

THE BERNATH PLACE HOMEOWNERS ASSOCIATION

INDEX COVENANTS, CONDITIONS AND RESTRICTIONS

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THE BERNATH PLACE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions is hereby made and entered into this _____ day of _____, 1991, by THE BERNATH PLACE, INC., a Florida corporation, hereinafter referred to as "Declarant."

WITNESSETH: FILE# 9123033
RCD: SEP 24 1991 @ 12:20 PM

WHEREAS, Declarant is the Owner of certain property in Santa Rosa County, Florida, which is more particularly described as follows:

PARCELA: Commencing at the Southwest corner of the Peter Philabert Grant, Section 35, Township 1 North, Range 29 West, Santa Rosa County, Florida, lying on the North side of Bayou Mulatto, and running North following the Peter Philabert and Wilson Grant lines 104 rods; thence up the railroad 60 rods to a stake; thence Easterly 20 rods to the head of a branch; thence down said branch to the Philabert Creek; thence down said Creek to Bayou Mulatto to the POINT OF BEGINNING.

NOW, THEREFORE, Declarant does hereby declare that, except as expressly provided otherwise below, all the property described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to THE BERNATH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property (together with improvements thereon) owned by the Association for the common use and enjoyment of the Owners located in Santa Rosa County, Florida, more particularly described as follows:

PARK AREA: Commence at the intersection of the West line of Peter Philabert Grant, Section 35, Township 1 North, Range 29 West, Santa Rosa County, Florida and the Southeasterly right of line of Louisville and Nashville Railroad; thence go South 05°19'26" West along said West line for a distance of 1132.79 feet; thence go North 81°17'08" East for a distance of 498.35 feet; thence go South 34°16'15" West for a distance of 292.05 feet; thence go South 40°48'07" West for a distance of 135.28 feet to the POINT OF BEGINNING; thence continue South 40°48'07" West for distance of 434.70 feet; thence go South 12°07'13" West for a distance of 11.60 feet; thence go North 77°52'47" West for a distance of 10 feet to the aforesaid West line of Peter Philabert Grant; thence go North 05°19'26" East along said West line for a distance of 46.17 feet; thence go North 40°48'07" East for a distance of 412.08 feet; thence go South 49°11'53" East for a distance of 30 feet to the POINT OF BEGINNING. The above described parcel of land contains 0.299 acres.

BERNATH BOAT HOUSE: Commence at the intersection of the West line of the Peter Philabert Grant, Section 35, Township 1 North, Range 29 West, Santa Rosa County, Florida, and the Southeasterly right of way line of Louisville and Nashville Railroad; thence go South 05°19'26" West along said West line for a distance of 448.44 feet; thence go South 83°59'27" East for a distance of 983.12 feet; thence go South 00°14'11" East for a distance of 100.97 feet to a point of curvature of a curve to the right having a radius of 311.32 feet; thence go Southwesterly along said curve for an arc distance of 118.55 feet (CH = 117.83', CH BRG = S 10°40'20" W) to a point of tangency; thence go South 21°34'51" West for a distance of 218.00 feet to the POINT OF BEGINNING; thence continue South 21°34'51" West for a distance of 30.00 feet; thence go South 68°25'09" East for a distance of 207.25 feet; thence go North 23°29'24" East for a distance of 30.02 feet; thence go North 68°25'09" West for a distance of 208.25 feet to the POINT OF BEGINNING. The above described parcel of land contains 0.143 acres.

and shall also refer to any parcel of real property which is a part of Parcel A above, which may be acquired by the Association in the future for the common use and enjoyment of the Owners.

Section 3. "Declarant" shall mean and refer to The Bernath Place, Inc., a Florida corporation.

Section 4. "Lot" shall mean and refer to all of those Lots shown on the recorded subdivision plat of The Bernath Place, which plat is recorded in Plat Book E, page 10, of the public records of Santa Rosa County, Florida, and any and all lots as shown on any future plats to be recorded in the future, if such lots are contained within the Parcel "A" described above.



Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members and the vote for each lot shall be exercised as they determine. There shall only be one vote exercised for each Lot.

(b) Class B. Class B members shall be the Declarant (as defined in the Article I), and shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, or

(ii) four months after 75% of the Lots in the project have been conveyed by Warranty Deed to Lot purchasers, or

(iii) five years following conveyance of the first lot.

ARTICLE III
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments. The Owner of each Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) an annual assessment, and (b) any special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the owners, and for the improvement and maintenance of the common area, including the maintenance of common pier(s) and boat slip for the use of the owners. The Association shall have the obligation to maintain the common areas and shall pay all ad valorem real property taxes assessed upon them. The Association shall fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and/or improvements in and to the Common Areas.

Section 3. Annual Assessment. Beginning January 1, 1991, the maximum annual assessment shall be --\$60.00 per Lot (\$5.00 per month). Assessments will be due at the time of closing of the purchase of a lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than 20% above the potential maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 20% of the previous year's potential maximum assessment by a vote of 2/3 of the votes which can be cast by the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.

(d) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem real property taxes upon any Common Area, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area. Providing however,

See 3rd Amend.

that any such assessment shall have the assent of 2/3 of the votes which can be cast by the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) or 4 of this Article shall be sent by United States Mail, postage prepaid, to all Members (as of 30 days prior to date of mailing such notice) not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 75% of all votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be 50% of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots.

Section 7. Annual Assessment Periods and Due Date. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence prior to the first day of the first month after this document is recorded in the public records of Santa Rosa County, Florida, and shall commence thereafter as determined by the Association. Upon commencement, the Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot on the due date for such assessment. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Manner of Payment. All assessments shall be prorated to a 1/12th of the annual amount and shall be due on the first day of each month, unless the Board of Directors reasonably determines that it would be of convenience to the owners to pay on a quarterly, semi-annual, or annual basis.

Section 9. Effect of Non-payment of Assessments; Remedies of the Association. Any annual or special assessment not paid within 30 days after the due date shall bear interest from the due date at the highest legal rate. The Association may, after first giving 10 days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or abandonment of his Lot.

Section 10. Subordination of the Assessment Lien to First Mortgages.

(a) The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien thereon. However, the sale or transfer of any lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to the payments which became due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

(b) Non-payment of assessments shall not constitute a default under a FHA or VA insured mortgage.

ARTICLE IV
COMMON AREAS

Section 1. Owners' Easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument recorded which has been signed by two-thirds (2/3) of each class of the total membership, agreeing to such dedication, sale or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days and no more than 60 days in advance;

B. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property, but the rights of said Mortgagee in said property shall be subordinate to the rights of the Owners hereunder;

C. The right of the Association to suspend the voting rights and right to use of the common facilities of a member during any period in which such member shall be in default in the payment of any

assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 10 days for infraction of published rules and regulations;

D. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

E. The right of the Association, in accordance with its Articles and By-Laws, to reasonably limit the use of the common areas by published rules and regulations, including the number of guests and prescribing hours of usage.

F. The right of the Association to grant permits, licenses, and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 2. Delegation of Use. Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance with the By-Laws of the Association, his right to use and enjoyment of the Common Areas and facilities to the members of his family, guests, tenants, or contract purchasers who reside on the property.

Section 3. Grant/Reservation of Easements.

A. Declarant hereby grant a non-exclusive, perpetual easement and right of ingress and egress across, under and to all Common Areas unto each and all law enforcement, fire fighting and postal or delivery organizations, and to any other person, organizations or entities who, in the normal course of their operation, respond to public or private utility services.

B. Declarant, for themselves, their heirs and assigns, do hereby reserve a nonexclusive perpetual easement and right of ingress and egress, across, under, and to all Common Areas for purposes of construction thereon of subdivision improvements, sale of Lots and such other purposes and uses as Declarant deem appropriate or necessary in connection with the sale and development of the Lots within Casa Grande subdivision.

Section 4. The Common Area cannot be mortgaged or conveyed without the consent of Owners of at least 2/3 of the Lots of The Bernath Place subdivision.

ARTICLE V
ARCHITECTURAL REVIEW COMMITTEE

Section 1. The Architectural Review Committee, hereinafter referred to as "ARC", shall mean and refer to a committee of two or more persons appointed by THE BERNATH PLACE, INC., its successors and assigns. The purpose of the committee is to review all lot improvements by Owners at the preliminary design, final design, and construction drawing phases for conformance to the community design standards, both before, during and on the completion of construction of lot improvements.

Section 2. The ARC shall consist of a board or committee of two or more persons appointed by the Declarant at its sole discretion. After one hundred percent (100%) of the lots in the subdivision have been transferred, the Declarant shall appoint, in addition to the previous persons designated by Declarant, one other member to serve on the ARC, and that member shall be a representative from THE BERNATH PLACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, pier, dock, boathouse, or any other structure, shall be commenced, erected, or maintained upon the Properties nor shall any exterior addition or changes or alterations therein be made until the plans and specifications showing the nature, kind, size, shape, height, material color, and location of the same have been submitted to and approved in writing by the ARC as to design and location in relation to surrounding structures and topography. The plans submitted to the ARC without limitation, shall show and include the actual samples of exterior finish material and color treatment.

Section 2. No tree or large bush shall be removed without prior approval of the ARC.

Section 3. In the event the ARC, or a member designated by it, fails to approve or disapprove plans and specification within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

Section 4. The ARC may, in its sole discretion, reject any plans for construction of improvements of any type if the design is incompatible with the overall character for the subdivision. Any owner acquiring title to a lot in the subdivision from Declarant or from a successor in title of Declarant shall expect that the ARC will deny approval to a building or other improvement if the design is not compatible with the overall character and existing homes in the subdivision and is not in harmony with the surrounding area and preservation of trees. In order to minimize the cost and expense of architects and engineers on plans which are later denied by the

Standard mailboxes - See 4th Amend.

ARC, the owners of lots in the subdivision should submit preliminary plans to the ARC, so that owners will incur as little expenses as possible on designs which are found to be unacceptable by the ARC.

Section 5. ~~Horse stalls may be constructed only on those lots located in the Northwest block of Bernath Place Subdivision. A maximum of two horse stalls will be allowed on any one lot.~~

*See 4th Amend
Roof overhangs - not less than
12 inches.*

ARTICLE VII
EXTERIOR MAINTENANCE

In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII
BUILDING SETBACK LINES AND GREENBELT AREA

Section 1. No building shall be constructed within fifty (50) feet of the front or rear lot line of any lot. No building shall be constructed within ten (10) feet of the side lot line of any lot. The ARC reserves the right to waive violation of the setback line as long as it determines that the variance is in keeping with preservation of existing trees and does not diminish the value of the other lots in the subdivision, whether or not those lots have buildings thereon.

Section 2. With the setback area, the lot owner shall maintain a "Greenbelt" area. No tree or bush having a trunk diameter of two (2) inches, as measured four (4) feet above grade, shall be cut, without first receiving the approval of the ARC. No tree located within the building area, and having a trunk diameter of six (6) inches or greater (measured four (4) feet above grade), shall be cut or removed without the ARC approval. The site plan submitted to the ARC for review and approval shall accurately locate all such trees existing within the building areas and be flagged/staked accordingly in the field on the lot for ARC review.

The purpose of this restriction is to preserve the natural character of the properties.

ARTICLE IX
COMMON PIER AND BOATSLIPS

The Declarant has platted certain common areas and constructed two (2) piers and (1) boathouse for use of owners. It shall be the responsibility of the Association to maintain, manage and insure the piers and boathouse.

ARTICLE X
SEAWALLS

The owners of the first four consecutive waterfront lots east of the Park shall construct either a rip rap retaining wall or a CCA treated vertical sea wall with rip rap in front within 18 months after taking title to the lot. The cost of such construction shall be borne by said lot owners. The owner shall submit the retaining wall plans and specifications to the ARC for its approval prior to construction. The ARC reserves the right to reject any plan it deems inappropriate in its sole discretion.

ARTICLE XI
PROPERTY RESTRICTIONS

Section 1. All lots shall be used and occupied solely for residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed 2 1/2 stories, exclusive of pilings, in height and a detached private garage for not more than three (3) cars. If, for any reason, a building is placed on any site consisting of portions of two (2) or more numbered lots, then such building site shall be of an area of no less than the average area of the lots in the subdivision. The minimum living area of any residential unit constructed in the subdivision shall be 1,400 square feet of interior living space, exclusive of decks, porches and any interior portion of the dwelling not heated.

Section 2. No obnoxious or offensive activities shall be carried out upon the properties, nor shall anything be done thereon which may become an annoyance or nuisance to other owners.

Section 3. Subject to the approval of the ARC, fences may be erected. The ARC shall have complete control in its discretion as to the design, building material, and height of fences, and may refuse to authorize any fence whatsoever.

Section 4. No visible outside clothes lines are permitted in the subdivision. The ARC shall have the right to require the owners of any lot in the development to screen or enclose outside equipment or personal items stored outside of any dwelling unit, if the ARC in its discretion finds that the presence thereof is so

unattractive that the presence thereof is so unattractive that is inconsistent with the standards of appearance planned for the development. No outside poles, masts, or satellite dishes over 4 ft. in diameter are permitted.

Section 5. No camper or recreational vehicle of any sort, boat, or trailer shall be allowed to park on a regular basis on any street, common area or driveway in the subdivision. No truck larger than a one-half ton pick-up shall be allowed to park on a regular basis on any street or driveway in the subdivision. It is the intention of this restriction that all such vehicles and/or boats be properly parked in garages, car ports, or other enclosed areas so as not to be detrimental to the general appearance of the neighborhood.

Section 6. A maximum of 50% of each lot allowed to have horses will be used as grazing area, however a greenbelt area must be maintained on all sides of the lot.

ARTICLE VII GENERAL PROVISIONS

Section 1. The Association, the Declarant, or Any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for the successful enforcement of any conditions, restrictions or covenants herein contained (due to its violation or breach) or lien against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the Owner, Declarant or the Association who initiates such successful judicial proceeding for the enforcement of said condition, restriction, covenant or lien.

Section 2. Invalidity of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect thereafter.

Section 3. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contract for conveyance of any and all Lots, and shall be binding on all Owners and all persons claiming under them for a period of 20 years from the date of this Declaration is recorded unless amended by an instrument signed by at least Two-Thirds (2/3) of the each class of membership entitled to cast the votes of the Association. After the initial 20 year term, this Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a majority of all of the Owners of the Lots. Notwithstanding the foregoing, Declarant reserve unto themselves, their heirs and assigns, the right to amend this Declaration at any time within two years after date hereof, if doing so is necessary or advisable to accommodate FHA, VA, FNMA or the like, financing of residential structures within the subdivision. Any amendment of this Declaration must be recorded in the public records of Santa Rosa County, Florida.

Section 4. Neither the Association nor Declarant shall, in any way or manner, be held liable for failure to enforce the conditions, restrictions and covenants herein contained or to any Owner or any other person or entity for any violation of the restrictions set forth herein by any Owner other than itself.

Section 5. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association, Declarant, or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title.

Section 6. The Association may acquire and administer additional common area within the real property described as Parcel 1 above without the consent of the members of the Association within 10 years of the recording of the Declaration.

Section 7. All annexations made, in accordance with Section 6 of this Article will be subject to all of the Covenants, Conditions and Restrictions contained herein to be executed the day and year first above written.

Section 8. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned has caused its sign and seal to be affixed hereto and has duly authorized the undersigned officer(s) to sign on its behalf this 11TH day of SEPTEMBER, 1991.

Signed, sealed and delivered
 in the presence of:

THE BERNATH PLACE, INC.

Carol L. Ware
Kitty Hood

By: William B. Tumlin
 Its President
 (Corporate Seal)



JOINDER OF PARTIES WITH A SECURITY INTEREST

Carol L. Ware
Kitty Hood

FIRST NATIONAL BANK OF SANTA ROSA

By: Tony Hyper
 Its EXECUTIVE VICE PRESIDENT
 (Corporate Seal)



Mary R. Greening
Thomas C. L.

Paul Bernath Sr.
 PAUL BERNATH, SR.

Alice Black
Jack Hatt

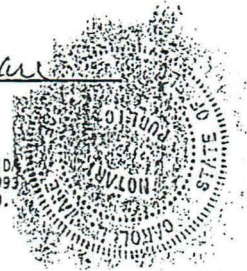
Florida Bernath Johnson
 FLORIDA BERNATH JOHNSON

State of Florida
 County of Santa Rosa

The foregoing instrument was acknowledged before me this 11TH day of SEPTEMBER, 1991, by WILLIAM B. TUMLIN, as PRESIDENT of The Bernath Place, Inc., a Florida corporation, on behalf of said corporation.

Carol L. Ware
 Notary Public
 My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXP. OCT. 21, 1993
 BONDED THRU GENERAL INS. UND.



State of Florida
County of Santa Rosa

The foregoing instrument was acknowledged before me this 11th day of SEPTEMBER, 1991, by
TONY HUGHES as EXECUTIVE VICE PRESIDENT of First National Bank
of Santa Rosa, on behalf of said bank.

Carol X. Wray

Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXP. OCT. 21, 1993
BORNED THRU GENERAL INS. UND.

State of Florida
County of Santa Rosa Rural

The foregoing instrument was acknowledged before me this 16th day of July, 1991, by Paul
Bernath, Sr.

Myron C. Lott

Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires July 20, 1993

State of Florida
County of Santa Rosa

The foregoing instrument was acknowledged before me this 14th day of July, 1991, by
Florida Bernath Johnson.

Carol L. Wehner Johnson

Notary Public
My Commission Expires:

Notary Public, Cobb County, Georgia
My Commission Expires March 11, 1993

SANTA ROSA COUNTY, FLORIDA
GERALD F. BARNES, CLERK

THE BERNATH PLACE
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Amended Declaration of Covenants, Conditions and Restrictions is hereby made and entered into this 8th day of October, 1991, by **THE BERNATH PLACE, INC.**, a Florida corporation, hereinafter referred to as "Declarant," to amend the Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 1201, page 411 of the public records of Santa Rosa County, Florida, hereinafter referred to as the "Original Declaration."

The covenants, conditions and restrictions set forth herein do hereby replace all of the covenants, conditions and restrictions set forth in the Original Declaration.

The covenants, conditions and restriction set forth herein shall prevail against any and all of the covenants, conditions and restrictions contained in the Original Declaration.

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain property in Santa Rosa County, Florida, which is more particularly described as follows:



PARCEL A: Commencing at the Southwest corner of the Peter Philabert Grant, Section 35, Township 1 North, Range 29 West, Santa Rosa County, Florida, lying on the North side of Bayou Mulatto, and running North following the Peter Philabert and Wilson Grant lines 104 rods; thence up the railroad 60 rods to a stake; thence Easterly 20 rods to the head of a branch; thence down said branch to the Philabert Creek; thence down said Creek to Bayou Mulatto to the POINT OF BEGINNING.

NOW, THEREFORE, Declarant does hereby declare that, except as expressly provided otherwise below, all the property described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to THE BERNATH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property (together with improvements thereon) owned by the Association for the common use and enjoyment of the Owners located in Santa Rosa County, Florida, more particularly described as follows:

See Exhibit "A", attached hereto and made a part hereof;

and shall also refer to any parcel of real property which is a part of Parcel A above, which may be acquired by the Association in the future for the common use and enjoyment of the Owners.

Section 3. "Declarant" shall mean and refer to The Bernath Place, Inc., a Florida corporation.

Section 4. "Lot" shall mean and refer to all of those Lots shown on the recorded subdivision plat of The Bernath Place, which plat is recorded in Plat Book F, page 10, of the public records of Santa Rosa County, Florida, and any and all lots as shown on any future plats to be recorded in the future, if such lots are contained within the Parcel "A" described above.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

(a) **Class A.** Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all

such persons shall be members and the vote for each lot shall be exercised as they determine. There shall only be one vote exercised for each Lot.

(b) Class B. Class B members shall be the Declarant (as defined in the Article I), and shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, or

(ii) four months after 75% of the Lots in the project have been conveyed by Warranty Deed to Lot purchasers, or

(iii) five years following conveyance of the first lot.

ARTICLE III ASSESSMENTS

** OFFICIAL RECORDS **
BK 1208 PG 325

Section 1. Creation of the Lien and Personal Obligation Assessments. The Owner of each Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) an annual assessment, and (b) any special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the owners, and for the improvement and maintenance of all common area, including the maintenance of the roads and adjacent swales, common pier(s) and boat slip for the use of the owners. The Association shall have the obligation to maintain the common areas and shall pay all ad valorem real property taxes assessed upon them. The Association shall fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and/or improvements in and to the Common Areas. Maintenance of all roads shall comply with all applicable storm water regulations.

The Association shall have the obligation and responsibility to maintain the railroad crossing as shown on the drawing which is attached as Exhibit "B" and all improvements thereon to the Department of Transportation's standards. The Association shall also have the obligation and responsibility to maintain all underground utilities.

Section 3. Annual Assessment. Beginning January 1, 1991, the maximum annual assessment shall be \$60.00 per Lot (\$5.00 per month). Assessments will be due at the time of closing of the purchase of a lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than 20% above the potential maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 20% of the previous year's potential maximum assessment by a vote of 2/3 of the votes which can be cast by the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the potential maximum assessment.

(d) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem real property taxes upon any Common Area and to maintain the railroad crossing as shown on the drawing attached as Exhibit B and all improvements thereon to the Department of Transportation's standards. No limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes and such maintenance expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area. Providing however, that any such assessment shall have the assent of 2/3 of the votes which can be cast by the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every Owner subject thereto.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) or 4 of this Article shall be sent by United States Mail, postage prepaid, to all Members (as of 30 days prior to date of mailing such

notice) not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 75% of all votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be 50% of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots.

Section 7. Annual Assessment Periods and Due Date. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence prior to the first day of the first month after this document is recorded in the public records of Santa Rosa County, Florida, and shall commence thereafter as determined by the Association. Upon commencement, the Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot on the due date for such assessment. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Manner of Payment. All assessments shall be prorated to a 1/12th of the annual amount and shall be due on the first day of each month, unless the Board of Directors reasonably determines that it would be of convenience to the owners to pay on a quarterly, semi-annual, or annual basis.

Section 9. Effect of Non-payment of Assessments; Remedies of the Association. Any annual or special assessment not paid within 30 days after the due date shall bear interest from the due date at the highest legal rate. The Association may, after first giving 10 days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or abandonment of his Lot.

Section 10. Subordination of the Assessment Lien to First Mortgages.

(a) The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien thereon. However, the sale or transfer of any lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to the payments which became due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter coming due or from the lien thereof.

(b) Non-payment of assessments shall not constitute a default under a FHA or VA insured mortgage.

ARTICLE IV
COMMON AREAS

**** OFFICIAL RECORDS ****
BK 1208 PG 326

Section 1. Owners' Easements of Use and Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument recorded which has been signed by two-thirds (2/3) of each class of the total membership, agreeing to such dedication, sale or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days and no more than 60 days in advance;

B. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property, but the rights of said Mortgagee in said property shall be subordinate to the rights of the Owners hereunder;

C. The right of the Association to suspend the voting rights and right to use of the common facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 10 days for infraction of published rules and regulations;

D. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

E. The right of the Association, in accordance with its Articles and By-Laws, to reasonably limit the

use of the common areas by published rules and regulations, including the number of guests and prescribing hours of usage.

F. The right of the Association to grant permits, licenses, and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 2. Delegation of Use. Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance with the By-Laws of the Association, his right to use and enjoyment of the Common Areas and facilities to the members of his family, guests, tenants, or contract purchasers who reside on the property.

Section 3. Grant/Reservation of Easements.

A. Declarant hereby grant a non-exclusive, perpetual easement and right of ingress and egress across, under and to all Common Areas unto each and all law enforcement, fire fighting and postal or delivery organizations, and to any other person, organizations or entities who, in the normal course of their operation, respond to public or private utility services.

B. Declarant, for themselves, their heirs and assigns, do hereby reserve a nonexclusive perpetual easement and right of ingress and egress, across, under, and to all Common Areas for purposes of construction thereon of subdivision improvements, sale of Lots and such other purposes and uses as Declarant deem appropriate or necessary in connection with the sale and development of the Lots within The Bernath Place subdivision.

Section 4. The Common Area cannot be mortgaged or conveyed without the consent of Owners of at least 2/3 of the Lots of The Bernath Place subdivision.

ARTICLE V
ARCHITECTURAL REVIEW COMMITTEE

Section 1. The Architectural Review Committee, hereinafter referred to as "ARC", shall mean and refer to a committee of two or more persons appointed by THE BERNATH PLACE, INC., its successors and assigns. The purpose of the committee is to review all lot improvements by Owners at the preliminary design, final design, and construction drawing phases for conformance to the community design standards, both before, during and on the completion of construction of lot improvements.

Section 2. The ARC shall consist of a board or committee of two or more persons appointed by the Declarant at its sole discretion. After one hundred percent (100%) of the lots in the subdivision have been transferred, the Declarant shall appoint, in addition to the previous persons designated by Declarant, one other member to serve on the ARC, and that member shall be a representative from THE BERNATH PLACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE VI
ARCHITECTURAL CONTROL

** OFFICIAL RECORDS **
BK 1208 PG 327

Section 1. No building, fence, wall, pier, dock, or any other structure, shall be commenced, erected, or maintained upon the Properties nor shall any exterior addition or changes or alterations therein be made until the plans and specifications showing the nature, kind, size, shape, height, material color, and location of the same have been submitted to and approved in writing by the ARC as to design and location in relation to surrounding structures and topography. The plans submitted to the ARC without limitation, shall show and include the actual samples of exterior finish material and color treatment.

Section 2. No tree or large bush shall be removed without prior approval of the ARC.

Section 3. In the event the ARC, or a member designated by it, fails to approve or disapprove plans and specification within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

Section 4. The ARC may, in its sole discretion, reject any plans for construction of improvements of any type if the design is incompatible with the overall character for the subdivision. Any owner acquiring title to a lot in the subdivision from Declarant or from a successor in title of Declarant shall expect that the ARC will deny approval to a building or other improvement if the design is not compatible with the overall character and existing homes in the subdivision and is not in harmony with the surrounding area and preservation of trees. In order to minimize the cost and expense of architects and engineers on plans which are later denied by the ARC, the owners of lots in the subdivision should submit preliminary plans to the ARC, so that owners will incur as little expenses as possible on designs which are found to be unacceptable by the ARC.

Section 5. Horse stalls are prohibited on all lots except for Lots 42, 43, 44, 45 and 46, Block A, of The Bernath Place, as set forth on the plat thereof recorded in Plat Book F, page 10 of the public records of Santa Rosa County, Florida.

ARTICLE VII
EXTERIOR MAINTENANCE

** OFFICIAL RECORDS **
BK 1208 PG 328

In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII
BUILDING SETBACK LINES AND GREENBELT AREA

Section 1. No building shall be constructed within fifty (50) feet of the front or rear lot line of any lot. No building shall be constructed within ten (10) feet of the side lot line of any lot. The ARC reserves the right to waive violation of the setback line as long as it determines that the variance is in keeping with preservation of existing trees and does not diminish the value of the other lots in the subdivision, whether or not those lots have buildings thereon.

Section 2. With the setback area, the lot owner shall maintain a "Greenbelt" area. No tree or bush having a trunk diameter of two (2) inches, as measured four (4) feet above grade, shall be cut, without first receiving the approval of the ARC. No tree located within the building area, and having a trunk diameter of six (6) inches or greater (measured four (4) feet above grade), shall be cut or removed without the ARC approval. The site plan submitted to the ARC for review and approval shall accurately locate all such trees existing within the building areas and be flagged/staked accordingly in the field on the lot for ARC review.

The purpose of this restriction is to preserve the natural character of the properties.

ARTICLE IX
COMMON PIER AND BOATSLIPS

The Declarant has platted certain common areas and constructed two (2) piers for use of owners. It shall be the responsibility of the Association to maintain, manage and insure the piers.

ARTICLE X
SEAWALLS

The owners of the first four consecutive waterfront lots east of the Park shall construct either a rip rap retaining wall or a CCA treated vertical sea wall with rip rap in front within 18 months after taking title to the lot. The cost of such construction shall be borne by said lot owners. The owner shall submit the retaining wall plans and specifications to the ARC for its approval prior to construction. The ARC reserves the right to reject any plan it deems inappropriate in its sole discretion.

ARTICLE XI
PROPERTY RESTRICTIONS

Section 1. All lots shall be used and occupied solely for residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed 2 1/2 stories, exclusive of pilings, in height and a detached private garage for not more than three (3) cars. If, for any reason, a building is placed on any site consisting of portions of two (2) or more numbered lots, then such building site shall be of an area of no less than the average area of the lots in the subdivision. The minimum living area of any residential unit constructed in the subdivision shall be 1,500 square feet of interior living space, exclusive of decks, porches and any interior portion of the dwelling not heated.

Section 2. No obnoxious or offensive activities shall be carried out upon the properties, nor shall anything be done thereon which may become an annoyance or nuisance to other owners.

Section 3. Subject to the approval of the ARC, fences may be erected. The ARC shall have complete control in its discretion as to the design, building material, and height of fences, and may refuse to authorize any fence whatsoever.

Section 4. No visible outside clothes lines are permitted in the subdivision. The ARC shall have the right to require the owners of any lot in the development to screen or enclose outside equipment or personal items stored outside of any dwelling unit, if the ARC in its discretion finds that the presence thereof is so unattractive that the presence thereof is so unattractive that is inconsistent with the standards of appearance planned for the development. No outside poles, masts, or satellite dishes over 4 ft. in diameter are permitted.

Section 5. No camper or recreational vehicle of any sort, boat, or trailer shall be allowed to park on a regular basis on any street, common area or driveway in the subdivision. No truck larger than a one-half ton pick-up shall be allowed to park on a regular basis on any street or driveway in the subdivision. It is the

intention of this restriction that all such vehicles and/or boats be properly parked in garages, car ports, or other enclosed areas so as not to be detrimental to the general appearance of the neighborhood.

ARTICLE XII
LIABILITY INSURANCE

The Association shall, at all times, maintain general liability insurance on all of the common areas and railroad crossings, as shown on Exhibit "B", in the amount of \$ 1,000,000.00
- *One Million Dollars* -

ARTICLE XIII
GENERAL PROVISIONS

Section 1. The Association, the Declarant, or Any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for the successful enforcement of any conditions, restrictions or covenants herein contained (due to its violation or breach) or lien against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the Owner, Declarant or the Association who initiates such successful judicial proceeding for the enforcement of said condition, restriction, covenant or lien.

Section 2. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect thereafter.

Section 3. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contract for conveyance of any and all Lots, and shall be binding on all Owners and all persons claiming under them for a period of 20 years from the date of this Declaration is recorded unless amended by an instrument signed by at least Two-Thirds (2/3) of the each class of membership entitled to cast the votes of the Association. After the initial 20 year term, this Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a majority of all of the Owners of the Lots. Notwithstanding the foregoing, Declarant reserve unto themselves, their heirs and assigns, the right to amend this Declaration at any time within two years after date hereof, if doing so is necessary or advisable to accommodate FHA, VA, FNMA or the like, financing of residential structures within the subdivision. Any amendment of this Declaration must be recorded in the public records of Santa Rosa County, Florida.

Section 4. Neither the Association nor Declarant shall, in any way or manner, be held liable for failure to enforce the conditions, restrictions and covenants herein contained or to any Owner or any other person or entity for any violation of the restrictions set forth herein by any Owner other than itself.

Section 5. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association, Declarant, or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title.

Section 6. The Association may acquire and administer additional common area within the real property described as Parcel A above without the consent of the members of the Association within 10 years of the recording of the Declaration.

Section 7. All annexations made, in accordance with Section 6 of this Article will be subject to all of the Covenants, Conditions and Restrictions contained herein to be executed the day and year first above written.

Section 8. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned has caused its sign and seal to be affixed hereto and has duly authorized the undersigned officer(s) to sign on its behalf this 8th day of October, 1991.

Signed, sealed and delivered
in the presence of:

Krista R. Harselson
Witness: Krista R. Harselson

Rural Bank
Witness: Laura L. Lentell

THE BERNATH PLACE, INC.

By: William B. Thompson
William B. Thompson

Its President

(Corporate Seal)

JOINDER OF PARTIES WITH A SECURITY INTEREST

Carol K. Ware
Carol K. Ware
Karen J. Bennett
KAREN J. BENNETT

FIRST NATIONAL BANK OF SANTA ROSA

By: Ben C. Otis
BEN C. OTIS
Its SR. VICE PRESIDENT

(Corporate Seal)

Carole A. Hallahan
Witness: Carole A. Hallahan
Mary C. L.
Witness: Mary C. L.

Paul Bernath Jr.
Paul Bernath, Jr., as Trustee of the
Paul Bernath, Jr. Revocable Living Trust
created under agreement dated 7/16/91

Carole A. Hallahan
Witness: Carole A. Hallahan
Mary C. L.
Witness: Mary C. L.

Irene E. Bernath
Irene E. Bernath, as Trustee of the
Paul Bernath, Jr. Revocable Living Trust
created under agreement dated 7/16/91

SK Thompson
Witness: SK Thompson
Pat Black
Witness: Pat Black

Florida Bernath Johnson
FLORIDA BERNATH JOHNSON

** OFFICIAL RECORDS **
BK 1208 PG 330

State of Florida
County of Santa Rosa

The foregoing instrument was acknowledged before me this 8th day of October, 1991 by William B. Tumbler as President of The Bernath Place, Inc., a Florida corporation, on behalf of the corporation.

Laura P. Centell
Notary Public: Laura P. Centell
My Commission Expires: 12-1-94

State of Florida
County of Santa Rosa

The foregoing instrument was acknowledged before me this 22 day of OCTOBER, 1991 by BEN C. OTIS as SR. VICE PRESIDENT of First National Bank of Santa Rosa, on behalf of said bank.

Carol L. Ware
Notary Public: Carol L. Ware
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 21, 1993
BONDED THRU GENERAL INS. UND.

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 16th day of October, 1991, by Paul Bernath, Jr. and Irene E. Bernath, as Trustees of the Paul Bernath, Jr. Revocable Living Trust created under agreement dated July 16, 1991.

Thomas C. 2
Notary Public
My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires July 20, 1993

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 21st day of October, 1991 by Florida Bernath Johnson.

Carol L. DeLeon
Notary Public: Carol L. DeLeon
My Commission Expires:
Notary Public, Bobb County, Georgia
My Commission Expires March 11, 1993

** OFFICIAL RECORDS **
BK 1208 PG 331

This Document Prepared By:
JACK LOCKLIN, JR.
Johnson, Green & Locklin, P.A.
Post Office Box 605
Milton, FL 32572

DESCRIPTION (BERNATH DRIVE: 60' R/W)

A SIXTY FOOT WIDE PARCEL OF LAND IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA, LYING THIRTY FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, LYING ON THE NORTH SIDE OF DAYOU MULATTO; THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT FOR A DISTANCE OF 1738.35 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD (100' R/W); THENCE GO NORTH 40 DEGREES 34 MINUTES 38 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 476.10 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 5680 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 890.48 FEET (CHORD = 897.54', DELTA 09°03'48") TO THE POINT OF BEGINNING OF SAID CENTERLINE OF BERNATH DRIVE (60' R/W) AS SHOWN ON THE PLAT OF THE BERNATH PLACE RECORDED IN PLAT BOOK "F" AT PAGE 10 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY; THENCE GO SOUTH 09 DEGREES 41 MINUTES 31 SECONDS EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 41.71 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 101.10 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 92.87 FEET TO THE POINT OF TANGENCY; THENCE GO SOUTH 42 DEGREES 56 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 319.95 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 252.74 FEET; THENCE GO ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 190.45 FEET (CHORD = 185.97', CHORD BEARING = S 20°57'05" W) TO THE POINT OF TANGENCY; THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 289.24 FEET; THENCE GO NORTH 09 DEGREES 45 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 187.42 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 70.00 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 109.96 FEET (CHORD = 98.99', CHORD BEARING S 45°14'11" E) TO THE POINT OF TANGENCY; THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 751.94 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 397.55 FEET; THENCE GO ALONG SAID CURVE FOR AN ARC DISTANCE OF 156.70 FEET (CHORD = 155.69', CHORD BEARING = S 11°03'18" W) TO THE POINT OF TANGENCY; THENCE GO SOUTH 22 DEGREES 20 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 171.00 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 951.47 FEET; THENCE GO ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 176.95 FEET (CHORD = 176.69', CHORD BEARING = S 17°01'07" W) TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 603.67 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 176.20 FEET (CHORD = 175.57', CHORD BEARING = S 20°03'09" W) TO A POINT OF TANGENCY; THENCE GO SOUTH 28 DEGREES 24 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 136.70 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 99.49 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 131.12 FEET (CHORD = 121.83', CHORD BEARING = S 66°10'15" W) TO A POINT OF TANGENCY; THENCE GO NORTH 76 DEGREES 04 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 463.79 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE; SAID POINT BEING A RADIUS POINT OF A CUL-DE-SAC HAVING A RADIUS OF 60 FEET. ALL BEING THE SAME AS SHOWN ON THE RECORD PLAT OF THE BERNATH PLACE, RECORDED IN PLAT BOOK "F" AT PAGE 10 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

DESCRIPTION (McMILLAN CREEK DRIVE 60' R/W)

A SIXTY FOOT WIDE PARCEL OF LAND IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA, LYING THIRTY FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, LYING ON THE NORTH SIDE OF BAYOU MULATTO; THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT FOR A DISTANCE OF 1730.35 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD (100' R/W); THENCE GO NORTH 40 DEGREES 34 MINUTES 30 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 476.10 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 5680 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 890.40 FEET (CHORD = 897.54', DELTA 09°03'40") TO THE CENTERLINE OF BERNATH DRIVE (60' R/W) AS SHOWN ON THE PLAT OF THE BERNATH PLACE RECORDED IN PLAT BOOK "F" AT PAGE 10 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY; THENCE GO SOUTH 09 DEGREES 41 MINUTES 31 SECONDS EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 41.71 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 101.10 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 92.07 FEET TO THE POINT OF TANGENCY; THENCE GO SOUTH 42 DEGREES 56 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 319.95 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 252.74 FEET; THENCE GO ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 190.45 FEET (CHORD = 185.97', CHORD BEARING = S 20°57'05" W) TO THE POINT OF TANGENCY; THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 289.24 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE OF McMILLAN CREEK DRIVE (60' R/W); THENCE GO SOUTH 74 DEGREES 06 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 251.31 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 145.05 FEET; THENCE GO ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 108.23 FEET (CHORD = 175.30', CHORD BEARING = S 36°56'23" W) TO THE POINT OF TANGENCY; THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 525.14 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 55.77 FEET; THENCE GO ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 81.52 FEET (CHORD = 74.46', CHORD BEARING = S 42°16'44" E) TO THE POINT OF TANGENCY; THENCE GO SOUTH 83 DEGREES 59 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 558.04 FEET TO THE CENTERLINE INTERSECTION OF McMILLAN CREEK DRIVE AND BERNATH DRIVE (60' R/W) FOR TERMINATION OF SAID CENTERLINE. ALL BEING THE SAME AS SHOWN ON THE RECORD PLAT OF THE BERNATH PLACE, RECORDED IN PLAT BOOK "F" AT PAGE 10 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

COMMON AREA BETWEEN LOT 35 & 36

BEGIN AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, BEING ON THE NORTH SIDE OF MULATTO BAYOU; THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID WEST LINE, GO NORTH 30 DEGREES 57 MINUTES 59 SECONDS EAST A DISTANCE OF 349.17 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF BERNATH DRIVE, SAID RIGHT OF WAY BEING A CULDESAC WHICH HAS A RADIUS OF 60.00 FEET AND IS CONCAVE TO THE NORTHEAST; THENCE GO EASTERLY ALONG SAID CURVE A DISTANCE OF 10.01 FEET, SAID CURVE HAS A DELTA ANGLE OF 09°33'37", A CHORD BEARING OF S 37°31'46" E AND A CHORD DISTANCE OF 10.00 FEET; THENCE GO SOUTH 27 DEGREES 45 MINUTES 26 SECONDS WEST A DISTANCE OF 387.69 FEET; THENCE GO NORTH 79 DEGREES 30 MINUTES 58 SECONDS WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 0.17 ACRES.

NORTHWEST OF ENTRANCE ROAD COMMON AREA

COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, BEING ON THE NORTH SIDE OF MULLATTO BAYOU, THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT A DISTANCE OF 1,183.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 555.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD (100' R/W); THENCE GO NORTH 40 DEGREES 34 MINUTES 38 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 476.10 FEET TO A CURVE HAVING A RADIUS OF 5680 FEET; THENCE GO NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 863.62 FEET (CHORD = 862.78', DELTA = 08°42'42") TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BERNATH DRIVE (60' R/W PRIVATE); THENCE GO SOUTH 09 DEGREES 41 MINUTES 31 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 23.95 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 71.10 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 65.31 FEET (CHORD = 63.04', CHORD BEARING = S 16°37'23" W) TO THE POINT OF TANGENCY; THENCE GO SOUTH 42 DEGREES 56 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 319.95 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 282.74 FEET; THENCE GO SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 213.06 FEET (CHORD = 208.05', CHORD BEARING = S 21°21'03" E) TO THE POINT OF TANGENCY; THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 247.53 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 41.09 FEET; THENCE GO SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 53.32 FEET (CHORD 49.66', CHORD BEARING = S 36°56'23" W) TO THE POINT OF TANGENCY, ALSO BEING THE SOUTHEAST CORNER OF LOT 62 BLOCK B THE BERNATH PLACE; THENCE GO NORTH 00 DEGREES 14 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 336.24 FEET; THENCE GO SOUTH 57 DEGREES 37 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 271.33 FEET; THENCE GO SOUTH 40 DEGREES 34 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 520.00 FEET; THENCE GO SOUTH 05 DEGREES 19 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 510.52 FEET; THENCE GO NORTH 89 DEGREES 50 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 289.42 FEET TO THE WEST RIGHT OF WAY LINE OF MCMILLAN CREEK (60' R/W PRIVATE); THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 10.00 FEET; THENCE GO SOUTH 85 DEGREES 57 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 323.37 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA.

COMMON AREA BETWEEN LOTS 7 & 8, BLOCK A

COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, BEING ON THE NORTH SIDE OF MULATTO BAYOU, THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT A DISTANCE OF 1748.96 FEET; THENCE DEPARTING SAID WEST LINE, GO SOUTH 84 DEGREES 40 MINUTES 34 SECONDS EAST A DISTANCE OF 937.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF BERNATH DRIVE (60' R/W) AND THE POINT OF BEGINNING; THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO NORTH 89 DEGREES 45 MINUTES 49 SECONDS EAST A DISTANCE OF 134.41 FEET; THENCE GO NORTH 78 DEGREES 04 MINUTES 28 SECONDS EAST A DISTANCE OF 279.19 FEET; THENCE GO NORTH 42 DEGREES 40 MINUTES 30 SECONDS WEST A DISTANCE OF 11.64 FEET; THENCE GO SOUTH 78 DEGREES 04 MINUTES 28 SECONDS WEST A DISTANCE OF 133.39 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 0.094 ACRES.

SOUTHEAST OF ENTRANCE ROAD COMMON AREA

COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, BEING ON THE NORTH SIDE OF MULATTO BAYOU, THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT A DISTANCE OF 1738.35 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD (100' R/W); THENCE GO NORTH 40 DEGREES 34 MINUTES 38 SECONDS EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 476.10 FEET TO A POINT OF CURVATURE; THENCE GO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5680 FEET FOR AN ARC DISTANCE OF 933.34 FEET (CHORD = 932.29 FEET; CHORD BEARING = N 45°17'40" E) TO AN EXISTING CONCRETE MONUMENT ON THE EASTERLY RIGHT OF WAY LINE OF BERNATH DRIVE (60' R/W PRIVATE) FOR THE POINT OF BEGINNING; THENCE GO SOUTH 42 DEGREES 48 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 150.00 FEET; THENCE GO SOUTH 47 DEGREES 46 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 437.22 FEET; THENCE GO NORTH 42 DEGREES 40 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 13.52 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED BERNATH DRIVE; THENCE GO NORTH 42 DEGREES 56 MINUTES 17 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 310.10 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 131.10 FEET; THENCE GO NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 120.42 FEET (CHORD = 116.24'; CHORD BEARING = N 16°37'23" E) TO A POINT OF TANGENCY; THENCE GO NORTH 09 DEGREES 41 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 59.47 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA.

90 FOOT COMMON AREA

COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, BEING ON THE NORTH SIDE OF MULATTO BAYOU, THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT A DISTANCE OF 706.74 FEET; THENCE DEPARTING SAID WEST LINE, GO NORTH 80 DEGREES 10 MINUTES 06 SECONDS EAST A DISTANCE OF 696.50 FEET; THENCE GO NORTH 00 DEGREES 14 MINUTES 11 SECONDS WEST A DISTANCE OF 298.39 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MCMILLAN CREEK DRIVE (60' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 14 MINUTES 11 SECONDS WEST A DISTANCE OF 735.96 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BERNATH DRIVE (60' R/W); THENCE GO NORTH 74 DEGREES 06 MINUTES 56 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 66.60 FEET; THENCE GO NORTH 89 DEGREES 45 MINUTES 49 SECONDS EAST A DISTANCE OF 25.87 FEET; THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST A DISTANCE OF 763.77 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF MCMILLAN CREEK DRIVE (60' R/W); THENCE GO NORTH 83 DEGREES 59 MINUTES 27 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 90.54 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 1.554 ACRES.

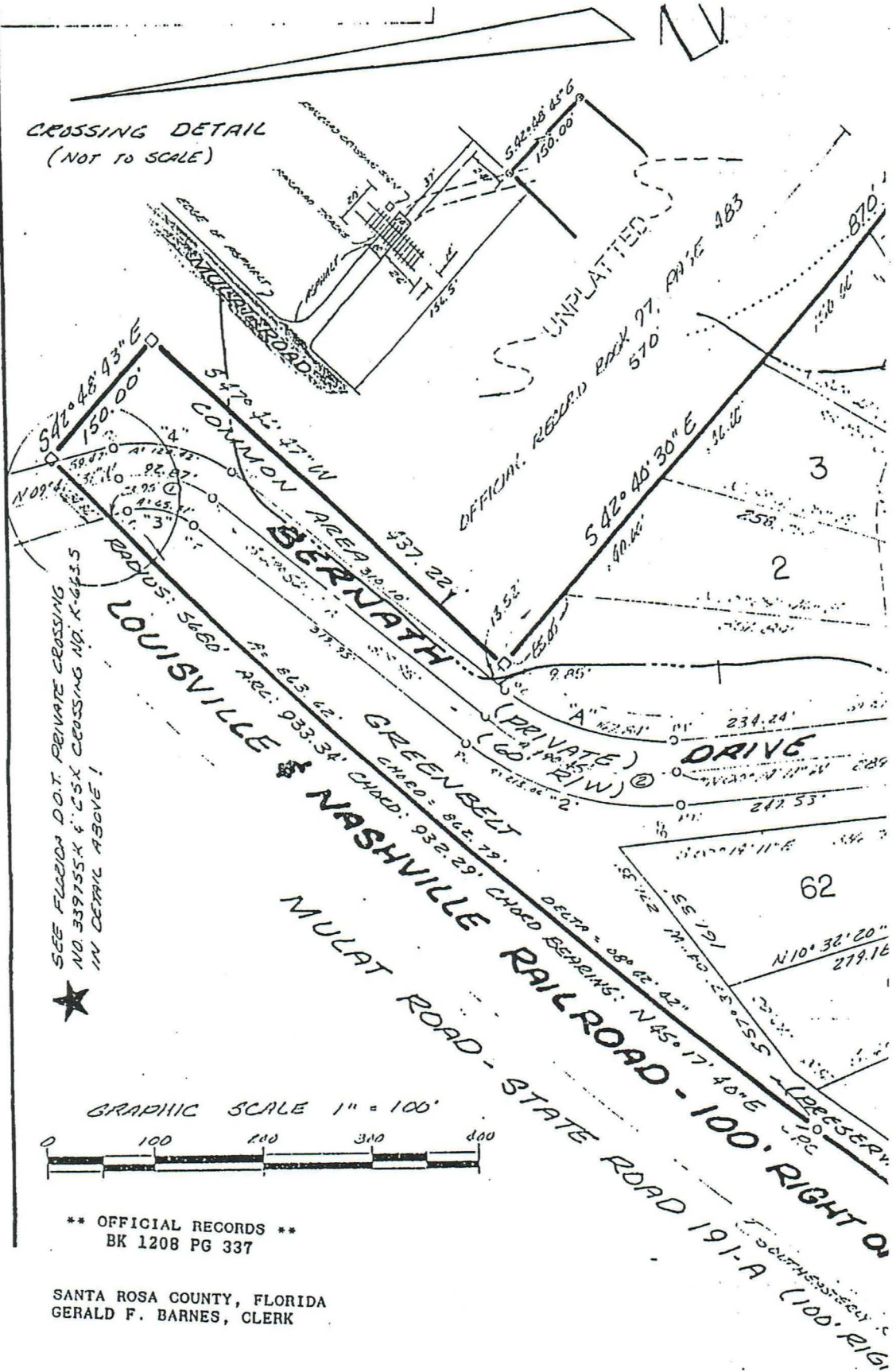
** OFFICIAL RECORDS **
BK 1208 PG 335

BOAT DOCK COMMON AREA

COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, BEING ON THE NORTH SIDE OF MULATTO BAYOU, THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT A DISTANCE OF 899.27 FEET; THENCE DEPARTING SAID WEST LINE, GO SOUTH 84 DEGREES 40 MINUTES 34 SECONDS EAST A DISTANCE OF 940.67 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF BERNATH DRIVE (60' R/W) AND THE POINT OF BEGINNING; THENCE GO SOUTH 22 DEGREES 20 MINUTES 47 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 30.09 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO SOUTH 58 DEGREES 29 MINUTES 58 SECONDS EAST A DISTANCE OF 289.06 FEET TO A POINT ON THE WATERS EDGE OF PHILABERT CREEK, SAID POINT KNOWN AS POINT "A"; THENCE GO NORTHERLY ALONG SAID WATERS EDGE TO A POINT WHICH IS NORTH 09 DEGREES 46 MINUTES 06 SECONDS EAST A DISTANCE OF 37.24 FEET FROM SAID POINT "A"; THENCE GO NORTH 58 DEGREES 29 MINUTES 58 SECONDS WEST A DISTANCE OF 280.10 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 0.21 ACRES MORE OR LESS.

RETENTION AREA

COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, BEING ON THE NORTH SIDE OF MULATTO BAYOU, THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT A DISTANCE OF 665.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 41.44 FEET; THENCE DEPARTING SAID WEST LINE, GO NORTH 80 DEGREES 10 MINUTES 06 SECONDS EAST A DISTANCE OF 696.50 FEET; THENCE GO NORTH 00 DEGREES 14 MINUTES 11 SECONDS WEST A DISTANCE OF 238.03 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MCMILLAN CREEK DRIVE (60' R/W); THENCE GO SOUTH 83 DEGREES 59 MINUTES 27 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 90.54 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST A DISTANCE OF 253.53 FEET; THENCE GO SOUTH 80 DEGREES 10 MINUTES 06 SECONDS WEST A DISTANCE OF 192.85 FEET; THENCE GO 15 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 222.40 FEET; THENCE GO NORTH 76 DEGREES 04 MINUTES 21 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE GO SOUTH 15 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 220.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF BERNATH DRIVE (60' R/W); THENCE GO NORTH 76 DEGREES 04 MINUTES 21 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 30.01 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE GO NORTH 15 DEGREES 34 MINUTES 18 SECONDS EAST A DISTANCE OF 420.09 FEET; THENCE GO SOUTH 80 DEGREES 10 MINUTES 06 SECONDS WEST A DISTANCE OF 543.66 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 1.585 ACRES.



THE BERNATH PLACE
SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Second Amended Declaration of Covenants, Conditions and Restrictions is hereby made and entered into this 25th day of March, 1992, by the BERNATH PLACE, INC., a Florida Corporation, hereinafter referred to as "Declarant", as well as all other property owner's of property which is subject to these Restrictive Covenants, hereinafter called "Owners", to amend the Amended Declaration of Covenants, Conditions and Restrictions recorded at Official Records Book 1208, page 324, of the Public Records of Santa Rosa County, Florida.

FILE# 9211081
RCD: APR 27 1992 @ 1:24 PM

WITNESSETH

WHEREAS, Declarant and Owners are the owners of certain real property in Santa Rosa County, Florida which is more particularly described as follows:

PARCELA: Commencing at the Southwest corner of the Peter Philabert Grant, Section 35, Township 1 North, Range 29 West, Santa Rosa County, Florida, lying on the North side of Bayou Mulatto, and running North following the Peter Philabert and Wilson Grant lines 104 rods; thence up the railroad 60 rods to a stake; thence Easterly 20 rods to the head of a branch; thence down said branch to the Philabert Creek; thence down said Creek to Bayou Mulatto to the POINT OF BEGINNING.

NOW THEREFORE, Declarant and Owners hereby declare that, except as expressly provided otherwise below, all the property described above shall be held, sold and conveyed subject to the following Restrictions, Covenants and Conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE THREE
ASSESSMENTS

The second paragraph under Section 2 of Article 3 is hereby deleted in its entirety. The following paragraph is hereby added to Section 2:

Purpose of Assessments. The Association shall have the obligation and responsibility to maintain the bridge which is located upon the real property described in the attached exhibit A. The Association shall also have the obligation and responsibility to maintain all underground utilities.

ARTICLE SIX
ARCHITECTURAL CONTROL

The following Section is hereby added to Article 6:

Section Six. All Electrical hook ups extending from the power pole and/or transformer to the residence shall be underground.

All provisions and terms set forth in the Amended Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 1201, page 411 of the Public Records of Santa Rosa County, Florida, not specifically deleted or amended by this Second Amended Declaration, are hereby adopted in their entirety.

Shirley E. Wilkinson
Witness:
Lang E. Bowman
Witness:

THE BERNATH PLACE, INC.

By: William B. Bowman
Its:

(Corporate Seal)



Billy E. McKinnon
Witness: Frank R. Bruner
Witness:

William J. Bruner
TOM BRUNER
Vicki Bruner
VICKI BRUNER

**** OFFICIAL RECORDS ****
BK 1253 PG 266

State of Florida
County of SANTA ROSA

The foregoing instrument was acknowledged before me this 25th day of March, 1992, by William B. Tumlin, Jr., as President of Bernath Place, Inc., a Florida corporation, on behalf of said corporation. He/she is personally known to me or has produced _____ as identification and did not take an oath.

Billy E. McKinnon
Notary Public
My Commission Expires: 2-26-96

State of Florida
County of SANTA ROSA

The foregoing instrument was acknowledged before me this 31st day of March, 1992, by Tom and Vicki Bruner, who are personally known to me or have produced _____ as identification and who did not take an oath.

Billy E. McKinnon
Notary Public
My Commission Expires: 2-26-96

This Document Prepared By:
JACK LOCKLIN, JR.
Johnson, Green & Locklin, P.A.
Post Office Box 605
Milton, Florida 32572

SANTA ROSA COUNTY, FLORIDA
GERALD F. BARNES, CLERK

Return to: Sonship Development
4525 Paiside Blvd
Milton, FL 32583

✓ K. D. R. C. A.
 385 DEWEY DR.
 PALM BEACH, FL 33483

** OFFICIAL RECORDS **
 BK 1485 PG 705

THE BERNATH PLACE
 THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

AMENDMENTS

This Third Amended Declaration of Covenants, Conditions and Restrictions is hereby made and entered into this 24th day of July, 1995, by THE BERNATH PLACE, INC., a Florida corporation, hereinafter referred to as "Declarant," to amend the Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 1201, page 411; O.R. Book 1208 pages 324 - 337; and O.R. Book 1253 pages 265 and 266 of the public records of Santa Rosa County, Florida, as follows:

WITNESSETH

WHEREAS, Declarant and Owners are the owners of certain real property in Santa Rosa County, Florida which is more particularly described as follows:

PARCEL A: Commencing at the Southwest corner of the Peter Philabert Grant, Section 35, Township 1 North, Range 29 West, Santa Rosa County, Florida, lying on the North side of Bayou Mulatto, and running North following the Peter Philabert and Wilson Grant lines 104 rods; thence up the railroad 60 rods to a stake; thence Easterly 70 rods to the head of a branch; thence down said branch to the Philabert Creek; thence down said Creek to Bayou Mulatto to the POINT OF BEGINNING.

NOW THEREFORE, Declarant and Owners hereby declare that, except as expressly provided otherwise below, all the property described above shall be held, sold and conveyed subject to the following Restrictions, Covenants and Conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE III
 ASSESSMENTS

FILE# 9522990
 RCD:AUG 11 1995 @ 1:24 PM

Section 3. Annual Assessment.

Delete: all of the remainder of the section.

ADD: Beginning January 1, 1995, the annual assessment per lot shall be determined by the Association, by and through its Board of Directors on or before November 1 of each year for the succeeding year. For the year 1995, the annual assessment per lot shall be one hundred twenty dollars (\$120.00).

(a) The annual assessment may be prorated for initial lot purchases on a monthly basis. Assessments for the current year will be due at the time of closing the purchase of a lot and on January 1 of each succeeding year. The Bernath Place, Inc., its successors or assigns shall also pay the annual fee.

(b) The annual assessment may be reviewed and/or modified by a vote of 2/3 of the votes which can be cast by the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem real property taxes upon any Common Area. No limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes and such maintenance expenses.

ARTICLE VI
 ARCHITECTURAL CONTROL

Section 5.

Delete: all existing narrative.

ADD: Mailbox and driveway restrictions shall be the presently existing standard typical mailbox and driveway. See composite Exhibit B (5 pages).

ARTICLE X
 SEAWALLS

Delete: entire subject "SEAWALLS" and renumber all succeeding Articles.

ARTICLE XI
 PROPERTY RESTRICTIONS

Section 1.

Delete: 1,500 square feet
 Add: 1,800 square feet

Prepared By - MARY CALLAWAY
 1600 N. PALAFOX ST.
 PALM BEACH, FL



THE BERNATH PLACE
RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Restated Declaration of Covenants, Conditions and Restrictions is hereby made and entered into this 24th day of July, 1995, by THE BERNATH PLACE, INC., a Florida corporation, hereinafter referred to as "Declarant," to the Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 1201, page 411 of the public records of Santa Rosa County, Florida; the amended Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 1208 pages 324 through 337; the second Amended Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 1253 pages 265 and 266; and the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded herein, all in the County of Santa Rosa, Florida.

The covenants, conditions and restrictions set forth herein do hereby replace all of the covenants, conditions and restrictions set forth in the original Declaration, and all amendments thereto.

The covenants, conditions and restriction set forth herein shall prevail against any and all of the covenants, conditions and restrictions contained in the Original Declaration, and all amendments thereto.

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in Santa Rosa County, Florida, which is more particularly described as follows:

PARCEL A: Commencing at the Southwest corner of the Peter Philabert Grant, Section 35, Township 1 North, Range 29 West, Santa Rosa County, Florida, lying on the North side of Bayou Mulatto, and running North following the Peter Philabert and Wilson Grant lines 104 rods; thence up the railroad 60 rods to a stake; thence Easterly 20 rods to the head of a branch; thence down said branch to the Philabert Creek; thence down said Creek to Bayou Mulatto to the POINT OF BEGINNING.

NOW THEREFORE, Declarant does hereby declare that, except as expressly provided otherwise below, all the property described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to THE BERNATH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Common Area" shall mean and refer to all real property (together with improvements thereon) owned by the Association for the common use and enjoyment of the Owners located in Santa Rosa County, Florida, more particularly described as follows:

See Exhibit "A", attached hereto and made a part hereof; and shall also refer to any parcel of real property which is a part of Parcel A above, which may be acquired by the Association in the future for the common use and enjoyment of the Owners.

Section 3. "Declarant" shall mean and refer to The Bernath Place, Inc., a Florida corporation.

Section 4. "Lot" shall mean and refer to all of those Lots shown on the recorded subdivision plat of The Bernath Place, which plat is recorded in Plat Book F, page 10, of the public records of Santa Rosa County, Florida, and any and all lots as shown on any future plats to be recorded in the future, if such lots are contained within the Parcel "A" described above.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot and shall include contract sellers pursuant to an unrecorded contract. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members and the vote for each lot shall be exercised as they determine. There shall only be one vote exercised for each Lot.

(b) Class B. Class B members shall be the Declarant (as defined in the Article I), and shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership, or

(ii) four months after 75% of the Lots in the project have been conveyed by Warranty Deed to Lot purchasers, or

(iii) five years following conveyance of the first lot.

ARTICLE III ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments. The Owner of each Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) an annual assessment, and (b) any special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the owners, and for the improvement and maintenance of all common area, including the maintenance of the roads and adjacent swales, common pier(s) and boat slip for the use of the owners. The Association shall have the obligation to maintain the common areas and shall pay all ad valorem real property taxes assessed upon them. The Association shall fund in a reserve account such sums as it determines in good faith are necessary and adequate to make periodic repairs and/or improvements in and to the Common Areas. Maintenance of all roads shall comply with all applicable storm water regulations.

The Association shall have the obligation and responsibility to maintain the bridge which is located upon the real property described in the attached exhibit A. The Association shall also have the obligation and responsibility to maintain all underground utilities.

Section 3. Annual Assessment. Beginning January 1, 1995, the annual assessment per lot shall be determined by the Association, by and through its Board of Directors on or before November 1 of each year for the succeeding year. For the year 1995, the annual assessment per lot shall be one hundred twenty dollars (\$120.00).

(a) The annual assessment may be prorated for initial lot purchases on a monthly basis. Assessments for the current year will be due at the time of closing the purchase of a lot and on January 1 of each succeeding year. The Bernath Place, Inc., its successors or assigns shall also pay the annual fee.

(b) The annual assessment may be reviewed and/or modified by a vote of 2/3 of the votes which can be cast by the Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem real property taxes upon any Common Area. No limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes and such maintenance expenses.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot applicable to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area. Providing however, that any such assessment shall have the assent of 2/3 of the votes which can be cast by the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of the amount and due date of any special assessment shall be mailed postage prepaid to every owner subject thereto.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) or 4 of this Article shall be sent by United

States Mail, postage prepaid, to all Members (as of 30 days prior to date of mailing such notice) not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 75% of all votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be 50% of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessments. Both annual and special assessments shall be fixed at a uniform rate for all lots.

Section 7. Annual Assessment Periods and Due Date. The annual assessment shall be assessed on a calendar year basis and is due and payable on such date as set forth by a resolution of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment for each lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be mailed to every Owner. The annual assessment provided herein shall not commence prior to the first day of the first month after this document is recorded in the public records of Santa Rosa County, Florida, and shall commence thereafter as determined by the Association. Upon commencement, the Association is not required to prorate the first year's annual assessment. The Association shall, upon written request and for a reasonable charge, furnish a sealed certificate signed by an officer of the Association stating what assessments are outstanding against any Lot on the due date for such assessment. A properly executed and sealed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Manner of Payment. All assessments may be prorated to a 1/12th of the annual amount and shall be due on the first day of each month, unless the Board of Directors reasonably determines that it would be of convenience to the owners to pay on a quarterly, semi-annual basis.

Section 9. Effect of Non-payment of Assessments; Remedies of the Association. Any annual or special assessment not paid within 30 days after the due date shall bear interest from the due date at the highest legal rate. The Association may, after first giving 10 days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or abandonment of his Lot.

Section 10. Subordination of the Assessment Lien to First Mortgages.

(a) The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage which was originally recorded as a first mortgage. Sale or transfer of any Lot shall not affect the assessment lien thereon. However, the sale or transfer of any lot pursuant to a foreclosure of such a first mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such assessments as to the payments which became due prior to the date of such sale or transfer. No such sale or transfer shall relieve such Lot for liability for any assessments thereafter coming due or from the lien thereof.

(b) Non-payment of assessments shall not constitute a default under an FHA or VA insured mortgage.

ARTICLE IV
COMMON AREAS

Section 1. Owners' Easements of Use and Enjoyment. Every owner shall have a right and easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, governmental body or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument recorded which has been signed by two-thirds (2/3) of each class of the total membership, agreeing to such dedication, sale or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days and no more than 60 days in advance;

B. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving and maintaining the Common Areas and facilities, and in aid thereof, to mortgage said property, but the rights of said Mortgagee in said property shall be subordinate to the rights of the Owners hereunder;

C. The right of the Association to suspend the voting rights to use of the common facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 10 days for infraction of published rules and regulations;

D. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

E. The right of the Association, in accordance with its Articles and By-Laws, to reasonably limit the use of the common areas by published rules and regulations, including the number of guests and prescribing hours of usage.

F. The right of the Association to grant permits, licenses, and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 2. Delegation of Use. Subject to the provisions of Section 1 of this Article, any Owner may delegate, in accordance with the By-Laws of the Association, his right to use and enjoyment of the Common Areas and facilities to the members of his family, guests, tenants, or contract purchasers who reside on the property.

Section 3. Grant/Reservation of Easements.

A. Declarant hereby grant a non-exclusive, perpetual easement and right of ingress and egress across, under and to all Common Areas unto each and all law enforcement, fire fighting and postal or delivery organizations, and to any other person, organizations or entities who, in the normal course of their operation, respond to public or private utility services.

B. Declarant for themselves, their heirs and assigns, do hereby reserve a nonexclusive perpetual easement and right of ingress and egress, across, under, and to all Common Areas for purposes of construction thereon of subdivision improvements, sale of Lots, and such other purposes and uses as Declarant deem appropriate or necessary in connection with the sale and development of the Lots within The Bernath Place subdivision.

Section 4. The Common Area cannot be mortgaged or conveyed without the consent of Owners of at least 2/3 of the Lots of The Bernath Place subdivision.

ARTICLE V
ARCHITECTURAL REVIEW COMMITTEE

Section 1. The Architectural Review Committee, hereinafter referred to as "ARC", shall mean and refer to a committee of two or more persons appointed by the Association, its successors and assigns. The purpose of the committee is to review all lot improvements by owners at the preliminary design, final design, and construction drawing phases for conformance to the community design standards, both before, during and on the completion of construction of lot improvements.

Section 2. The ARC shall consist of a board or committee of two or more persons appointed by the Association at its sole discretion.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, pier, dock, or any other structure, shall be commenced, erected, or maintained upon the Properties nor shall any exterior addition or changes or alterations therein be made until the plans and specifications showing the nature, kind, size, shape, height, material color, and location of the same have been submitted to and approved in writing by the ARC as to design and location in relation to surrounding structures and topography. The plans submitted to the ARC without limitation, shall show and include the actual samples of exterior finish material and color treatment.

Section 2. No tree or large bush shall be removed without prior approval of the ARC.

Section 3. In the event the ARC, or a member designated by it, fails to approve or disapprove plans and specification within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

Section 4. The ARC may, in its sole discretion, reject any plans for construction of improvements of any type if the design is incompatible with the overall character for the subdivision. Any owner acquiring title to a lot in the subdivision from Declarant or from a successor in title of Declarant shall expect that the ARC will deny approval to a building or other improvement if the design is not compatible with the overall character and existing homes in the subdivision and is not in harmony with the surrounding area and preservation of trees. In order to minimize the cost and expense of architects and engineers on plans which are later denied by the ARC, the owners of lots in the subdivision should submit preliminary plans to the ARC, so that owners will incur as little expense as possible on designs which are found to be unacceptable by the ARC.

ARTICLE VII
EXTERIOR MAINTENANCE

In the event an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VIII
BUILDING SETBACK LINES AND GREENBELT AREA

Section 1. No building shall be constructed within fifty (50) feet of the front or rear lot line of any lot. No building shall be constructed within ten (10) feet of the side lot line of any lot. The ARC reserves the right to waive violation of the setback line as long as it determines that the variance is in keeping with preservation of existing trees and does not diminish the value of the other lots in the subdivision, whether or not those lots have buildings thereon.

Section 2. With the setback area, the lot owner shall maintain a "Greenbelt" area. No tree or bush having a trunk diameter of two (2) inches, as measured four (4) feet above grade, shall be cut, without first receiving the approval of the ARC. No tree located within the building area, and having a trunk diameter of six (6) inches or greater (measured four (4) feet above grade), shall be cut or removed without the ARC approval. The site plan submitted to the ARC for review and approval shall accurately locate all such trees existing within the building areas and be flagged/staked accordingly in the field on the lot for ARC review.

The purpose of this restriction is to preserve the natural character of the properties.

ARTICLE IX
COMMON PIER AND BOATSLIPS

The Declarant has platted certain common areas and constructed two (2) piers for use of owners. It shall be the responsibility of the Association to maintain, manage and insure the piers.

ARTICLE X
PROPERTY RESTRICTIONS

Section 1. All lots shall be used and occupied solely for residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed 2 1/2 stories, exclusive of pilings, in height and a detached private garage for not more than three (3) cars. If, for any reason, a building is placed on any site consisting of portions of two (2) or more numbered lots, then such building site shall be of an area of no less than the average area of the lots in the subdivision. The minimum living area of any residential unit constructed in the subdivision shall be one-thousand eight hundred (1,800) square feet of interior living space, exclusive of decks, porches and any interior portion of the dwelling not heated.

Section 2. No obnoxious or offensive activities shall be carried out upon the properties, nor shall anything be done thereon which may become an annoyance or nuisance to other owners.

Section 3. Subject to the approval of the ARC, fences may be erected. The ARC shall have complete control in its discretion as to the design, building material, and height of fences, and may refuse to authorize any fence whatsoever.

Section 4. No visible outside clothes lines are permitted in the subdivision. The ARC shall have the right to require the owners of any lot in the development to screen or enclose outside equipment or personal items stored outside of any dwelling unit, if the ARC in its discretion finds that the presence thereof is so unattractive that it is inconsistent with the standards of appearance planned for the development. No outside poles, masts, or satellite dishes over 4 ft. in diameter are permitted.

Section 5. No camper or recreational vehicle of any sort, boat, or trailer shall be allowed to park on a regular basis on any street, common area or driveway in the subdivision. No truck larger than a one-half ton pick-up shall be allowed to park on a regular basis on any street or driveway in the subdivision. It is the intention of this restriction that all such vehicles and/or boats be properly parked in garages, car ports, or other enclosed areas so as not to be detrimental to the general appearance of the neighborhood.

** OFFICIAL RECORDS **
BK 1485 PG 711

ARTICLE XI
LIABILITY INSURANCE

The Association shall, at all times, maintain general liability insurance on all of the common areas in the minimum amount of One-million dollars (\$1,000,000.00).

ARTICLE XII
GENERAL PROVISIONS

Section 1. The Association, the Declarant, or Any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for the successful enforcement of any conditions, restrictions or covenants herein contained (due to its violation or breach) or lien against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the Owner, Declarant or the Association who initiates such successful judicial proceeding for the enforcement of said condition, restriction, covenant or lien.

Section 2. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect thereafter.

Section 3. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, shall be deemed a part of all deeds and contract for conveyance of any and all Lots, and shall be binding on all Owners and all persons claiming under them for a period of 20 years from the date this Declaration is recorded unless amended by an instrument signed by at least two-thirds (2/3) of the each class of membership entitled to cast the votes of the Association. After the initial 20 year term, this Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a majority of all of the Owners of the Lots. Notwithstanding the foregoing, the Association reserve unto themselves, their heirs and assigns, the right to amend this Declaration at any time within two years after date hereof, if doing so is necessary or advisable to accomodate FHA, VA, FNMA or the like, financing of residential structures within the subdivision. Any amendment of this Declaration must be recorded in the public records of Santa Rosa County, Florida.

Section 4. Neither the Association nor Declarant shall, in any way or manner, be held liable for failure to enforce the conditions, restrictions and covenants herein contained or to any Owner or any other person or entity for any violation of the restrictions set forth herein by any owner other than itself.

Section 5. Any single violation of any use restriction by an Owner shall constitute a continuing violation which shall allow the Association, Declarant, or any other Owner to seek permanent injunctive relief. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverter or forfeiture of title.

Section 6. The Association may acquire and administer additional common area within the real property described as Parcel A above without the consent of the members of the Association within 10 years of the recording of the Declaration.

Section 7. All annexations made, in accordance with Section 6 of this Article will be subject to all of the Covenants, Conditions and Restrictions contained herein to be executed the day and year first above written.

Section 8. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, and dedication of Common Area.

IN WITNESS WHEREOF, the undersigned has caused its sign and seal to be affixed hereto and has duly authorized the undersigned officer(s) to sign on its behalf this 24th day of July, 1995.

Signed, sealed and delivered
in the presence of:

THE BERNATH PLACE, INC.

[Signature]
Witness: [Signature]

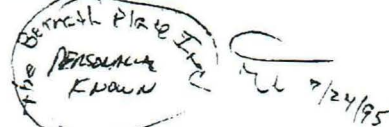
BY: [Signature]
WILLIAM B. TUMLIN,
President

[Signature]
Witness: [Signature]

ATTEST

BY: [Signature]
LARRY R. BARROW,
Secretary

CORPORATE SEAL



State of Florida
County of ESC

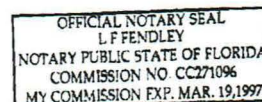
Before me the subscriber personally appeared William B. Tumlin, President properly identified or known to me, to be the individual described by said name in and who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 24 day of July, 1995.

ID FOL

[Signature]
Notary L F FENDLEY

State of Florida
County of ESC



Before me the subscriber personally appeared Larry R. Barrow, Secretary properly identified or known to me, to be the individual described by said name in and who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 24 day of July, 1995.

ID FOL

[Signature]
Notary L F FENDLEY

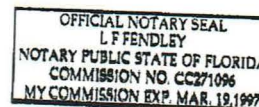


Exhibit "A"

** OFFICIAL RECORDS **
BK 1485 PG 713

Page 1 of 5

DESCRIPTION (BERNATH DRIVE, 60' R/W).

A SIXTY FOOT WIDE PARCEL OF LAND IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA, LYING THIRTY FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, LYING ON THE NORTH SIDE OF DAYOU MULATTO; THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT FOR A DISTANCE OF 1738.35 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD (100' R/W); THENCE GO NORTH 40 DEGREES 34 MINUTES 30 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 476.10 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 5680 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 890.48 FEET (CHORD = 897.54', DELTA 09°03'48") TO THE POINT OF BEGINNING OF SAID CENTERLINE OF BERNATH DRIVE (60' R/W) AS SHOWN ON THE PLAT OF THE BERNATH PLACE RECORDED IN PLAT BOOK "F" AT PAGE 10 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY; THENCE GO SOUTH 09 DEGREES 41 MINUTES 31 SECONDS EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 41.71 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 101.10 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 92.87 FEET TO THE POINT OF TANGENCY; THENCE GO SOUTH 42 DEGREES 56 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 319.95 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 252.74 FEET; THENCE GO ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 190.45 FEET (CHORD = 185.97', CHORD BEARING = S 20°57'05" W) TO THE POINT OF TANGENCY; THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 209.24 FEET; THENCE GO NORTH 89 DEGREES 45 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 187.42 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 70.00 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 109.96 FEET (CHORD = 90.99', CHORD BEARING S 45°14'11" E) TO THE POINT OF TANGENCY; THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 751.94 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 397.55 FEET; THENCE GO ALONG SAID CURVE FOR AN ARC DISTANCE OF 156.70 FEET (CHORD = 155.69', CHORD BEARING = S 11°03'10" W) TO THE POINT OF TANGENCY; THENCE GO SOUTH 22 DEGREES 20 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 171.00 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 951.47 FEET; THENCE GO ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 176.95 FEET (CHORD = 176.69', CHORD BEARING = S 17°01'07" W) TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 603.67 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 176.20 FEET (CHORD = 175.57', CHORD BEARING = S 20°03'09" W) TO A POINT OF TANGENCY; THENCE GO SOUTH 20 DEGREES 24 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 136.70 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 99.49 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 131.12 FEET (CHORD = 121.83', CHORD BEARING = S 66°10'15" W) TO A POINT OF TANGENCY; THENCE GO NORTH 76 DEGREES 04 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 463.79 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE; SAID POINT BEING A RADIUS POINT OF A CUL-DE-SAC HAVING A RADIUS OF 60 FEET. ALL BEING THE SAME AS SHOWN ON THE RECORD PLAT OF THE BERNATH PLACE, RECORDED IN PLAT BOOK "F" AT PAGE 10 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

** OFFICIAL RECORDS **
BK 1208 PG 332

Exhibit "A"

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** OFFICIAL RECORDS **
BK 1485 PG 714

DESCRIPTION (McMILLAN CREEK DRIVE 60' R/W)

A SIXTY FOOT WIDE PARCEL OF LAND IN SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA, LYING THIRTY FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, LYING ON THE NORTH SIDE OF DAYOU MULATTO; THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT FOR A DISTANCE OF 1738.35 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD (100' R/W); THENCE GO NORTH 40 DEGREES 34 MINUTES 30 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 476.10 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 5680 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 898.40 FEET (CHORD = 897.54', DELTA 09°03'48") TO THE CENTERLINE OF BERNATH DRIVE (60' R/W) AS SHOWN ON THE PLAT OF THE BERNATH PLACE RECORDED IN PLAT BOOK "F" AT PAGE 10 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY; THENCE GO SOUTH 09 DEGREES 41 MINUTES 31 SECONDS EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 41.71 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 101.10 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 92.87 FEET TO THE POINT OF TANGENCY; THENCE GO SOUTH 42 DEGREES 56 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 319.95 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 252.74 FEET; THENCE GO ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 190.45 FEET (CHORD = 185.97', CHORD BEARING = S 20°57'05" W) TO THE POINT OF TANGENCY; THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 209.24 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE OF McMILLAN CREEK DRIVE (60' R/W); THENCE GO SOUTH 74 DEGREES 06 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 251.31 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 145.05 FEET; THENCE GO ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 188.23 FEET (CHORD = 175.30', CHORD BEARING = S 36°56'23" W) TO THE POINT OF TANGENCY; THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 525.14 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 55.77 FEET; THENCE GO ALONG SAID CURVE TO THE LEFT FOR AN ARC DISTANCE OF 81.52 FEET (CHORD = 74.46', CHORD BEARING = S 42°16'44" E) TO THE POINT OF TANGENCY; THENCE GO SOUTH 83 DEGREES 59 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 558.04 FEET TO THE CENTERLINE INTERSECTION OF McMILLAN CREEK DRIVE AND BERNATH DRIVE (60' R/W) FOR TERMINATION OF SAID CENTERLINE. ALL BEING THE SAME AS SHOWN ON THE RECORD PLAT OF THE BERNATH PLACE, RECORDED IN PLAT BOOK "F" AT PAGE 10 OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

COMMON AREA BETWEEN LOT 35 & 36

BEGIN AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, BEING ON THE NORTH SIDE OF MULATTO BAYOU; THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID WEST LINE, GO NORTH 30 DEGREES 57 MINUTES 59 SECONDS EAST A DISTANCE OF 349.17 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF BERNATH DRIVE, SAID RIGHT OF WAY BEING A CULDESAC WHICH HAS A RADIUS OF 60.00 FEET AND IS CONCAVE TO THE NORTHEAST; THENCE GO EASTERLY ALONG SAID CURVE A DISTANCE OF 10.01 FEET, SAID CURVE HAS A DELTA ANGLE OF 09°33'37", A CHORD BEARING OF S 37°31'46" E AND A CHORD DISTANCE OF 10.00 FEET; THENCE GO SOUTH 27 DEGREES 45 MINUTES 26 SECONDS WEST A DISTANCE OF 387.69 FEET; THENCE GO NORTH 79 DEGREES 30 MINUTES 58 SECONDS WEST A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 0.17 ACRES.

** OFFICIAL RECORDS **
BK 1208 PG 333

Exhibit "A"

Page 3 of 5

** OFFICIAL RECORDS **
BK 1485 PG 715NORTHWEST OF ENTRANCE ROAD COMMON AREA

COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, BEING ON THE NORTH SIDE OF MULLATTO BAYOU, THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT A DISTANCE OF 1,183.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 555.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD (100' R/W); THENCE GO NORTH 40 DEGREES 34 MINUTES 38 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 476.10 FEET TO A CURVE HAVING A RADIUS OF 5680 FEET; THENCE GO NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 863.62 FEET (CHORD = 862.78', DELTA = 08°42'42") TO THE NORTHWESTERLY RIGHT OF WAY LINE OF BERNATH DRIVE (60' R/W PRIVATE); THENCE GO SOUTH 09 DEGREES 41 MINUTES 31 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 23.95 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 71.10 FEET; THENCE GO ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 65.31 FEET (CHORD = 63.04', CHORD BEARING = S 16°37'23" W) TO THE POINT OF TANGENCY; THENCE GO SOUTH 42 DEGREES 56 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 319.95 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 282.74 FEET; THENCE GO SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 213.06 FEET (CHORD = 208.05', CHORD BEARING = S 21°21'03" E) TO THE POINT OF TANGENCY; THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 247.53 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 41.09 FEET; THENCE GO SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 53.32 FEET (CHORD 49.66', CHORD BEARING = S 36°56'23" W) TO THE POINT OF TANGENCY, ALSO BEING THE SOUTHEAST CORNER OF LOT 62 BLOCK B THE BERNATH PLACE; THENCE GO NORTH 00 DEGREES 14 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 336.24 FEET; THENCE GO SOUTH 57 DEGREES 37 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 271.33 FEET; THENCE GO SOUTH 40 DEGREES 34 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 520.00 FEET; THENCE GO SOUTH 05 DEGREES 19 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 510.52 FEET; THENCE GO NORTH 89 DEGREES 50 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 289.42 FEET TO THE WEST RIGHT OF WAY LINE OF MCMILLAN CREEK (60' R/W PRIVATE); THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 10.00 FEET; THENCE GO SOUTH 85 DEGREES 57 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 323.37 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA.

COMMON AREA BETWEEN LOTS 7 & 8, BLOCK A

COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, BEING ON THE NORTH SIDE OF MULLATTO BAYOU, THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT A DISTANCE OF 1748.96 FEET; THENCE DEPARTING SAID WEST LINE, GO SOUTH 84 DEGREES 40 MINUTES 34 SECONDS EAST A DISTANCE OF 937.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF BERNATH DRIVE (60' R/W) AND THE POINT OF BEGINNING; THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO NORTH 89 DEGREES 45 MINUTES 49 SECONDS EAST A DISTANCE OF 134.41 FEET; THENCE GO NORTH 78 DEGREES 04 MINUTES 28 SECONDS EAST A DISTANCE OF 279.19 FEET; THENCE GO NORTH 42 DEGREES 40 MINUTES 30 SECONDS WEST A DISTANCE OF 11.64 FEET; THENCE GO SOUTH 78 DEGREES 04 MINUTES 28 SECONDS WEST A DISTANCE OF 133.39 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 0.094 ACRES.

** OFFICIAL RECORDS **
BK 1208 PG 334

Exhibit "A"

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** OFFICIAL RECORDS **
BK 1485 PG 716SOUTHEAST OF ENTRANCE ROAD COMMON AREA

COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, BEING ON THE NORTH SIDE OF MULATTO BAYOU, THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT A DISTANCE OF 1738.35 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD (100' R/W); THENCE GO NORTH 40 DEGREES 34 MINUTES 38 SECONDS EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 476.10 FEET TO A POINT OF CURVATURE; THENCE GO ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5680 FEET FOR AN ARC DISTANCE OF 933.34 FEET (CHORD = 932.29 FEET; CHORD BEARING = N 45°17'40" E) TO AN EXISTING CONCRETE MONUMENT ON THE EASTERLY RIGHT OF WAY LINE OF BERNATH DRIVE (60' R/W PRIVATE) FOR THE POINT OF BEGINNING; THENCE GO SOUTH 42 DEGREES 48 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 150.00 FEET; THENCE GO SOUTH 47 DEGREES 46 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 437.22 FEET; THENCE GO NORTH 42 DEGREES 40 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 13.52 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE AFOREMENTIONED BERNATH DRIVE; THENCE GO NORTH 42 DEGREES 56 MINUTES 17 SECONDS EAST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 310.10 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 131.10 FEET; THENCE GO NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 120.42 FEET (CHORD = 116.24'; CHORD BEARING = N 16°37'23" E) TO A POINT OF TANGENCY; THENCE GO NORTH 09 DEGREES 41 MINUTES 31 SECONDS WEST FOR A DISTANCE OF 59.47 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA.

90 FOOT COMMON AREA

COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, BEING ON THE NORTH SIDE OF MULATTO BAYOU, THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT A DISTANCE OF 706.74 FEET; THENCE DEPARTING SAID WEST LINE, GO NORTH 80 DEGREES 10 MINUTES 06 SECONDS EAST A DISTANCE OF 696.50 FEET; THENCE GO NORTH 00 DEGREES 14 MINUTES 11 SECONDS WEST A DISTANCE OF 298.39 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MCMILLAN CREEK DRIVE (60' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 14 MINUTES 11 SECONDS WEST A DISTANCE OF 735.96 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BERNATH DRIVE (60' R/W); THENCE GO NORTH 74 DEGREES 06 MINUTES 56 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 66.60 FEET; THENCE GO NORTH 89 DEGREES 45 MINUTES 49 SECONDS EAST A DISTANCE OF 25.87 FEET; THENCE GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST A DISTANCE OF 763.77 FEET TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF MCMILLAN CREEK DRIVE (60' R/W); THENCE GO NORTH 83 DEGREES 59 MINUTES 27 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 90.54 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 1.554 ACRES.

** OFFICIAL RECORDS **
BK 1208 PG 335

Exhibit "A"

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** OFFICIAL RECORDS **
BK 1485 PG 717

BOAT DOCK COMMON AREA

COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, BEING ON THE NORTH SIDE OF MULATTO BAYOU, THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT A DISTANCE OF 899.27 FEET; THENCE DEPARTING SAID WEST LINE, GO SOUTH 84 DEGREES 40 MINUTES 34 SECONDS EAST A DISTANCE OF 940.67 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF BERNATH DRIVE (60' R/W) AND THE POINT OF BEGINNING; THENCE GO SOUTH 22 DEGREES 20 MINUTES 47 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 30.09 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO SOUTH 58 DEGREES 29 MINUTES 58 SECONDS EAST A DISTANCE OF 289.06 FEET TO A POINT ON THE WATERS EDGE OF PHILABERT CREEK, SAID POINT KNOWN AS POINT "A"; THENCE GO NORTHERLY ALONG SAID WATERS EDGE TO A POINT WHICH IS NORTH 09 DEGREES 46 MINUTES 06 SECONDS EAST A DISTANCE OF 37.24 FEET FROM SAID POINT "A"; THENCE GO NORTH 58 DEGREES 29 MINUTES 58 SECONDS WEST A DISTANCE OF 280.10 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 0.21 ACRES MORE OR LESS.

RETENTION AREA

COMMENCE AT THE SOUTHWEST CORNER OF THE PETER PHILABERT GRANT, BEING ON THE NORTH SIDE OF MULATTO BAYOU, THENCE GO NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG THE WEST LINE OF SAID PETER PHILABERT GRANT A DISTANCE OF 665.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 05 DEGREES 19 MINUTES 26 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 41.44 FEET; THENCE DEPARTING SAID WEST LINE, GO NORTH 80 DEGREES 10 MINUTES 06 SECONDS EAST A DISTANCE OF 696.50 FEET; THENCE GO NORTH 00 DEGREES 14 MINUTES 11 SECONDS WEST A DISTANCE OF 238.03 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MCMILLAN CREEK DRIVE (60' R/W); THENCE GO SOUTH 83 DEGREES 59 MINUTES 27 SECONDS EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 90.54 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, GO SOUTH 00 DEGREES 14 MINUTES 11 SECONDS EAST A DISTANCE OF 253.53 FEET; THENCE GO SOUTH 80 DEGREES 10 MINUTES 06 SECONDS WEST A DISTANCE OF 192.85 FEET; THENCE GO 15 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 222.40 FEET; THENCE GO NORTH 76 DEGREES 04 MINUTES 21 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE GO SOUTH 15 DEGREES 34 MINUTES 18 SECONDS WEST A DISTANCE OF 220.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF BERNATH DRIVE (60' R/W); THENCE GO NORTH 76 DEGREES 04 MINUTES 21 SECONDS WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 30.01 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE GO NORTH 15 DEGREES 34 MINUTES 18 SECONDS EAST A DISTANCE OF 420.09 FEET; THENCE GO SOUTH 80 DEGREES 10 MINUTES 06 SECONDS WEST A DISTANCE OF 543.66 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS A PORTION OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 1.585 ACRES.

** OFFICIAL RECORDS **
BK 1208 PG 336

07/11/1995 09:13 98485/0192

KD RAGAN

PAGE 02

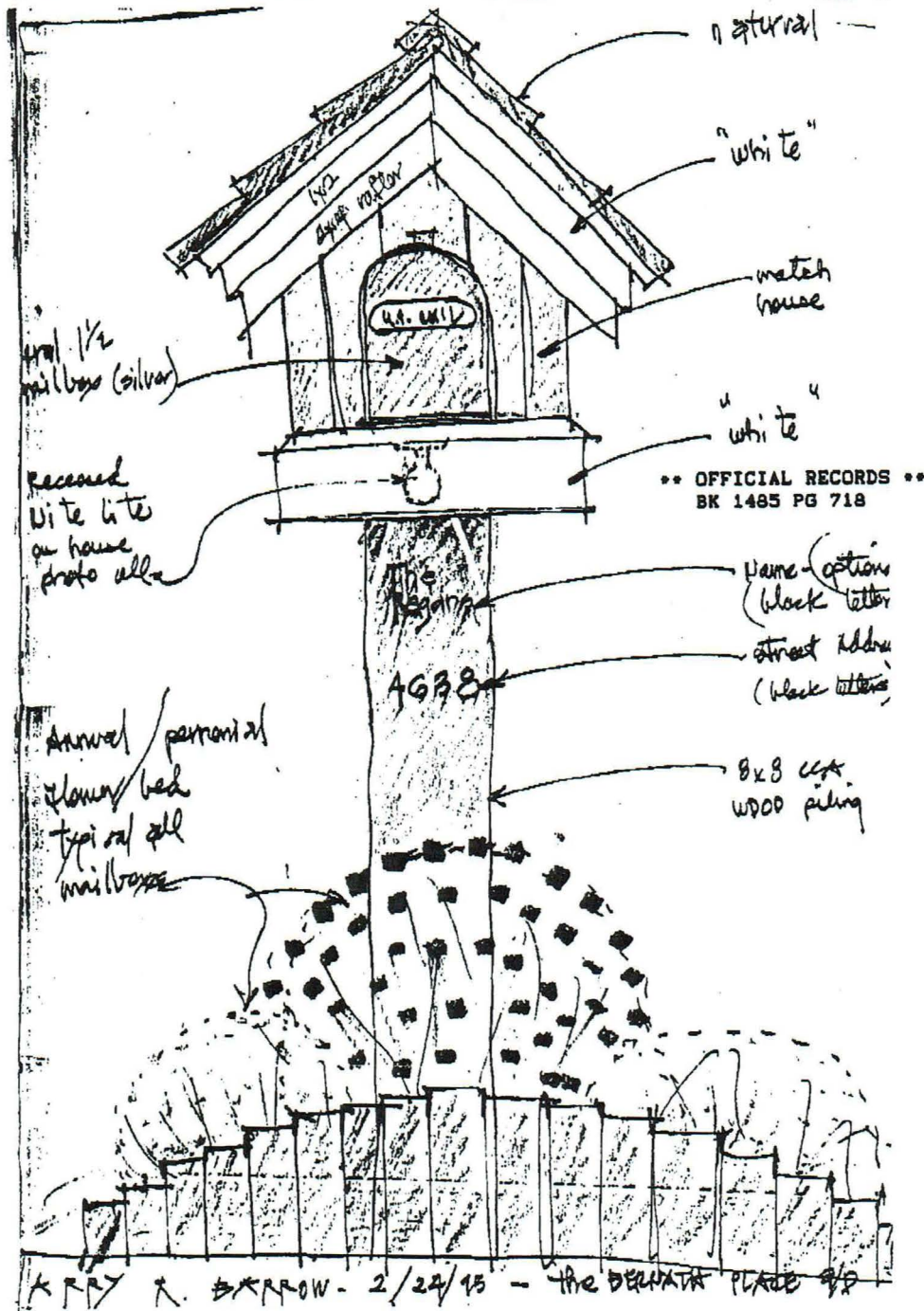
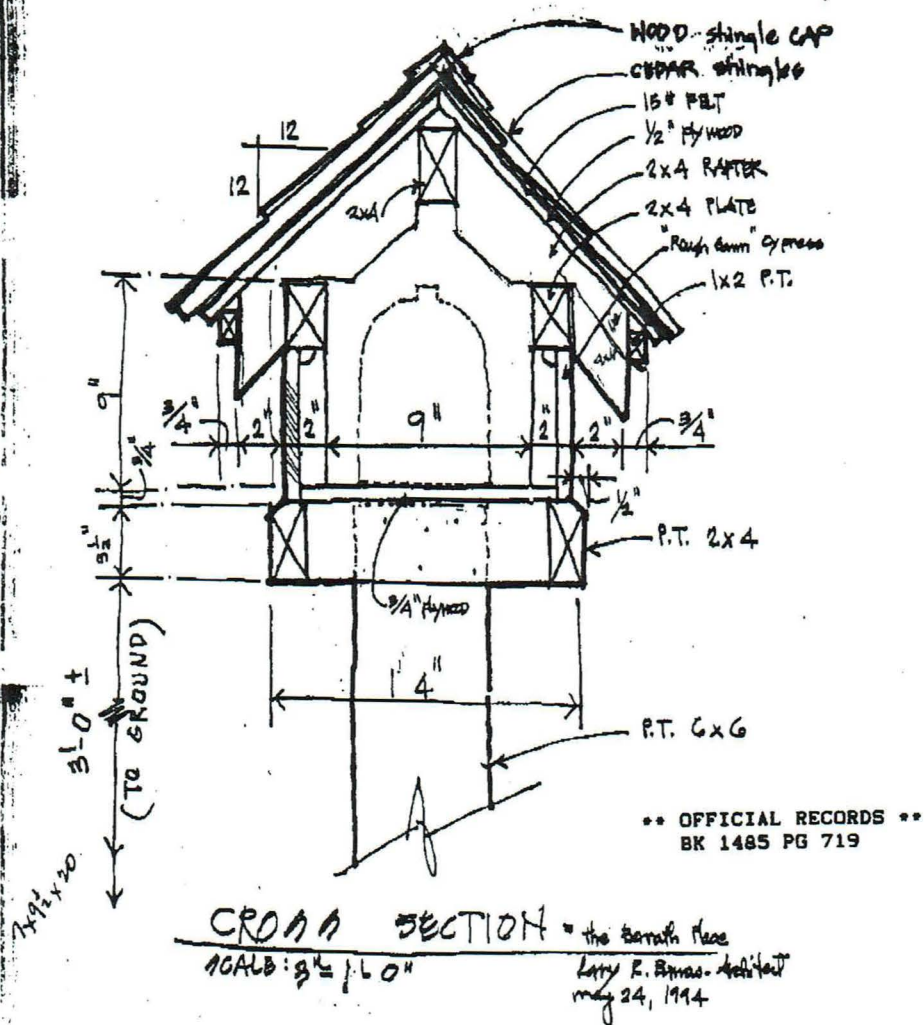
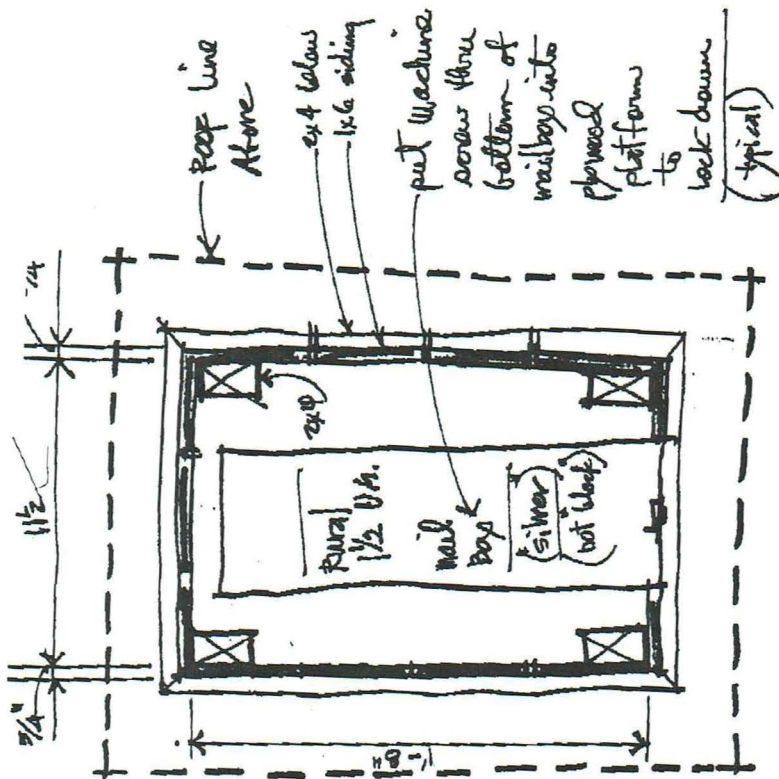


EXHIBIT B

Mr. Jim Ragan 1 of 5 pages

10-10-1995 11:43 AM





① Roof is wood shingles (Not shakes). to be left natural. (No paint or stain).

② 1x2 & 2x4 roof Rafter painted "white" only.

③ Siding - color to match house.

④ 2x4 leveled base = "white" paint - only

Plan of plywood Platform
S. 3'-1'-0"

•• OFFICIAL RECORDS ••
BK 1485 PG 721

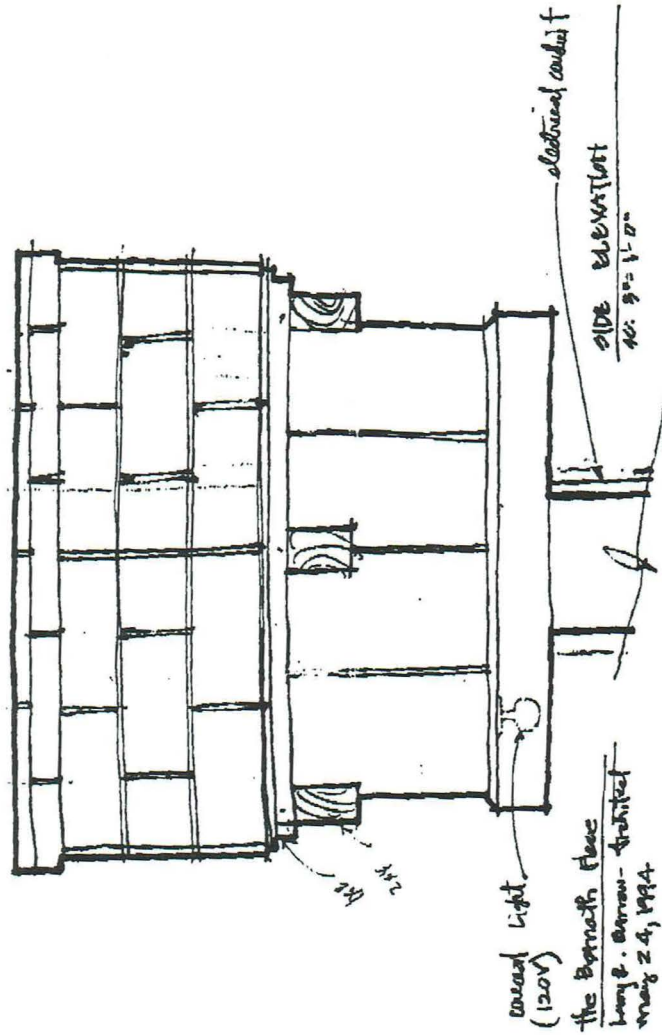
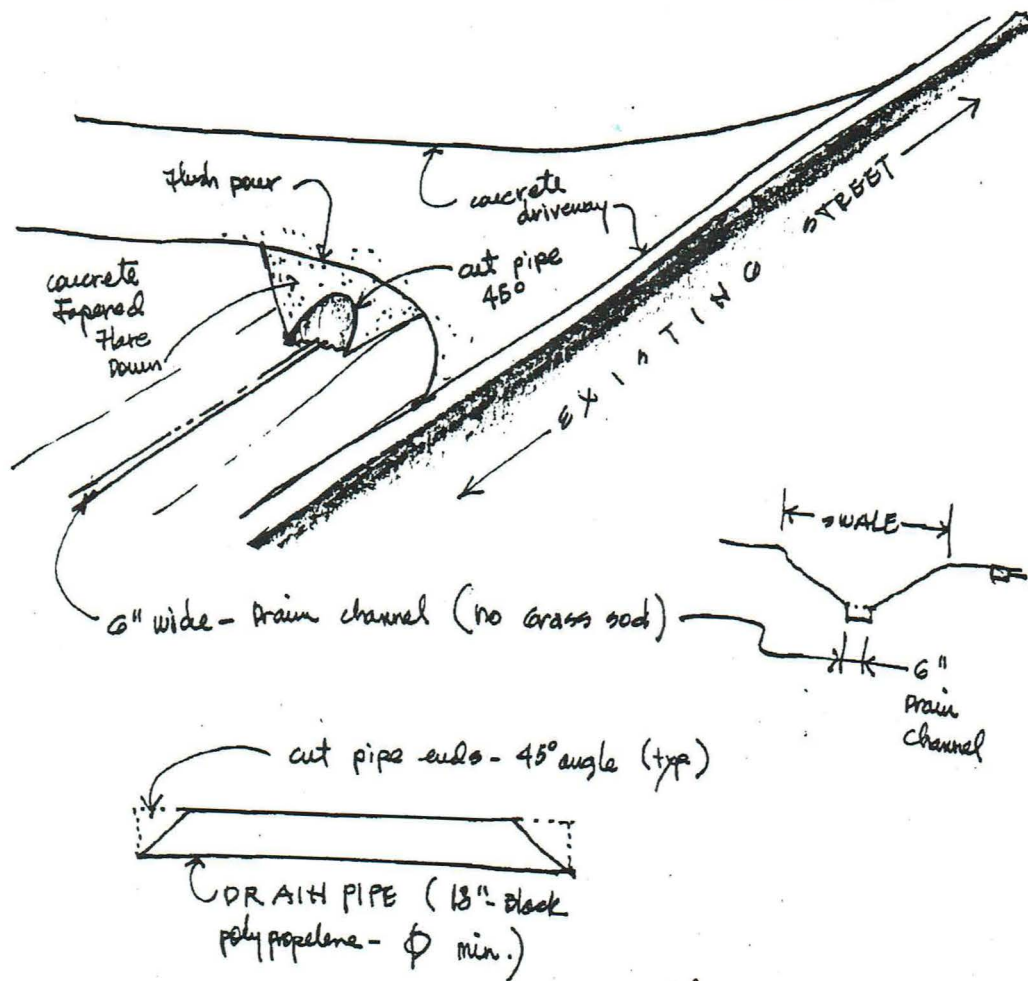


EXHIBIT B
4 of 5 pages



DRIVEWAY DETAIL

no scale

BERNATH PLACE HOMEOWNER'S - "ARC"

SANTA ROSA COUNTY, FLORIDA
MARY M JOHNSON, CLERK

EXHIBIT B
5 of 5 pages

19.50
** OFFICIAL RECORDS **
BK 1595 PG 448

FILE# 9707642
RCD:MAR 6 1997 @ 11:50 AM

**THE BERNATH PLACE
FOURTH AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

This Fourth Amended Declaration of Covenants, Conditions and Restrictions is hereby made and entered into this 5 day of ~~November~~ ^{March}, 1997, by more than 2/3 of the lot owners as authorized by Article XIII, Section 3, of the Amended Declaration of Covenants, Conditions and Restrictions as adopted herein. The purpose of this amendment is to amend the Third Amended Declaration of Covenants, Conditions and Restrictions recorded at Official Record Book 1485, Page 705 of the public records of Santa Rosa County, Florida, and the Restated Declaration of Covenants, Conditions and Restrictions recorded at Official Record Book 1485, page 706 of the public records of Santa Rosa County, Florida.

W I T N E S S E T H:

WHEREAS, the undersigned owners represent more than 2/3 of the record owners of the lots shown on the recorded subdivision plat of The Bernath Place, which plat is recorded in Plat Book F, Page 10 of the public records of Santa Rosa County, Florida.

NOW THEREFORE, the undersigned owners hereby declare that, except as provided otherwise below, all of the real property located in Santa Rosa County, Florida, described as follows:

PARCEL A: Commencing at the Southwest corner of the Peter Philabert Grant, Section 35, Township 1 North, Range 29 West, Santa Rosa County, Florida, lying on the North side of Bayou Mulatto, and running North following the Peter Philabert and Wilson Grant lines 104 rods; thence up the railroad 60 rods to a stake; thence Easterly 20 rods to the head of a branch; thence down said branch to the Philabert Creek; thence down said Creek to Bayou Mulatto to the POINT OF BEGINNING.

shall be held, sold and conveyed subject to the following Restrictions, Covenants and Conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE V
ARCHITECTURAL REVIEW COMMITTEE**

Article V is hereby deleted in its entirety. The following is to be substituted and added to Article V.

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•• OFFICIAL RECORDS ••
BK 1595 PG 449

SECTION 1: The Architectural Review Committee, herein referred to as "ARC", shall mean and refer to a committee of two persons consisting of Ben C. Otis and Greg McCranie. The purpose of this committee is to review all lot improvements by owners at the preliminary design, final design and construction going phases for conformance to the community design standards, both before, during and on the completion of construction of lot improvements.

SECTION 2: The First National Bank of Santa Rosa, the successor declarant and owner of more than 2/3 of the lots of The Bernath Place Subdivision, shall have the power to appoint successor members of the ARC which power and right shall continue until the First National Bank of Santa Rosa no longer owns any lots in The Bernath Place Subdivision. After the First National Bank of Santa Rosa has divested itself of ownership of all lots in The Bernath Place Subdivision, successors to the ARC shall be appointed by the Board of Directors of The Bernath Place Homeowners Association, Inc.

SECTION 3: The ARC shall have a membership of no less than two nor more than three persons.

ARTICLE VI
ARCHITECTURAL CONTROL

All provisions contained in Article VI requiring specific standards for mailbox and driveway restrictions are hereby deleted in their entirety.

The following Section shall be added to Article VI:

"Section 5. Roof overhangs shall not be less than 12 inches.

ARTICLE X
PROPERTY RESTRICTIONS

(Article XI property restrictions as described on
Page 705 of Official Record Book 1485 of the
Public Records of Santa Rosa County, Florida).

Section 1 of Article X (Article XI of Page 705, O.R. Book 1485 of the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions) is hereby amended to require that the following interior lots of The Bernath Place listed below to-wit:

Lots 1 through 18, Block A; and Lots 36 through 62, Block A; and
Lots 1 through 16, Block B; of The Bernath Place Subdivision, Plat
Book F, Page 10, in the Public Records of Santa Rosa County,
Florida;

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**** OFFICIAL RECORDS ****
BK 1595 PG 450

shall only require a minimum living area of any residential unit construction on any of said lots to be that of 1,600 square feet of interior living space, exclusive of decks, porches and any interior portion of the dwelling not heated.

All provision and terms set forth in the Third Amended Declaration of Covenants, Conditions and Restrictions as recorded in Official Record Book 1485, Page 705 of the public records of Santa Rosa County, Florida, and the Restated Declaration of Covenants, Conditions and Restrictions recorded at Official Record Book 1485, page 706 of the public records of Santa Rosa County, Florida, not specifically deleted or amended by this Third Amended Declaration, are hereby adopted in their entirety.

IN WITNESS WHEREOF, the undersigned has caused its sign and seal to be affixed hereto and has duly authorized the undersigned officers to sign on its behalf this the 5 day of March 1997.

Signed, sealed and delivered
in the presence of:

Yvonne G. Gilbert
Yvonne G. GILBERT
Christine Gurski
Christine Gurski

FIRST NATIONAL BANK OF SANTA ROSA

BY: Ben C. Otis
Ben C. Otis, Senior
Vice-President
No. of Lots owned 42 as follows:

Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11,
12, 13, 14, 15, 16, 17, 19, 20, 21,
22, 42, 43, 44, 46, 47, 48, 49, 50,
51, 52, 53, 54, 55, 56, 57, 58, 59,
60, 61 and 62 BLK A

Lots 1 and 9-16 BLK B

RELIANT CONTRACTORS, INC.

BY: Greg McCranie
Greg McCranie, President
No. of Lots owned 5 as follows:

Lots 2, 4, 6, 7, and 8 BLK B

Robert J. Hayward
Robert J. Hayward, Jr.
John Locklin
John Locklin, Jr.

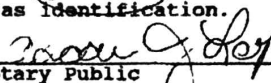
STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 11
day of February, 1997, by Ben C. Otis, as Senior Vice President

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.. OFFICIAL RECORDS ..
BK 1595 PG 451

of the First National Bank of Santa Rosa, a Banking corporation, on behalf of said corporation. He is personally known to me or has produced _____ as identification.


Notary Public

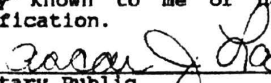
My commission expires: _____



OSCAR JACKSON LOOKLEN JR.
My Commission CC388578
Expires Dec. 28, 1987

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 5 day of March, 1997, by Greg McCranie, as President of Reliant Contractors, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced _____ as identification.


Notary Public

My commission expires: _____



OSCAR JACKSON LOOKLEN JR.
My Commission CC388578
Expires Dec. 28, 1987

g:\j1\bernthP.dec

4

SANTA ROSA COUNTY, FLORIDA
MARY M JOHNSON, CLERK