florida Department of Environmental Protection.

12.7 Mortgagee's Consent to Amendments. This Declaration contains provisions concerning various rights, priorities, remedies, and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies, or interests of a Mortgagee shall be adopted without the prior written consent of Mortgagees holding liens on 5 or more of the Lots encumbered by mortgages to Mortgagees. Each Mortgagee agrees that it will either consent to a proposed amendment or give notice of refusal to consent by written notice to the party requesting such consent within 30 days after the request is received. If a Mortgagee does not respond within such time, the Mortgagee's consent will be deemed given, and an affidavit to such effect recorded in the Public Records by the party requesting the consent will be sufficient evidence to make the requested amendment; provided, that a photocopy of the documentation proving receipt of the request to the Mortgagee is attached to the affidavit. This Paragraph shall not apply or be construed as a limitation on those rights of Declarant, the Association, or the Owners to make amendments that do not adversely affect the Mortgagees.

12.8 Captions and Statement of Purpose. 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. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions of this Declaration.

12.9 Gender and Plural Terms. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.


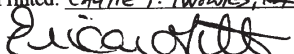
12.10 Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of Declarant or increases the liabilities of or duties imposed on Declarant will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.


12.11 Duration and Renewal. This Declaration (but excluding the easements herein created, which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind all of the Lots and inure to the benefit of Declarant, the Owners, and their respective legal representatives, heirs, successors, and assigns, for a term of 50 years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of 10 years each unless at least one year before the termination of the 50-year period or one year before the final year of each such 10-year extension, as the case may be, there is recorded in the Public Records an instrument agreeing to terminate this Declaration, which instrument is signed by at least 75% of all Owners and all Mortgagees, upon which event this Declaration shall be terminated as of the 1st day of January of the year following the year in which such instrument was recorded, as the case may be.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Covenants, Conditions, Restrictions and Easements for Grande Pointe to be executed the day and year first above written.

WITNESSES:

GRANDE POINTE DEVELOPERS, L.L.C.
By Knowjak, Inc., Its Manager


Printed: Charlie T. Knowles, III

Printed: Erica Gillis

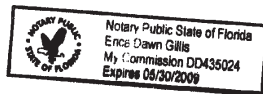
By: 
Jo Ann Knowles, President

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 16th day of June, 2005 by Jo Ann Knowles, as President of Knowjak, Inc., in its capacity as Manager of Grande Pointe Developers, L.L.C. Such person did not take an oath and: *(Notary must check applicable box)*

- ☐ is personally known to me.
☒ produced a current Florida driver's license as identification. by Jo Ann Knowles
☐ produced _____ as identification.

{Notary Seal must be affixed}





Signature of Notary

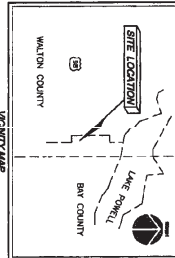
EXHIBIT A

See attached reduced version of Plat

1 1

GRANDE POINTE AT INLET BEACH

A SUBDIVISION SITUATED IN
SECTION 36, TOWNSHIP 3 SOUTH, RANGE 18 WEST,
WALTON COUNTY, FLORIDA



LOCATION MAP

DEDICATION:

THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA IS MADE BY THE WALTON COUNTY BOARD OF COMMISSIONERS, AND THE WALTON COUNTY BOARD OF COMMISSIONERS HEREBY ACCEPTS THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

ACKNOWLEDGMENT TO DEDICATION:

THE STATE OF FLORIDA, COUNTY OF WALTON, BEING THE COUNTY OF WALTON, DO HEREBY ACKNOWLEDGE THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

ACKNOWLEDGMENT TO DEDICATION:

THE STATE OF FLORIDA, COUNTY OF WALTON, BEING THE COUNTY OF WALTON, DO HEREBY ACKNOWLEDGE THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

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THE STATE OF FLORIDA, COUNTY OF WALTON, BEING THE COUNTY OF WALTON, DO HEREBY ACKNOWLEDGE THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

LEGAL DESCRIPTION:

ALL OF CERTAINLY LOT 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

TITLE CURATOR:

THE TITLE CURATOR OF THIS TRACT OF LAND IS THE WALTON COUNTY BOARD OF COMMISSIONERS, AND THE WALTON COUNTY BOARD OF COMMISSIONERS HEREBY ACCEPTS THE TITLE CURATOR OF THIS TRACT OF LAND.

PLANNING AND ZONING DEPARTMENT APPROVAL:

THE PLANNING AND ZONING DEPARTMENT OF THE WALTON COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

COUNTY ENGINEERS APPROVAL:

THE COUNTY ENGINEERS OF THE WALTON COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

COUNTY COMMISSIONERS APPROVAL:

THE COUNTY COMMISSIONERS OF THE WALTON COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

COUNTY CLERKS APPROVAL:

THE COUNTY CLERKS OF THE WALTON COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

NOTES:

THE WALTON COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

WALTON COUNTY STATEMENT:

THE WALTON COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

WATER & SEWER UTILITY COMPANY APPROVAL:

THE WATER & SEWER UTILITY COMPANY OF THE WALTON COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

COUNTY SURVEYORS APPROVAL:

THE COUNTY SURVEYORS OF THE WALTON COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

PLANNING AND ZONING DEPARTMENT APPROVAL:

THE PLANNING AND ZONING DEPARTMENT OF THE WALTON COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

COUNTY ENGINEERS APPROVAL:

THE COUNTY ENGINEERS OF THE WALTON COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

COUNTY COMMISSIONERS APPROVAL:

THE COUNTY COMMISSIONERS OF THE WALTON COUNTY BOARD OF COMMISSIONERS HEREBY APPROVES THE DEDICATION OF THIS TRACT OF LAND TO THE STATE OF FLORIDA.

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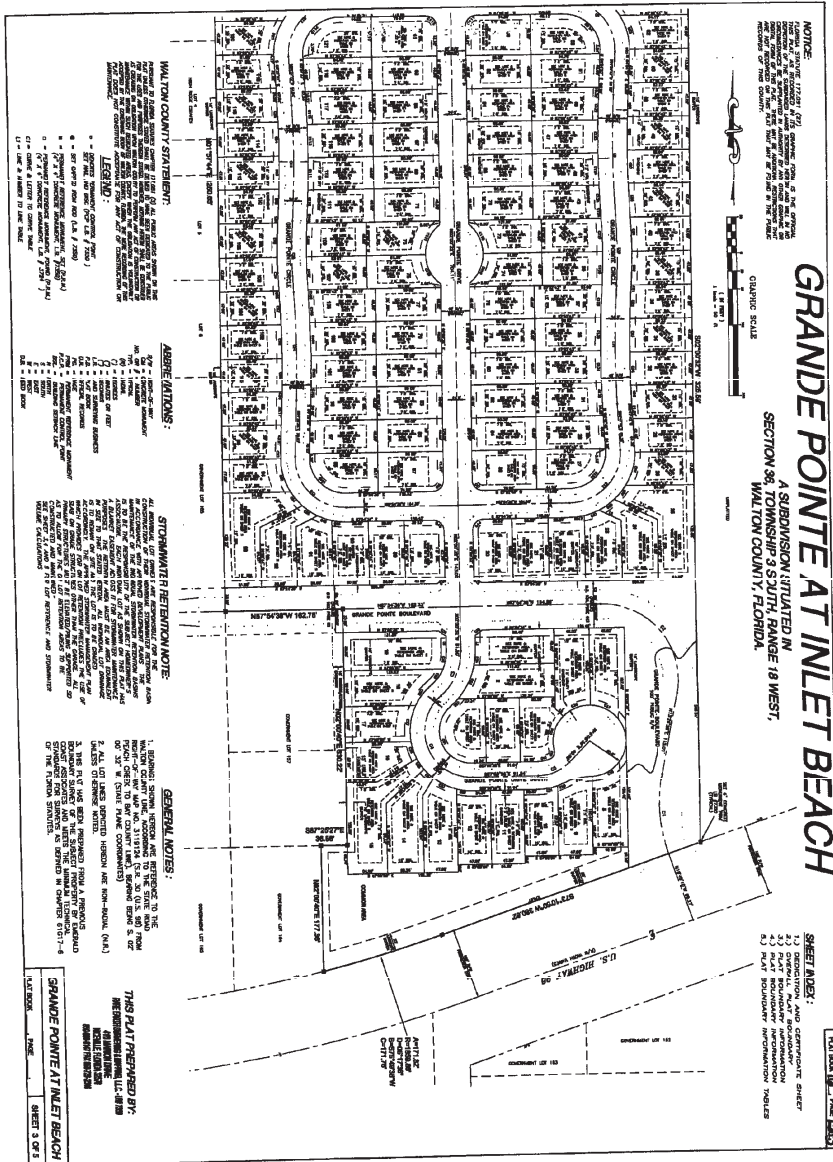
SHEET INDEX:
1) DEDICATION AND CERTIFICATE SHEET
2) PLAT BOOK AND CERTIFICATE SHEET
3) PLAT BOOK AND CERTIFICATE SHEET
4) PLAT BOOK AND CERTIFICATE SHEET

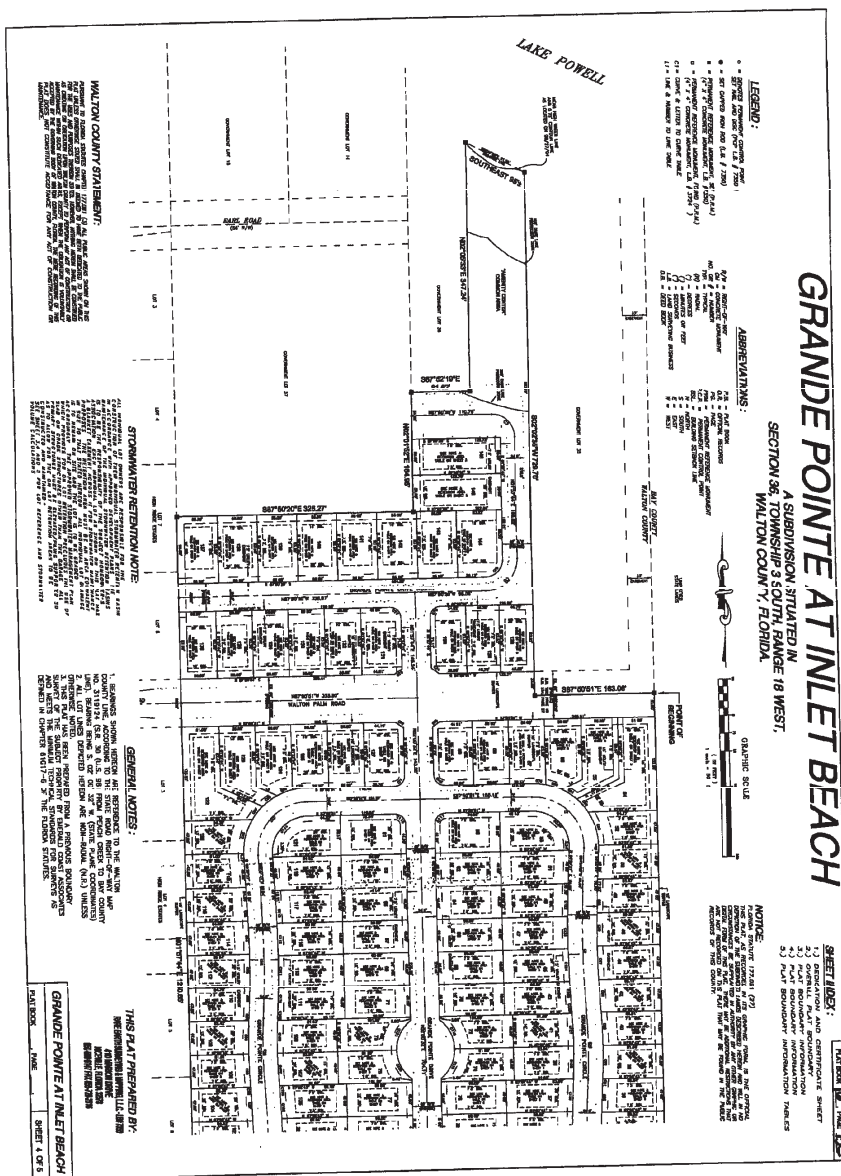
THIS PLAT PREPARED BY:
WALTON COUNTY BOARD OF COMMISSIONERS
WALTON COUNTY, FLORIDA

GRANDE POINTE AT INLET BEACH
SHEET 1 OF 5

GRANDE POINTE AT INLET BEACH

PLAT BOOK	PAGE	SHEET 2 OF 1
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STORAGE	WATER	VOLUME	TABLE
STORAGE	WATER	VOLUME	TABLE

GRANDE POINTE AT INLET BEACH

A SUBDIVISION SITUATED IN
SECTION 36, TOWNSHIP 31 SOUTH, RANGE 18 WEST,
WALTON COUNTY, FLORIDA.

4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527
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LINE	LENGTH	MOVING
1	21.36'	MOVING 21.3'
2	21.36'	MOVING 21.3'
3	15.17'	MOVING 17.7'
4	22.82'	MOVING 18.51'
5	33.88'	MOVING 28.5'
6	31.55'	MOVING 27.2'

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- 1.) DEDICATION AND CERTIFICATE SHEET
- 2.) OVERALL PLAN BOUNDARY
- 3.) PLAN BOUNDARY INFORMATION
- 4.) PLAN BOUNDARY INFORMATION
- 5.) PLAN BOUNDARY INFORMATION TABLES

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ABBREVIATIONS:

7	CONCRETE FOUNDATION
8	OR
9	ALUMINUM
10	TYPICAL
11	OR
12	ALUMINUM
13	7
14	CONCRETE OR REINFORCED
15	CONCRETE
16	OR
17	ALUMINUM
18	ALUMINUM
19	ALUMINUM
20	ALUMINUM
21	ALUMINUM
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GENERAL NOTES:

1. REGARDING SIGNATURE LINE, REFERENCE TO THE WALTON COUNTY LINE, ACCORDING TO THE STATE ROAD RIGHT-OF-WAY MAP NO. 13191724 (3.2, 30 U.S.C. 605) AND NORTH CAROLINA GENERAL STATUTES § 130A-280(b)(2), PLEASE ADVISE WHAT TYPE OF STATE OR FEDERAL EASEMENT IS REQUIRED FOR THE PROJECT.

2. ALL LOT LINES DEPICTED HEREON ARE NON-TAXABLE (N/A) LINES DETERMINED BY THE TAX ASSESSOR'S OFFICE.

3. THE PLAT HAS BEEN PREPARED FROM A PREVIOUS BOUNDARY SURVEY OF THE SUBJECT PROPERTY BY EDWARD GROSS ASSOCIATES AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS DERIVED IN CHAPTER 171B-9 OF THE FLORIDA STATUTES.

THIS PLAT PREPARED BY:
PAUL E. HILL SURVEYING & MAPPING, LLC - 408.758.1234
PAUL@HILLSURVEYING.COM

401.000.0000
MOBILE, ALABAMA
205-447-7700-22-56

GRANDE POINTE AT INLET BEACH

EXHIBIT B

Form of Repurchase Memo

REPURCHASE MEMORANDUM OF AGREEMENT

THIS REPURCHASE MEMORANDUM OF AGREEMENT ("Agreement") is entered into and is effective the day of _____, 2005, by _____, whose mailing address is _____, ("Buyer"), to and for the benefit of Grande Pointe Developers, L.L.C., whose mailing address is Post Office Box 18763, Panama City Beach, Florida 32417, ("Seller"), and its respective successors and assignees.

A. Buyer and Seller entered into a certain Purchase Contract dated _____, 20____, (Purchase Contract") pursuant to which Buyer has acquired title to the following real estate:

Lot _____, Grande Pointe at Inlet Beach, according to the Plat thereof, as recorded in Plat Book 16, Pages 75-75D, Public Records of Walton County ("County"), Florida.

The above lot, along with all improvements located thereon, is hereinafter referred to as the "Lot."

B. As a condition of closing and pursuant to the terms of Section 3.11 of the Declaration of Covenants, Conditions, Restrictions and Easements for Grande Pointe at Inlet Beach (the "Declaration"), Seller is imposing certain rights of repurchase in the event that Buyer does not meet the deadlines established for commencement and completion of construction as set forth in this Agreement and the Declaration.

C. The purpose of this Agreement is intended to put all persons whomsoever on notice of the existence of Seller's repurchase rights.

NOW THEREFORE, in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), the mutual covenants and obligations set forth in the Purchase Contract and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Buyer acknowledges as follows:

1. **Rights of Repurchase.** Seller may, in the exercise of its discretion, elect to repurchase the Lot in the event that (a) construction of a single family home is not commenced on the Lot within 48 months after the date of recording by Seller of this Memorandum of Agreement in the public records of Walton County, Florida; (b) Buyer is adjudicated as bankrupt, makes an assignment for the benefit of creditors, becomes insolvent or reorganizes pursuant to applicable statutes; (c) any improvements on the Lot are not substantially in accordance with plans and specifications approved by Seller or other appropriate entity established to give such approvals within the Grande Pointe development; or (d) the improvements on the Lot are not designed by a licensed architect or engineer. The repurchase price to be paid by Seller to Buyer shall be equal to (i) Ninety percent (90%) of the original purchase price, paid by Buyer to Seller pursuant to the Purchase Contract, less (ii) the amount of any mortgages, construction liens, judgment liens and other matters arising on or after the original closing date not satisfied and released by Buyer, less (iii) any sums due from Buyer to Seller; (iv) less taxes and assessments applicable to taxing authorities. Amounts paid by Buyer for assessments made by applicable homeowners,' property owners' and community associations for the Lot shall be prorated as of the date of the repurchase deed. If the result of this calculation is a negative amount, Buyer shall promptly pay that

deficit to Seller.

If Seller elects to exercise its rights to repurchase, any "Institutional Mortgagee" (as hereinafter defined) shall be entitled to receive notice of such election if the Institutional Mortgagee has given written notice (in accordance with Paragraph 5 hereof) to Seller of (a) a copy of the mortgage; and, (b) its name and address. Such Institutional Mortgagee may, within ten (10) days after receipt of such notice, elect to assume Buyer's obligations hereunder and promptly cure the default and proceed to complete construction in accordance with the approved plans and specifications whereupon Seller shall be deemed to waive its rights of repurchase as to that specific default, but not as to any future default under this Agreement or the Declaration. Any such election shall be exercised by such Institutional Mortgagee giving written notice thereof to Seller whereupon the Institutional Mortgagee shall execute promptly formal assumption documents, in such form and content as Seller may reasonably require.

2. "Institutional Mortgagee." An "Institutional Mortgagee" shall be any bank, savings and loan association, credit union, life insurance company or recognized real estate investment trust holding a first mortgage on the Lot to secure a loan for the purposes of financing acquisition of the Lot, or construction of approved improvements thereon, or both.

3. Release of Rights. Notwithstanding anything stated herein to the contrary, Seller's right to repurchase the Lot shall automatically terminate upon the earlier to occur of: (a) 24 months after issuance by the applicable government agency of a certificate of occupancy or written approval of final inspection for a single family residence located on the Lot; or, (b) the fifth (5th) anniversary of the date of recording of this Agreement.

4. Nature of Notice. This Agreement is intended to provide notice of Seller's repurchase rights as set forth herein and in the Declaration.

5. Notices. All notices required or permitted by this Agreement shall be delivered in person or mailed (certified mail, return receipt requested, postage prepaid), to Buyer and Seller at the respective addresses stated at the beginning of this Memorandum. Any notice to Seller shall be effective only if a copy of also delivered in person, or mailed (certified mail, return receipt requested, postage prepaid) to: Lori Ellen Ward, Matthews & Hawkins, P.A., 4475 Legendary Drive, Destin, Florida 32541. Any notice to Seller, to be effective, must have the Buyer's name, the date of this Memorandum of Agreement, and the legal description of the Lot. Notices delivered in person shall be effective upon receipt. Notices given by mail shall be effective three (3) business days after deposit with the U.S. Postal Service, properly posted and addressed.

6. Assignment of Seller's Rights. Seller may assign any of its rights described herein in whole or in part to one or more persons or entities.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Buyer has caused the foregoing Agreement to be executed effective the date first dated above.

Witnesses:	BUYER:
_____ Signature of Witness	_____ Signature of Buyer
_____ Typed/Printed Name of Witness	_____ Typed/Printed Name of Buyer
_____ Signature of Witness	_____ Signature of Buyer
_____ Typed/Printed Name of Witness	_____ Typed/Printed Name of Buyer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of 200__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Signature of Notary

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
GRANDE POINTE AT INLET BEACH**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GRANDE POINTE AT INLET BEACH ("Amendment") is made this 27th day of June, 2005, by Grande Pointe Developers, L.L.C., a Florida limited liability company ("Declarant"), pursuant to Declarant's authority as set forth in Section 12.6 of the Declaration of Covenants, Conditions, Restrictions and Easements for Grande Pointe at Inlet Beach (the "Declaration"). As of the date of the Amendment, Declarant owns at least one Lot within Grande Pointe at Inlet Beach.

1. Section 3.4(g) of the Declaration is hereby deleted in its entirety and replaced with a new Section 3.4(g) as follows:

"(g) Signs. No sign of any kind shall be displayed to general view on any Lot, or on the interior of any structure in such a manner as to be visible from the exterior of the structure, except under any of the following circumstances:

(i) Directional or traffic signs may be installed by the appropriate governmental authority, by Declarant, or by the Board, and entrance or other identification signs may be installed by or with the consent of the Architectural Review Committee; and

(ii) Declarant may display signs for the sale of Lots, homes, and promotion of the subdivision and for any other purpose Declarant, in its sole discretion, deems necessary or appropriate; and

(iii) One "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the agent for such Owner, provided that all such signs must first be approved by the Architectural Review Committee, in its sole and absolute discretion; and

(iv) One "For Rent" sign not more than two square feet (as measured on each side of the sign) may be displayed from the interior of a dwelling on a Lot by the Owner or the agent for such Owner, provided that all such signs must first be approved by the Architectural Review Committee, in its sole and absolute discretion.

The Association shall have the absolute authority to remove and retain, without notice, any and all signs which are prohibited, non-conforming to standard specifications, or not having the prior review and approval of the Architectural Review Committee."

2. Section 3.11 and Exhibit B of the Declaration are hereby deleted in their entirety.

3. All capitalized terms used herein which are not otherwise defined herein shall

have the meanings ascribed to them in the Declaration. All terms and conditions of the Declaration not otherwise modified herein are hereby ratified and re-affirmed.

IN WITNESS WHEREOF, Declarant has caused this First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Grande Pointe to be executed the day and year first above written.

WITNESSES:

GRANDE POINTE DEVELOPERS, L.L.C.
By Knowjak, Inc., Its Manager

Lori Ellen Ward
Printed: Lori Ellen Ward

Amy Sanders
Printed: Amy Sanders

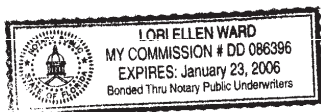
By: Jo Ann Knowles, pres.
Jo Ann Knowles, President

STATE OF FLORIDA
COUNTY OF Walton

The foregoing instrument was acknowledged before me this 27th day of June, 2005 by Jo Ann Knowles, as President of Knowjak, Inc., in its capacity as Manager of Grande Pointe Developers, L.L.C. Such person did not take an oath and: *(Notary must check applicable box)*

- ☒ is personally known to me.
☐ produced a current Florida driver's license as identification.
☐ produced _____ as identification.

{Notary Seal must be affixed}



Lori Ellen Ward
Signature of Notary

Bureau of Land Management 015458

4-1040
(October 1928)**The United States of America,**

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Regional Office at Washington, District of Columbia, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by Samuel J. M. Andrews, pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites", and the acts supplemental thereto, for the following described land:

Tallahassee Meridian, Florida.
T. 3 S., R. 18 W.,
Sec. 36, Lot 36.

The area described contains 2.93 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management.

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said Samuel J. M. Andrews, and to his heirs, the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said Samuel J. M. Andrews, and to his heirs and assigns forever. Excepting and reserving, however, to the United States all coal, oil, gas, and other mineral deposits in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938. This patent is issued subject to a right-of-way not exceeding 33 feet in width, for roadway and public utilities purposes, to be located along the south boundary of said land. Excepting and reserving, also, to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of

Land Management, in accordance with the provisions of the Act of June 17,

1948 (62 Stat. 476), has, in the name of the United States, caused these letters

to be made Patent, and the seal of the United States to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the SEVENTH

day of APRIL, in the year of our Lord one thousand nine

hundred and FIFTY-FOUR and of the Independence of the

United States the one hundred and SEVENTY-EIGHTH.

For the Director, Bureau of Land Management.

Patent No. 1143845

By Rose M. Beall
Acting Chief, Patent Section.

U. S. GOVERNMENT PRINTING OFFICE 16-21677-1

Bureau of Land Management 015741

The United States of America,

We all in whose name these presents are made, Greeting:

WHEREAS, a Certificate of the Eastern States Office at Washington, District of Columbia, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant James W. Weaver, pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following described land:

Tallahassee Meridian, Florida.

T. 3 S., R. 18 W.

Sec. 36, Lot 37.

The area described contains 4.94 acres, according to the Official Plat of the Survey of the said land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant the tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, therunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever. Excepting and reserving, however, to the United States, all coal, oil, gas, and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938.

This patent is subject to a right-of-way not exceeding 55 feet in width, for roadway and public utilities purposes, to be located along the north and south boundaries of said land.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the SIXTH day of JANUARY in the year of our Lord one thousand nine hundred and FIFTY-FIVE and of the Independence of the United States the one hundred and SEVENTY-NINTH.

For the Director, Bureau of Land Management.

By *S. C. Nichols*
Chief, Patent Unit.

Patent No. 1115-81

4-1222 A
(Dec. 1934)
1935

Bureau of Land Management, Washington, D.C.

The United States of America,

We all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Eastern States Office at Washington, District of Columbia is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant J. William McNeill pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following described land:

Tallahassee Meridian, Florida
T. 3 S., R. 18 W.,
sec. 36, Lot 63.

The area described contains 4.94 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant the Tract above described, TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever. Excepting and reserving, however, to the United States, all coal, oil, gas, and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938.

This patent is subject to a right-of-way not exceeding 33 feet in width, for roadway and public utilities purposes, to be located along the north boundary of said land.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of

Land Management, in accordance with the provisions of the Act of June 17,

1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the TWELFTH day of JANUARY in the year of our Lord one thousand nine hundred and FIFTY-FIVE and of the Independence of the United States the one hundred and SEVENTY-NINTH.

For the Director, Bureau of Land Management.

By

S. C. Nichols
Chief, Patents Unit

Patent No.

4-1222 A
(Dec. 1954)
1955

Bureau of Land Management, U.S. Dept. of the Interior

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Eastern States Office at Washington, District of Columbia is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant

Thomas Frasier Williams

pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following described land:

Tallahassee Meridian, Florida

T. 3 S., R. 18 W.,

sec. 36, Lot 64.

The area described contains 4.94 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever. Excepting and reserving, however, to the United States, all coal, oil, gas, and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938.

This patent is subject to a right-of-way not exceeding 33 feet in width, for roadway and public utilities purposes, to be located along the north boundary of said land.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of

Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the TWELFTH day of JANUARY in the year of our Lord one thousand nine hundred and FIFTY-FIVE and of the Independence of the United States the one hundred and SEVENTY-FIFTH.

For the Director, Bureau of Land Management.

By *S. C. Nichols*
Chief, Patents Unit.

Patent No.



(Dec. 1934)
71900

Bureau of Land Management 057732

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Eastern States Office at Washington, District of Columbia, is now deposited in the Bureau of Land Management, whereby it appears that a patent has been made by the claimant Alvin G. Ames, pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following described land:

Tallahassee Meridian, Florida.

S. 3, T. 2, R. 12 W.,

Sec. 36, Lot 105.

The area described contains 2.47 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, that the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever. Excepting and reserving, however, to the United States, all coal, oil, gas, and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938.

This patent is subject to a right-of-way not exceeding 55 feet in width, for roadway and public utilities purposes, to be located along the south boundary of said land.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of

Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the **FOURTH** day of **APRIL** in the year of our Lord one thousand nine hundred and **FIFTY-FIVE** and of the Independence of the United States the one hundred and **SEVENTY-NINTH**.

For the Director, Bureau of Land Management.

By S. C. Nichols
Chief, Patent Unit

Patent No. 1151239

FLWALT:RDED 140-00213

THE IMAGE IS NOT AVAILABLE. THE STATUS IS UNKNOWN.

Public Record

h-1222 A
(Dec. 1954)
1954

Bureau of Land Management 038236

205

REGISTERED NO. 14636

The United States of America,

Do hereby certify that the following is a true and correct copy of the original as the same appears on file in the Bureau of Land Management, District of Columbia.

WHEREAS, A Certificate of the Eastern States Office at Washington, District of Columbia, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant Marvin E. Morgan pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following described land:

Tallahassee Meridian, Florida.

T. 3 S., R. 18 W.,

sec. 36, Lot 158.

The area described contains 1.23 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management.

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatever nature, thereto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever. Excepting and reserving, however, to the United States, all coal, oil, gas, and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938.

This patent is subject to a right-of-way not exceeding 33 feet in width, for roadway and public utilities purposes, to be located along the north boundary of said land.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1946 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the **FOURTEENTH** day of **MARCH** in the year of our Lord one thousand nine hundred and **FIFTY-FIVE** and of the Independence of the United States the one hundred and **SEVENTY-FIFTH**.

For the Director, Bureau of Land Management.

E. C. Nichols
Chief, Patent Unit



1150743

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FLWALT:RDED 140-00045

THE IMAGE IS NOT AVAILABLE. THE STATUS IS UNKNOWN.

Public Record

h-1222 A
(Dec. 1954)
71588

Bureau of Land Management, (15591)

The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Eastern States Office at Washington, District of Columbia, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant John T. Zmigrodski pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following described land:

Tallahassee Meridian, Florida.

T. 3 S., R. 18 W.,

sec. 36, Lot 161.

The area described contains 0.92 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever. Excepting and reserving, however, to the United States, all coal, oil, gas, and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938.

This patent is subject to a right-of-way not exceeding 33 feet in width, for roadway and public utilities purposes, to be located along the east boundary of said land.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (61 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the FOURTH day of MARCH in the year of our Lord one thousand nine hundred and FIFTY-FIVE and of the Independence of the United States the one hundred and SEVENTY-NINTH.

For the Director, Bureau of Land Management.

By *S. C. Nichols*
Chief, Patent Unit.

Patent No. _____

288

254

8035

4-1222 A
(Dec. 1954)
71900

Bureau of Land Management 015068

The United States of America,

We all in human spirit present shall come, offering:

WHEREAS, a Certificate of the Eastern States Office at Washington, District of Columbia, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant
Lester C. Green, Junior,
pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following described land;

Tallahassee Meridian, Florida.

T. 3 S., R. 18 W.,

Sec. 36, Lot 164.

The area described contains 1.58 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever. Excepting and reserving, however, to the United States, all coal, oil, gas, and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938.

~~This patent is subject to the right of the Government to acquire, for public use, any and all lands and public utilities for purposes, to be hereinafter~~

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau

Land Management, in accordance with the provisions of the Act of June 17,

1948 (62 Stat. 476), has, in the name of the United States, caused these letters

to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the SIXTH

day of JANUARY in the year of our Lord one thousand nine

hundred and FIFTY-FIVE and of the Independence of the

United States the one hundred and SEVENTY-NINTH.

For the Director, Bureau of Land Management.

By

S. C. Nichols
Chief, Patent Unit

Patent No.

254

15

Memorandum No. 18659
WALTON COUNTY, FLA.

180 #139, 4160

Form CO-28

STATE OF FLORIDA
COUNTY OF Walton

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of \$0.00 and no/100 Dollars to US in hand paid by GULF POWER COMPANY, a corporation, the receipt whereof is hereby acknowledged

We, Thomas Paul Brown and wife Sarah P. Brown

do hereby grant and convey to said GULF POWER COMPANY, its successors and assigns, the right to construct, maintain and operate its line of poles (consisting of 118000000 poles) as the same shall be located by said company, with the right from time to time to string wire thereon for the transmission of electric power and use the right to locate, construct and use the necessary anchoroff and guy wires in connection therewith upon, over and across the following described land in Walton County, Florida to-wit:

That certain vacant lot of land described as follows: East half of Lot #16, Section 16, Township 3 South, Range 18 West, Walton County, Florida and containing 1.45 acres or land, more being reserved and set apart by the grantors from the Federal Government, which deed is recorded in Deed Book 134, Page 267 in the office of the County Judge of Walton County, Florida.



Together with all rights and privileges necessary or convenient for the full enjoyment and use thereof including the right of ingress and egress to and from said lines and also the right to cut and keep clear all trees that may injure or endanger said lines.

TO HAVE AND TO HOLD the same to the said company, its successors and assigns forever.

IN WITNESS WHEREOF we have hereunto set our hand(s) and seal(s)

this 23rd day of April 1938

Signed, sealed and delivered in the presence of

John Adams

Thomas P. Brown

(SEAL)

(SEAL)

(SEAL)

16

FLWALT:206-00333

THE IMAGE IS NOT AVAILABLE. THE STATUS IS UNKNOWN.

Public Record

RESERVED FOR RECORDING PURPOSES

Gulf Power
a subsidiary of
The Southern Company

This Legal Document
Prepared by D. R. Schofield
Gulf Power Company
P. O. Box 1151, Din #316
Pensacola, Florida 32520

OVERHEAD DISTRIBUTION EASEMENT

DSO#010185
PARCEL# 343518 16/00 000 1040
EN#

STATE OF FLORIDA
COUNTY OF WALTON

KNOW ALL MEN BY THESE PRESENTS that RICHARD J. AMMERMAN and WIFE, TAE O. AMMERMAN whose address is 500 Bayfront Parkway, Pensacola, Florida 32520, (hereinafter "Grantor"), for and in consideration of the sum of One Dollar (\$1.00) in hand paid by GULF POWER COMPANY, a subsidiary of The Southern Company (Grantee), whose address is 500 Bayfront Parkway, Pensacola, Florida 32520, receipt whereof is hereby acknowledged, does hereby grant and convey to said Gulf Power Company, its successors and assigns, the right to construct and operate its line of poles (consisting of one (1) pole) as the same shall be located by said company, with the right to time to string wires thereon for the distribution of electric power, together with the right to allow the attachment of utilities providing communication or related services; and also the right to install, maintain and use the necessary anchors and guy wires in connection therewith upon, over and across the following described land in Walton County, Florida, to-wit:

Government Lot 104, Section 36, Township 3 South, Range 18 West, Walton County, Florida, LESS AND EXCEPT the South 134 feet of Government Lot 157.

Together with all rights and privileges necessary or convenient for the full enjoyment and use thereof including the right of ingress and egress to and from said lines and also the right to cut down, trim and chemically treat any trees and undergrowth within the easement areas or adjacent to said easement areas that may interfere with the safe operation of said lines.

TO HAVE AND TO HOLD the same to the said Gulf Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 9 day of Jan, 1997.

Milton Felner
Witness

Milton Felner
(Print or type full name)

Angela Williams
Witness

Angela Williams
(Print or type full name)

By: *Richard J. Ammerman* (SEAL)
RICHARD J. AMMERMAN, JR.

By: *Tae O. Ammerman* (SEAL)
TAE O. AMMERMAN

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 9th day of January, 1997, by RICHARD J. AMMERMAN and TAE O. AMMERMAN, who are personally known to me or who produced Driver's License as identification, and who did/did not take an oath.



NOTARY PUBLIC

Angela Williams
Angela Williams
(Print or type full name)

Commission Expires: Feb. 20, 2000
Serial No.:

RECORD VERIFIED
BY *Wendy K. K...*

FILED AND RECORDED
DATE 01/23/97 TIME 12:39
FL 542005 B 1586 P 272
CO:WALTON ST:FL
DAN BODIFORD CLERK
CO:WALTON ST:FL
DOC STAMPS .70
INTANG TAX .00

This legal Document
Prepared by D. R. Schofield
of Gulf Power Company,
P. O. Box 1131, Pensacola, Florida 32520

380951
NOTARY PUBLIC
CATHLEEN KING
CLERK CIRCUIT COURT
WALTON COUNTY, FLA.

463 PAGE 08
NOTARY RECORDS

DISTRIBUTION EASEMENT

1579g

'87 DEC 2 AM 10 04

STATE OF FLORIDA
COUNTY OF WALTON

KNOW ALL MEN BY THESE PRESENTS, that GARY L. BRYANT AND GUYN T. BRYANT (hereinafter "Grantor") for and in consideration of the sum of One Dollar (\$1.00) in hand paid by GULF POWER COMPANY, a corporation, the receipt whereof is hereby acknowledged, does hereby grant and convey to said Gulf Power Company, its successors and assigns, the right to construct, maintain and operate its line of poles (consisting of necessary poles) as the same shall be located by said Company, with the right from time to time to string wires thereon for the distribution of electric power, together with the right to allow the attachment of utilities providing communication or related services; and also the right to install, maintain and use the necessary anchors and guy wires in connection therewith upon, over and across the following described land in Walton County, Florida, to-wit:

The West 1/2 of the South 1/2 of Lot 62 of the U. S. Government Subdivision of Section 36, Township 3 South, Range 18 West, as per plat thereof on file in the public records of Walton County, Florida.

Together with all rights and privileges necessary or convenient for the full enjoyment and use thereof including the right of ingress and egress to and from said lines and also the right to cut and keep clear all trees that may injure or endanger said lines.

TO HAVE AND TO HOLD the same to the said company, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 14th day of November, 1987.

Signed, sealed and delivered
in the presence of:

Robert M. King
Allen Taylor

Gary L. Bryant (SEAL)
GARY L. BRYANT
Gwyn T. Bryant (SEAL)
Gwyn T. Bryant

STATE OF Florida
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 14th day of November 1987 by GARY L. BRYANT AND GUYN T. BRYANT.

Documentary Tax Pd. \$ 1.55
Intangible Tax Pd. \$
Cathleen King, Clerk, Walton County
By: Notary Public D.C.

Deborah J. Hannah
Notary Public
My Commission Expires:
Notary Public, State of Florida
My Commission Expires Jan. 31, 1991
Random Date Jan. 31, 1991

463 PAGE 08
NOTARY RECORDS



FILED AND RECORDED
DATE 06/22/2001 TM 13:52

08-TE.02-11/00

March 22, 2001

MARTHA INGLE CLERK
CO:WALTON ST:FL

This instrument prepared by,
or under the direction of,
Bob Deal
Department of Transportation
P. O. Box 607
Chipley, FL 32428

FL 674680 B 2333 P 1342
CO:WALTON ST:FL

Legal description approved by,
Elsie Toole

Parcel 721.1
Item/Segment No. 2206441
Managing District 3
S.R. No. 30 (U.S. 98)
County Walton

TEMPORARY EASEMENT

THIS EASEMENT made this 12th day of June, 2001, by and between EMERALD WATERS & ASSOCIATES, INC., a Florida Corporation, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of constructing the project according to current construction plans in, upon, over and through the following described land in Walton County, Florida, described as follows, viz:

A portion of Lots 160 and 161, Government Subdivision of Fractional Section 36, Township 3 South, Range 18 West, Walton County, Florida, described as follows: Commence at a 0.152 meter by 0.152 meter concrete monument with 0.064 meter G.L.O. disk marking the southeast corner of Northeast 1/4 of Southeast 1/4 of said Section 36; thence North 02°05'16" East 401.255 meters (1,316.45 feet) along the east line of said Northeast 1/4 of Southeast 1/4 to the existing northerly right of way line of State Road 30 (U.S. 98), as shown on F.D.O.T. Right of Way Map 60020-2522 (F.P. #2206441) (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida) and POINT OF BEGINNING; thence South 73°10'50" West 8.436 meters (27.68 feet) along said existing right of way line; thence departing said existing right of way line, run North 16°49'10" West 4.000 meters (13.12 feet); thence North 73°10'50" East 9.802 meters (32.16 feet) to the east line of said Section 36; thence South 02°00'32" West 2.439 meters (8.00 feet) along said east section line; thence South 02°05'16" West 1.788 meters (5.87 feet) along said east section line to said existing northerly right of way line of State Road 30 (U.S. 98) to POINT OF BEGINNING;

Containing 36.5 square meters (393 square feet), more or less, and being in Section 36, Township 3 South, Range 18 West, Walton County, Florida.

IT IS UNDERSTOOD and agreed by the parties hereto that the rights granted herein shall terminate upon completion of this transportation project, but no later than the last day of June, 2006.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: Katherine E. Payne Emerald Waters & Associates, Inc.

Its Payee Secretary

By: George Kingston
Its President

Signed, sealed and delivered in the presence of: (Two witnesses required by Florida Law)

Address of grantor:

Julian T. Otley
Print Name: JULIAN T. OTLEY

1776 PEACHTREE STREET, N.W.
SUITE 325 SOUTH
ATLANTA, GEORGIA 30309

Joan E. Dixon
Print Name: JOAN E. DIXON

(CORPORATE SEAL)

STATE OF Georgia
COUNTY OF Fayette

The foregoing instrument was acknowledged before me this day 6-12-01, by George Kingston, of Emerald Waters & Assoc, a Florida Corporation, who is personally known to me, ~~or who has produced~~ as identification.

Katherine E. Payne
Katherine E. Payne
(Type/print or stamp name under signature)
Title or rank (Serial No., if any) _____



FL 674680 B 2333 P 1343
CO:WALTON ST:FL

This Instrument prepared by:
LORI ELLEN WARD ESQUIRE
Matthews & Hawkins, P.A.
4475 Legendary Drive
Destin, FL 32541
850-837-3662

Easement Agreement

This Easement Agreement ("Agreement") is entered into this 16 day of ~~June~~ ^{July}, 2005, by and between Grande Pointe Developers, L.L.C., a Florida limited liability company (herein "Grantor"), and Caulie T. Knowles, III, and wife, Jo Ann Knowles (herein "Grantee").

WHEREAS, Grantor is the owner of certain real property located in Walton County, Florida, more particularly described on Exhibit "A", attached hereto and made a part hereof ("Grantor's Property");

WHEREAS, Grantee is the owner of certain of real property located in Walton County, Florida, more particularly described on Exhibit "B", attached here to and made a part here of ("Grantee's Property");

WHEREAS, Grantor intends to grant to Grantee a perpetual non exclusive easement and right-of-way upon and across Grantor's property on certain terms and conditions as more particularly set forth hereinbelow.

NOW THEREFORE, for ten dollars and other good and valuable consideration, and subject to the terms, conditions, and reservations set forth below, Grantor does hereby grant and convey unto Grantee, their heirs, successors and assigns, a perpetual non exclusive easement for ingress and egress, right of way, and for the installation, maintenance and repair of utilities upon, across, under and through Grantor's Property ("Easement Premises").

This grant is made subject to the following terms, conditions, and reservations:

1. **Covenants Running with the Land.** This instrument and the easement granted herein shall constitute a covenant running with the land and shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors and assigns of the parties hereto.

2. **Improvement, Maintenance, & Repair.** Grantor intends to improve the Easement Premises in accordance with the plat of Grande Pointe at Inlet Beach, recorded at Plat Book 16, Pages 75 through 75D, of the Public Records of Walton County, Florida. Grantee shall not have the right to improve or modify the Easement Premises, except for the installation, maintenance and repair of utilities in accordance herewith, without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion.

Grantor shall, at its own cost and expense, keep and maintain any and all improvements on the Easement Premises in good working order and condition, and shall make all necessary repairs and replacements thereto, structural and non structural, ordinary and extraordinary, except to the extent that such repairs or replacements are necessitated by the action or inaction of Grantee (or Grantee's respective successors, assigns, employees, tenants, servants, agents, suppliers, customers, or invitees), in which case all necessary repairs or replacements shall be made by Grantor at Grantee's cost and expense, and Grantee shall remit to Grantor payment in full for such costs and expenses within ten (10) days following Grantee's receipt of Grantor's written request for same. Grantee shall suffer no waste or nuisance with respect to the Easement Premises and any improvements or repairs thereto.

3. **Liens.** Grantee shall not permit any mechanic's, materialmen's, or other liens to stand against the Grantor's Property for work or materials furnished in connection with any improvements, maintenance, or repairs of the Easement Premises.

4. **Indemnity.** Grantee agrees that it will indemnify, defend, and hold Grantor harmless from any and all liability, damage, expense, cause of action, suits, claims, or judgments, including reasonable attorney's fees, arising from Grantee's (or Grantee's respective employees, tenants,

servants, agents, suppliers, customers, or invitees) use and enjoyment of the Easement Premises.

5. Right to Use Easement Premises. Grantor retains and reserves, unto itself as well as its successors, assigns, employees, tenants, servants, agents, suppliers, customers, or invitees, the right to continue to enjoy the use of the Easement Premises for any and all purposes which do not interfere with and prevent the use by Grantee of the said Easement Premises. The rights retained by Grantor include, but are not limited to, the rights of ingress and egress over the Easement Premises to Grantor's Property, the right to grant to others the rights of ingress and egress over the Easement Premises, the right to install utilities in the Easement Premises, and the right to dedicate all or any portion of the Easement Premises to any city for use as a public street, road, or alley. If the Grantor, or any of Grantor's successors or assigns, shall dedicate all or any part of the Easement Premises, the Grantee, and its successors and assigns, shall execute all instruments that may be necessary or appropriate to effectuate such dedication, without, however, extinguishing the rights granted to Grantee herein.

6. Attorney's Fees and Costs. If any party hereto shall be required to employ an attorney to enforce or defend the rights of such party hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the party so breaching its obligation pursuant to this Agreement.

7. Amendment or Modification. This Agreement constitutes the entire agreement between the parties and any amendment or modification hereto must be in writing executed by both parties and recorded in the official records of Walton County, Florida.

8. Governing Law, Venue. This Agreement has been entered into in the State of Florida and shall be construed in accordance with and governed by the laws thereof. Venue for any litigation arising pursuant to this Agreement shall be in the circuit court, in and for Walton County, Florida.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date set forth below their signatures.

WITNESSES:

GRANDE POINTE DEVELOPERS, L.L.C.

By Knowjak, Inc.
Its Manager

By: Jo Ann Knowles, Inc.
Jo Ann Knowles, Its President

Printed: Susan J. Ingram

Printed: Jo Ann Knowles, Inc.
STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Jo Ann Knowles, as President of Knowjak, Inc., in its capacity as Manager of Grande Pointe Developers, L.L.C., personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing Easement Agreement and she acknowledged before me that she executed same.

WITNESS my hand and official seal in the county and state last aforesaid this 6 day of July, 2005.



Susan J. Ingram
Commission # DD182068
Expires April 4, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A - Grantor's Property

All of the roads and common areas as reflected on the plat of Grande Pointe at Inlet Beach, a subdivision according to the plat thereof as recorded in Plat Book 16, Pages 75 through 75D, of the Public Records of Walton County, Florida, BUT SPECIFICALLY EXCLUDING all lots reflected on such plat.

EXHIBIT B - Grantee's Property

ALL OF GOVERNMENT LOT 35, LESS & EXCEPT THE SOUTH 361.38 FEET THEREOF, LYING IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 18 WEST, WALTON COUNTY, FLORIDA. PARCEL DESCRIBED CONTAINS 1.28 ACRES, MORE OR LESS.



This Legal Document
Prepared by D. R. Schofield
Gulf Power Company
One Energy Place
Pensacola, Florida 32520-0093

UNDERGROUND DISTRIBUTION EASEMENT

WO# 79324
TAX ID# 36-3S-18
EN# 93196

STATE OF FLORIDA
COUNTY OF WALTON

KNOW ALL MEN BY THESE PRESENTS that GRANDE POINTE DEVELOPERS, L. L. C., A FLORIDA LIMITED LIABILITY COMPANY (Grantor), whose address is 259 BAYWINDS DRIVE, DESTIN, FL 32541 for and in consideration of One And 00/100 Dollars (\$1.00) and other good and valuable considerations in hand paid by Gulf Power Company, a Maine corporation (Grantee), whose address is One Energy Place, Pensacola, Florida 32520-0093, the receipt whereof is hereby acknowledged, does hereby grant and convey to Grantee, its successors and assigns, the perpetual right to lay, bury, construct, operate, maintain, dig up and repair an underground electrical distribution system and necessary related overhead facilities, with all necessary conductors, ducts, conduit, transformers, connection boxes, facilities and equipment, necessary or convenient in connection therewith from time to time, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom, along, under and across the following described property in Walton County, Florida, to-wit:

THE STREETS AND PUBLIC/ PRIVATE WAYS IN GRANDE POINTE AT INLET BEACH A PLANNED UNIT DEVELOPMENT SITUATED IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 18 WEST ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16 AT PAGES 75, 75A, 75B, 75C AND 75D IN THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, AND ALSO: THAT CERTAIN SEVEN AND ONE-HALF FOOT (7.5') UTILITY EASEMENT AS SHOWN ON THE LOTS IN AFORESAID GRANDE POINTE AT INLET BEACH SUBDIVISION.

for the transmission, distribution, supply and sale to the public for power, heat and light; and also the perpetual right to lay, bury, construct, operate, maintain, dig up and repair such an underground electrical system on Grantor's adjoining property to serve present and future customers of Grantee, its successors and assigns with electric energy.

TO HAVE AND TO HOLD the same to the said Gulf Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 18th day of AUGUST, 2005.

GRANDE POINTE DEVELOPERS, L. L. C.,
A FLORIDA LIMITED LIABILITY
COMPANY

BY: KNOWJAK, INC., A FLORIDA
CORPORATION, ITS MANAGER

By: John L. Knowles
(Print or type full name)

Title: President

Attest:

By: _____

(Print or type full name)

Title: _____

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 18th day of August, 2005 by John L. Knowles as PRESIDENT and as _____ of KNOWJAK INC., A FLORIDA CORPORATION AS MANAGER on behalf of GRANDE POINTE DEVELOPERS, L. L. C., A FLORIDA LIMITED LIABILITY COMPANY who is/are personally known to me or who has produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC
Nicholas Land
Commission #DD263823
Expires: Nov 02, 2007
Bonded Firm
Atlantic Bonding Co., Inc.

EXHIBIT B
MEMORANDUM OF AGREEMENT AND EASEMENT

This Memorandum of Agreement and Easement (this "Easement") is made and entered into this 31st day of January, 2007 by and between Grande Pointe Homeowners Association, Inc. ("Association"), and KNOLOGY OF FLORIDA, INC., a Delaware corporation ("Operator").

W I T N E S S E T H:

WHEREAS, the Operator is in the business of providing cable television and telecommunications services; and

WHEREAS, Association owns certain real property and improvements designated as common property which is defined as those tracts of land that are (i) deeded to the Association and designated in the deed as Common Property, or (ii) labeled as a Common Area on the Plat. The term "Common Property" also means any personal property appurtenant to any real property owned by the Association or acquired by the Association if the personal property is designated as such in the bill of sale or other instrument conveying it. "Common Property" does not mean any area that is (i) dedicated in the plat to the county or municipal government or other party other than the Association, or (ii) sold or dedicated by the Association located at Grande Pointe at Inlet Beach recorded in PLAT Book 16, Pages 75 through 75D, of the Public Records of Walton County, Florida, which includes 178 planned homes the homes, together with all additional homes constructed on the property, being referred to as the "Property"); and

WHEREAS, Association desires to make Operator's services available to the residents of the Property (the "Residents"), and Operator is willing to provide such services to the Property, on the terms and conditions more particularly set forth in that certain Telecommunication Services Agreement entered into between Operator and Association on or about the date hereof (the "Agreement");

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. During the term of the Agreement, Association does hereby grant and convey to Operator, and its successors and assigns, a non-exclusive easement in, under, on, over, through and across the Property for the purposes of designing, constructing, installing, maintaining, repairing, updating and operating the System and network to provide: (i) on an exclusive basis, cable television services to deliver programming to the Residents to the extent permitted by federal, state, county or city, statute, ordinance or franchise agreement; and (ii) on a non-exclusive basis, telecommunications services (including without limitation local, long distance and international telephone service, and Internet and other data services) to the Residents (collective the "Services"), including without limitation underground cable, pedestal and other type closure locations, and power supply locations (collectively, the "System") installed on the Property by Operator, and more particularly described in the Agreement. The easement and other rights and interests granted to Operator in the Agreement and in this Easement constitute interests in real property and covenants binding upon Association and all subsequent Associations and others who may claim any interests in or upon the Property, and shall run with the title of the Property.

2. This Easement shall be governed by Florida law. This Easement, together with the Agreement, contains the entire agreement between the parties as to the matters contained herein and supersedes and controls prior agreements with respect thereto. This Easement can only be modified by written agreement signed by all of the parties hereto and their duly authorized agents.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be executed as of the date and year first set forth above.

Signed, sealed and delivered
in the presence of:

John D. [Signature]
Witness
Nicholas Land
Notary Public [SEAL] Commission #DD263823
Expires: Nov 02, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

My commission expires: _____

ASSOCIATION:

Grande Pointe Homeowners Association, Inc.,

By: [Signature]
Name: Jo Ann Knowles
Title: President

Signed, sealed and delivered
in the presence of:

Cathy S. Rambo
Witness

Cathy S. Rambo
Notary Public [SEAL]

My commission expires: _____

OPERATOR:

KNOLOGY OF PANAMA CITY, INC.

By: [Signature]
Its: VP Operations

