

RETURN TO: LYNDIA R. AYCOCK  
OLMER, MURCHISON, ASHBY & BALE  
P. O. BOX 479, JACKSONVILLE, FLA. 32208

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OFFICIAL RECORDS

SEASCAPE  
DECLARATION OF COVENANTS  
RE: ASSESSMENTS

WHEREAS, Great American Properties - Florida, Inc., a Georgia corporation ("Developer"), is the owner of the tract of land described in Exhibit "A" attached hereto and located in Walton County, Florida (herein "Seascape" or "Property"); and,

WHEREAS, Developer desires to subject that portion of the Property known as Seascape, Phase One and described in Exhibit "B", attached hereto, to certain mutual and beneficial restrictions, covenants, terms, conditions, and limitations (herein for convenience sometimes referred to collectively as "covenants") for the benefit of such property and any owners of all or part thereof, and,

WHEREAS, Developer may subject other portions of Seascape to such covenants from time to time.

NOW, THEREFORE, Developer does hereby proclaim, publish and declare that all of said Seascape, Phase One, and such other portions of the Property which are subjected to these restrictive covenants from time to time, shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following covenants, which shall run with the land and shall be binding upon Developer and upon all parties having or acquiring any right, title, or interest in and to the Seascape, Phase One, and any part or parts of the Property which is subject to such covenants. The covenants contained herein shall not apply to any portion of the Property which is not subjected specifically by written instrument to these covenants.

ARTICLE I  
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 The covenants, restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every parcel of Seascape specifically subjected to these covenants and are intended to create mutual equitable servitudes upon each of said parcels in favor of the other such parcels, to create reciprocal rights between the respective owners of said parcels; and, to create privity of contract and estate between the grantees of said parcels, their heirs, successors and assigns.

THIS INSTRUMENT WAS PREPARED BY LYNDIA R. AYCOCK  
OF OLMER, MURCHISON, ASHBY & BALE, P. O. BOX 479  
1500 ATLANTIC WALK PLACE, JACKSONVILLE, FLA. 32202

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ARTICLE II  
DEFINITIONS

Section 2.1 Seascape, Phase One: The property described in Exhibit "B" as Seascape, Phase One.

Section 2.2 Declaration: This Declaration of Covenants.

Section 2.3 Developer: Great American Properties - Florida, Inc., a Georgia corporation, its successors and assigns.

Section 2.4 Residential Parcel; Parcel: Any unit, lot, part or parcel of the Property designed for a single family residence (including condominium units and single family residences) subject to the terms of this Declaration regardless of whether or not a dwelling has been constructed on such parcel.

Section 2.5 Seascape or Property: The property described in Exhibit "A" hereto.

Section 2.6 Association: The Seascape Homeowners Association, Inc., its successors and assigns.

Section 2.7 Member: A person who is a record owner of any portion of Members' Property.

Section 2.8 Members' Property: Any portion of Seascape which has been subjected to the provisions of this Declaration.

Section 2.9 Common Services or Common Areas: Those portions of the Property and services which are designated by the Developer by written instrument recorded in the public records of Walton County, Florida as Common Services or Common Areas.

Section 2.10 Resident: Any person or persons occupying a Residential Parcel.

ARTICLE III  
COVENANT FOR ASSESSMENTS

Section 3.1 Creation of Lien for Assessments. Residential Parcels shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions of this Declaration. The annual assessments and when properly authorized in accordance with Section 3.5, special assessments for capital improvements, together with interest thereon and costs

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of collection thereof (including reasonable attorney's fees) as hereinafter provided, shall be a charge on and shall be a continuing lien upon the Residential Parcel against which each such assessment or charge is made. Said Lien shall be effective from and after the time of recording in Walton County, Florida, a claim of lien stating the name of the record owner, the amount and date due, and shall continue until all such sums are fully paid,

**Section 3.2 Submission of Seascope, Phase One.** Developer hereby subjects Seascope, Phase One, to this Declaration. Except as provided herein, Seascope, Phase One shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to the terms and provisions of this Declaration.

**Section 3.3 Purpose of Assessments.** The assessments levied by the Association shall be used for the purpose of providing any and all services and activities beneficial to Members, including, for example only, providing fire protection services to Seascope; providing security for Members and their property; maintaining, operating and repairing of the Common Areas which include common recreational and support facilities, the lakes, paths, and roadway areas within Seascope, the water and drainage system, waste water pump stations and other areas and structures beneficial or useful to the Members' Property which are designated as Common Areas; providing for the payment of taxes and insurance of all property of the Association and for the repair, replacement and additions thereto; providing for the cost of labor, insurance, equipment, materials, management and supervision for other Common Services beneficial to the Members as determined by Association and carrying out the functions, purposes, responsibilities and duties of the Association.

**Section 3.4 Amounts of Annual Assessments Until 1980.** Prior to January 1, 1978, unless an increase is authorized by two-thirds (2/3's) or more of the Members of each and every class of membership on a class basis, the annual assessment payable by Members shall not exceed the following: Type 1 (One Bedroom) - \$20.08; Type 2 (Two Bedroom) - \$24.80; Type 3 (Three Bedroom) - \$30.13; and others as determined by Developer. Provided, however, if at the commencement of each calendar year the Consumer Price Index for "All Items" (United States City Average) as compiled by the Bureau of Labor Statistics, U. S. Department of Labor, should be higher than the latest compiled index as of the date of commencement of the previous fiscal year, the maximum annual assessment payable by Members may, upon vote of the Board of Directors of the Association, be increased by a percentage equal to the increase in the aforesaid Consumer Price Index. Such increase may be made cumulatively if not made in the year of increase.

**Section 3.5 Other Assessments.**

**3.5.1 Initial Assessment.** Each Member, except Developer and entities purchasing a portion of the Property for development purposes, shall upon becoming a Member of the Association contribute to the working capital account of the Association the sum of \$50.00.

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**3.5.2 Special Assessments.** If two-thirds (2/3's) or more of the Members of each and every class of membership authorize by affirmative vote on a class basis, the Association may levy and collect a special assessment in the amount authorized for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of Common Areas capital improvement, or other improvement referred to in Section 3.3 above, including any necessary fixtures and personal property related thereto.

**Section 3.6 Determination of Assessments: Manner of Calculation.**

**3.6.1 Residential Parcels.** Each type Residential Parcel shall be subject to an equal assessment as for other Residential Parcels of such type, whether annual or special. The ratio of assessments between One, Two and Three Bedroom Residential Parcels shall be: One Bedroom - 1; Two Bedroom - 1.5; and Three Bedroom - 2. The annual assessment payable by each Member owning a Residential Parcel shall be the total annual assessment as determined by the Association and fixed for each Residential Parcel type in accordance with the foregoing ratios and shall not thereafter be increased or decreased during any fiscal year because of the addition of new Members, the addition of additional Members' Property, or by the addition of Common Areas. When additional property is subjected to this Declaration, the assessments payable in respect to each Residential Parcel for that fiscal year shall be levied against and shall be payable by the Members owning such Residential Parcels, pro rata, using the annual assessment (and any special assessment) payable during such fiscal year as a basis.

**3.6.2 Developer's Parcels.** Any provisions of this Declaration to the contrary notwithstanding, unimproved Parcels or vacant improved Parcels owned by and held for sale or lease by Developer, shall not be subject to annual or special assessments and shall not be subject to lien so long as the same is owned by Developer. Upon the initial sale of such Parcel by Developer, the assessment payable with respect to such Parcel for the current year shall be due and payable by the Member purchasing the same; provided, that in the event the Developer sells a portion of the Property subjected to this Declaration to another entity for development or investment, the assessment payable with respect to Parcels in such property shall be due and payable upon sale by such entity to a Member purchasing the same. Developer shall pay to the Association in lieu of assessments on unimproved or vacant improved Parcels, a sum which is the difference between assessments payable by all Members other than Developer and the sum necessary to provide any of the Common Services and maintain the Common Areas, as determined by the Developer.

**Section 3.7 Date of Commencement of Annual Assessments.** Within sixty (60) days of the filing of this Declaration in the public records of Walton County, Florida, the Board of Directors shall determine the annual assessment for the current year, levy the annual assessment against each Member responsible for the payment of the same

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and as soon as practicable, notify the Members of the amount and the date on which the assessments shall be payable. Thereafter, the Association shall establish the annual assessments, the date on which the same shall be paid, including whether payable in advance, monthly, semi-annually or in such other installments as it deems appropriate. Where the Members' Property consists of condominium units, the Association may, at its option, collect the assessment payable by each of the Members in the respective condominium from the condominium association responsible for maintenance and management of such condominium instead of collecting the same from each of the individual Members. The Association shall, without charge, on written request of any Member or the mortgagee of any Member, furnish a certificate signed by an officer or duly authorized agent setting forth the assessments currently levied against a Member and the Member's Residential Parcel and whether the same has been paid.

Section 3.8 Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action to foreclose the lien granted hereunder against the Members' Property or may, at its option, take any other action authorized by law. No Member may waive or otherwise escape liability for the assessments by non-use of the Common Services or Common Areas to which assessments are applied or by abandonment of the Members' Property owned by him or it.

Section 3.9 Subordination of Lien to Mortgages. The lien of any assessment or charge authorized herein with respect to Members' Property shall be subordinate to the lien of any first institutional mortgage on such Members' Property if, and only if, all Association's assessments and charges levied against such Members' Property, falling due on or prior to the date such mortgage is recorded have been paid. The sale or transfer of any Members' Property pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure subject to the Association's right to proceeds of such sale in excess of the sums due the first mortgagee.

ARTICLE IV  
MEMBERS' RIGHTS

Section 4.1 Members' Easement of Enjoyment and Residents' Privilege to Use. Every Member and each Resident shall have a non-exclusive right and easement in common with others of enjoyment in and to the Common Areas. Such easement shall be appurtenant to and shall pass with the Members' Property owned by such Member. All Members shall have a non-transferable privilege to use and enjoy the Common Areas and Common Services for as long as they are Members.

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Section 4.2 Reservation of Rights in Association and Developer. All the rights, easements and privileges granted in Section 4.1 and 4.2 are subject to:

4.2.1 The right of the Association to adopt and promulgate reasonable rules and regulations pertaining to the use of the Common Areas and relating to the preservation of the property of the Association or the safety and convenience of the users thereof, and promoting the best interests of the Association and Members;

4.2.2 The right of the Association to suspend the voting rights and the right to use Common Areas by a Member for any period during which an assessment against his Members' Property remains unpaid, and for a period not to exceed sixty (60) days for the infraction of any of its published rules and regulations;

4.2.3 The right of the Developer, or its successor in title, at any time to convey or encumber all or any part of Common Areas owned by Developer;

4.2.4 The right of the Developer, or its successor in title, to grant easements and rights-of-way as it shall deem necessary, convenient, or appropriate (i) for the proper servicing and maintenance of the Common Areas or Members' Property, and (ii) for the development and improvement of any portion of the Property; and

4.2.5 The easements and restrictions described in Section 4.3.

Section 4.3 Restrictions and Easements. It is intended that the Developer will create easements and rights-of-way over and/or affecting the property to be conveyed to Association prior to or as a part of conveyances to the Association. Such easements may include, but are not limited to, easements relating to utilities, sewers, construction, paths and roads. Property conveyed to Association by Developer shall be conveyed subject to all restrictions, easements, rights-of-way, encumbrances, liens and agreements of record.

In addition, Developer hereby expressly reserves the right to grant easements relating to utilities, sewers, and construction, and rights-of-way over, under and through the Property so long as Developer shall own any portion of the Property. The easements granted by Developer shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Areas or Members' Property.

ARTICLE V  
MEMBERSHIP AND VOTING RIGHTS

Section 5.1 Each owner of Members' Property shall, by virtue of such ownership, be a Member of the Association. Membership shall be appurtenant to,

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and may not be separated from the ownership of any property which is Members' Property except that the Developer shall also be a Member.

Section 5.2 Classes of Membership.

(a) Class A Members shall be all persons owning Members' Property.

(b) Class B Member shall be the Developer.

The Class B membership shall terminate when (a) the Class B Member so designates in a writing delivered to the Corporation, or (b) on January 1, 1986, whichever shall first occur.

Section 5.3 Voting Rights. When entitled to vote, each Member shall have one vote for each Residential Parcel owned by such Member.

Section 5.4 Class B to Have Sole Voting Privileges. Until such time as the Class B membership terminates, the Class B Member shall be vested with the sole voting rights in the Corporation, and the Class A membership shall have no voting rights except on such matters as to which the Declaration, the Articles of Incorporation, or the By-Laws of the corporation specifically require a vote of each and every class of membership.

ARTICLE VI

THE ADDITION OF COMMON AREAS AND COMMON SERVICES

Section 6.1 Additions to Common Areas and Common Services. Developer, or its successors and assigns, may from time to time during the period set forth in Section 5.2, designate additional property as Common Areas or additional services as Common Services in the same manner in which the Initial Common Areas and Common Services are designated as set forth in Section 2.10 hereof.

Section 6.2 Permissible Conditions or Restrictions on Additional Common Areas. Property designated as additional Common Areas may be improved or unimproved land and may be subject to permanent or periodic flooding or may be land under water. Such additional Common Areas may be subject to easements, restrictions and agreements of record.

Section 6.3 Conveyance of Common Areas to Association. Initially the Developer shall be the owner of the Common Areas. When the Developer elects, or at the time the Class B membership terminates, whichever shall first occur, Developer shall convey ownership of such Common Areas to the Association. This provision is for the benefit of the Association and may be specifically enforced by it.

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ARTICLE VII

THE SUBMISSION OF ADDITIONAL MEMBERS' PROPERTY

**Section 7.1 Submission of Additional Members' Property.** Additional portions of the Property may be subjected to the provisions of this Declaration by an instrument executed by the Developer or other person specifically granted the right by Developer to submit property to this Declaration, in the manner required for the execution of deeds and upon the recording of such instrument in the records of the county in which such property is located; such additional property shall be Members' Property and the owner or owners of such Members' Property shall thereupon be Members.

**Section 7.2 All Members' Property Bears the Burdens and Enjoys the Benefits of this Declaration.** Every person who is an owner of a fee interest in any portion of the Members' Property does by reason of taking such title agree to all of the terms and provisions of this Declaration. All Members' Property is subject to the burdens and shall enjoy the benefits made applicable hereunder to Members' Property.

ARTICLE VIII

GENERAL PROVISIONS

**Section 8.1 Duration.** The covenants and restrictions of this Declaration shall run with and bind the land submitted or subject to this Declaration and shall be and remain in effect and shall inure to the benefit of and be enforceable by the Developer, the Association or the Members their respective legal representatives, heirs, successors and assigns, and shall be changed, modified, amended, altered or terminated only by a duly recorded written instrument executed in accordance with Section 8.4.

**Section 8.2 Notices.** Any notice required to be sent to any person pursuant to any provision of this Declaration will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished in writing to the Secretary of the Association. The effective date of the notice shall be the date of mailing.

**Section 8.3 Severability.** Whenever possible each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect the validity of the remainder of this Declaration, and to this end the provisions of the Declaration are declared to be severable.



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Section 8.4 Amendment. This Declaration may be amended (I) during the time there are two classes of Members, by the affirmative vote of at least two-thirds (2/3's) of the total vote of the Class B membership or (II) after Class B membership has terminated, by the affirmative vote of at least two-thirds (2/3's) of the Members; provided, Sections 3.4 and 3.5 shall not be amended without the consent of two-thirds (2/3's) of both the Class A and Class B Members. Amendments shall not become effective until recorded in the same manner as this Declaration, and shall contain a statement signed by the President or Vice President of the Association and by its Secretary or Assistant Secretary that the amendment was duly authorized as provided therein.

Section 8.5 Disputes and Construction of Terms. In the event any dispute arises under this Declaration or if any provision of this Declaration requires construction, the issue shall be submitted to the Board of Directors of the Association. The Board of Directors shall give all persons having an interest in the issue, in the opinion of the Board, an opportunity to be heard and the Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties so requesting. All decisions by the Board shall be final.

Section 8.6 No Dedication to Public. Nothing herein contained shall be construed as dedicating or vesting any right to use any portion of the Property in the general public or as dedicating any of the Property to public use.

Section 8.7 Architectural Control. No exterior addition to or modification of any structure subject to this Declaration, or alteration of any nature shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, and materials of the same have been submitted to and approved by the Association, in writing, as being harmonious with the external design of surrounding structures and the natural surroundings.

Section 8.8 Right to Alter Roadways and Paths. The Developer reserves the sole and absolute right at any time to redesignate, relocate or close any part of the roadways and paths on the Property without the consent or joinder of any party so long as no Member is denied reasonable access to a public roadway by such redesignation, relocation or closure. In the event a road or pathway is redesignated, relocated or closed, the easement granted to each Member over the road or path as it previously existed shall terminate.

Section 8.9 Assignment of Developer's Rights. Developer reserves the right to assign all or any portion of its rights and privileges under this Declaration pro tanto, to any other person or entity, who acquires all or any portion of Seascape.

Section 8.10 Initial Common Areas. The Developer hereby designates the property described in Exhibit 1 to this Declaration as the Initial Common Areas.

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IN WITNESS WHEREOF, Great American Properties - Florida, Inc., a Georgia corporation, has caused these covenants to be properly executed by their respective duly authorized officers, and recorded in the public records of Walton County, Florida.

Signed, Sealed and Delivered  
in the presence of

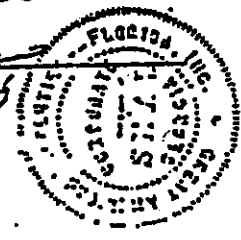
*James F. [Signature]*  
*Walter J. [Signature]*

GREAT AMERICAN PROPERTIES - FLORIDA, INC.

By *W. H. Smith*  
its *Pres*

Attest: *Ronald D. [Signature]*  
its *Secy*

(Corporate Seal)



BOOK 101 633

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BOOK 101 653

OFFICIAL RECORDS

STATE OF Georgia

COUNTY OF Fulton

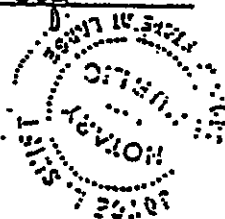
I HEREBY CERTIFY that on this 3rd day of June, 1976,  
 before me personally appeared W. Kirk Smith and  
Ronald D. Jaeger, as President and  
Secretary, respectively, of GREAT AMERICAN PROPERTIES -  
 FLORIDA, INC., a Georgia corporation, to me known to be the persons described  
 in and who executed the foregoing instrument, and severally acknowledged the  
 execution thereof to be their free act and deed as such officers for the uses and pur-  
 poses therein mentioned; that they affixed thereto the official seal of said corporation  
 and said instrument is the act and deed of said corporation.

WITNESS my official hand and seal in the State and County aforesaid, the  
 day and year above written.

Joyce R. Swift  
 Notary Public

My Commission Expires:

Notary Public, Georgia, State at Large  
 My Commission Expires Dec. 21, 1976



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INITIAL COMMON AREAS

502 101 E40

BASKERVILLE  
R. ONOVAN -  
ENGINEERS, INC.

OFFICIAL RECORDS

LAND SURVEYORS  
LAND PLANNERS  
PROFESSIONAL ENGINEERS

Date: May 19, 1976

Sheet 1/2

Job Number: 10-245-04

PROPERTY DESCRIPTION

For: Great American Properties - Florida, Incorporated  
Project: Seascape Homeowners Association, Inc., Common Areas, Grant One  
Description: Phase I, Seascape Avenue,  
Title: Sunset Bay and Breakwater Bay Triangle

Prepared: R.E.R. Checked: P.M.N. Approved: R.E.R.

Commence at the southeast corner of Section 29, Township 2 South, Range 21 West, Walton County, Florida;  
Thence go South 89 degrees 57 minutes 42 seconds West along the south line of aforesaid Section 29 a distance of 2,532.87 feet;  
Thence go North 89 degrees 55 minutes 54 seconds West along the south line of aforesaid Section 29 a distance of 700.00 feet;  
Thence go North 10 degrees 41 minutes 44 seconds East a distance of 91.10 feet;  
Thence go North 62 degrees 30 minutes 25 seconds East a distance of 254.40 feet to a point of curvature;  
Thence go along a curve to the right, having a radius of 269.87 feet, an arc distance of 233.01 feet (CH.: 225.83 feet, CH. BEG.: North 27 degrees 14 minutes 30 seconds East) to a point of tangency;  
Thence go North 51 degrees 58 minutes 36 seconds East a distance of 135.00 feet;  
Thence go North 38 degrees 17 minutes 13 seconds East a distance of 42.58 feet to the Point of Beginning;  
Thence go North 10 degrees 41 minutes 11 seconds East a distance of 81.12 feet to a point of curvature;  
Thence go along a curve to the right, having a radius of 823.56 feet, an arc distance of 221.36 feet (CH.: 220.69 feet, CH. BEG.: North 18 degrees 23 minutes 12 seconds East) to a point of tangency;  
Thence go North 26 degrees 05 minutes 12 seconds East a distance of 262.64 feet to a point of curvature;  
Thence go along a curve to the right having a radius of 429.38 feet, an arc distance of 224.59 feet (CH.: 279.51 feet, CH. BEG.: North 45 degrees 04 minutes 52 seconds East) to a point of reverse curvature;  
Thence go along a curve to the left having a radius of 149.13 feet, an arc distance of 62.14 feet (CH.: 61.69 feet, CH. BEG.: North 52 degrees 03 minutes 38 seconds East);  
Thence go South 49 degrees 47 minutes 54 seconds East a distance of 20.00 feet;

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EXHIBIT 1

388 GULF BREEZE PARKWAY  
TELEPHONE ENGINEERING (904) 832-8276  
BRANCH SURVEYING OFFICE US HIGHWAY 98

POST OFFICE BOX 240  
POST OFFICE BOX 688

GULF BREEZE, FLORIDA 32561  
SURVEYING (904) 832-8276  
DESTIN, FLORIDA 32840 (904) 837-6888

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PROPERTY DESCRIPTION: Seascope Homeowners Association, Inc., Grant One  
Seascope Avenue, Sunset Bay and Breakwater Bay Triangle  
May 19, 1976  
Page two

Thence go southwesterly along a curve concave northeasterly and having a radius of 169.13 feet, an arc distance of 27.03 feet (CH.: 27.00 feet, CH. BRG.: South 44 degrees 47 minutes 13 seconds West);

Thence go South 14 degrees 41 minutes 28 seconds East a distance of 292.25 feet to a point of curvature;

Thence go along a curve to the left having a radius of 808.43 feet, an arc distance of 128.23 feet (CH.: 128.10 feet, CH. BRG.: South 19 degrees 13 minutes 15 seconds East);

Thence go South 23 degrees 46 minutes 46 seconds East a distance of 124.41 feet to a point of curvature;

Thence go along a curve to the right having a radius of 332.40 feet, an arc distance of 60.57 feet (CH.: 60.48, CH. BRG.: South 18 degrees 33 minutes 31 seconds West);

Thence go South 65 degrees 44 minutes 46 seconds East a distance of 77.97 feet;

Thence go South 81 degrees 39 minutes 16 seconds East a distance of 81.00 feet;

Thence go South 08 degrees 20 minutes 44 seconds West a distance of 77.76 feet;

Thence go westerly along a curve concave southerly and having a radius of 239.87 feet, an arc distance of 18.18 feet (CH.: 18.18 feet, CH. BRG.: North 89 degrees 45 minutes 23 seconds West) to a point of reverse curvature;

Thence go along a curve to the right having a radius of 146.62 feet, an arc distance of 48.59 feet (CH.: 48.66 feet, CH. BRG.: North 82 degrees 22 minutes 48 seconds West) to a point of reverse curvature;

Thence go along a curve to the left having a radius of 844.87 feet; an arc distance of 238.83 feet (CH.: 238.04 feet, CH. BRG.: North 80 degrees 55 minutes 29 seconds West) to a point of tangency;

Thence go North 89 degrees 01 minutes 23 seconds West a distance of 150.00 feet;

Thence go North 81 degrees 21 minutes 19 seconds West a distance of 230.00 feet;

Thence go South 38 degrees 17 minutes 13 seconds West a distance of 115.00 feet to the Point of Beginning;

Less and except that portion described as Parcel One on Sheet Three of Seascope Condominium Plat as recorded in Condominium Book at Page of the public records of Walton County, Florida.

SUBJECT TO liens, encumbrances, restrictions, and easements of record.

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**WASKERVILLE  
D. ONOVAN  
ENGINEERS, INC.**

**OFFICIAL RECORDS.**

**LAND SURVEYORS  
LAND PLANNERS  
PROFESSIONAL ENGINEERS**

Date: April 29, 1976

Sheet 1/3

Job Number: 10-245-04

PROPERTY DESCRIPTION

For: Great American Properties - Florida, Incorporated  
Project: Seascope Homeowners Association, Common Areas, Grant One  
Description Title: Entrance road, "Seascope Avenue"  
Prepared: *PER* Checked: *DM* Approved: *PER*

Commence at the southeast corner of Section 29, Township 2 South, Range 21 West, Walton County, Florida;  
Thence go South 29 degrees 57 minutes 42 seconds West along the south line of Section 29 a distance of 950.28 feet to the Point of Beginning;  
Thence go North 39 degrees 27 minutes 57 seconds West a distance of 127.25 feet;  
Thence go North 29 degrees 14 minutes 50 seconds West a distance of 50.00 feet to a point of curvature;  
Thence go along a curve to the left having a radius of 489.52 feet, an arc distance of 205.40 feet (CH: 203.95', CH. BEG: North 41 degrees 16 minutes 14 seconds West) to a point of tangency;  
Thence go North 53 degrees 17 minutes 38 seconds West a distance of 338.53 feet to a point of curvature;  
Thence go along a curve to the left having a radius of 451.17 feet, an arc distance of 69.12 feet (CH: 69.13', CH. BEG: North 57 degrees 25 minutes 02 seconds West);  
Thence go North 77 degrees 00 minutes 12 seconds West a distance of 256.30 feet to a point on a curve concave southerly having a radius of 480.47 feet;  
Thence go along said curve an arc distance of 50.89 feet (CH: 50.87', CH. BEG: South 84 degrees 30 minutes 02 seconds West) to a point of reverse curvature;  
Thence go along a curve to the right having a radius of 225.49 feet, an arc distance of 90.61 feet (CH: 90.00', CH. BEG: North 87 degrees 01 minutes 11 seconds West) to a point of tangency;  
Thence go North 75 degrees 30 minutes 29 seconds West a distance of 357.15 feet to a point of curvature;  
Thence go along a curve to the left having a radius of 239.87 feet, an arc distance of 68.76 feet (CH: 68.52, CH. BEG: North 83 degrees 43 minutes 12 seconds West) to a point of reverse curvature;  
Thence go along a curve to the right having a radius of 144.62 feet, an arc distance of 48.89 feet (CH: 48.66', CH. BEG: North 82 degrees 22 minutes 42 seconds West) to a point of reverse curvature;  
Thence go along a curve to the left having a radius of 844.87 feet, an arc distance of 238.23 feet (CH: 238.04', CH. BEG: North 20 degrees 55 minutes 29

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300 Gulf Breeze Parkway  
Telephone Engineering (904) 232-2276  
Branch Surveying Office U.S. Highway 90

POST OFFICE BOX 280  
POST OFFICE BOX 280

**OFFICIAL RECORDS**

GULF BREEZE, FLORIDA 32561  
SURVEYING (904) 232-2276  
DUSTIN, FLORIDA 32541 (904) 237-4244

101 C:G

April 29, 1976

Job Number: 10-245-04

Entrance road, "Scascape Avenue"

OFFICIAL RECORDS

Sheet 2/3

West) to a point of tangency;  
Thence go North 89 degrees 01 minutes 23 seconds West a distance of 150.00 feet;  
Thence go North 81 degrees 21 minutes 19 seconds West a distance of 730.00 feet;  
Thence go South 38 degrees 17 minutes 13 seconds West a distance of 187.68 feet;  
Thence go South 51 degrees 58 minutes 36 seconds West a distance of 135.00 feet  
to a point of curvature;  
Thence go along a curve to the left having a radius of 269.87 feet, an arc distance  
of 233.01 feet (CH: 225.83', CH. BEG: South 27 degrees 14 minutes 30  
seconds West) to a point of tangency;  
Thence go South 02 degrees 30 minutes 25 seconds West a distance of 254.40 feet;  
Thence go South 10 degrees 41 minutes 14 seconds West a distance of 91.10 feet  
to the south line of Section 29 and the northwest corner of Lot 14 of Warren  
Heights Subdivision as recorded in Plat Book 2 at page 38 of the public records  
of Walton County, Florida;  
Thence go South 00 degrees 03 minutes 21 seconds East along the west line of  
aforesaid Lot 14 a distance of 171.72 feet to the northerly right-of-way line of  
State Road Number 30 (U. S. 98, 100' R/W);  
Thence go South 81 degrees 38 minutes 20 seconds East along the aforesaid northerly  
right-of-way line a distance of 101.09 feet to the east line of Lot 13 of the  
aforesaid Warren Heights Subdivision;  
Thence go North 00 degrees 03 minutes 21 seconds West a distance of 186.30 feet  
to the northeast corner of Lot 13;  
Thence go North 26 degrees 08 minutes 22 seconds West a distance of 97.90 feet;  
Thence go North 02 degrees 30 minutes 25 seconds East a distance of 254.40 feet  
to a point of curvature;  
Thence go along a curve to the right having a radius of 229.87 feet, an arc distance  
of 198.47 feet (CH: 192.36', CH. BEG: North 27 degrees 14 minutes 30  
seconds East) to a point of tangency;  
Thence go North 51 degrees 58 minutes 36 seconds East a distance of 265.35 feet  
to a point of curvature;  
Thence go along a curve to the right having a radius of 121.19 feet, an arc distance  
of 82.49 (CH: 80.91', CH. BEG: North 71 degrees 28 minutes 36 seconds  
East) to a point of tangency;  
Thence go South 89 degrees 01 minutes 23 seconds East a distance of 289.18 feet  
to a point of curvature;  
Thence go along a curve to the right having a radius of 604.57 feet, an arc distance  
of 227.52 feet (CH: 226.76', CH. BEG: South 20 degrees 55 minutes 29  
seconds East) to a point of reverse curvature;  
Thence go along a curve to the left having a radius of 186.62 feet, an arc distance  
of 62.23 feet (CH: 61.95', CH. BEG: South 82 degrees 22 minutes 48 seconds  
East) to a point of reverse curvature;  
Thence go along a curve to the right having a radius of 199.87 feet, an arc distance  
of 57.29 feet (CH: 57.09', CH. BEG: South 83 degrees 43 minutes 12 seconds  
East) to a point of tangency;  
Thence go South 75 degrees 30 minutes 29 seconds East a distance of 357.18 feet  
to a point of curvature;  
Thence go along a curve to the left having a radius of 265.49 feet, an arc distance  
of 106.69 feet (CH: 105.97', CH. BEG: North 87 degrees 01 minutes 11

101 C:G

OFFICIAL RECORDS

101 C-1  
OFFICIAL RECORDS

April 29, 1976  
Job Number: 10-245-04  
Entrance road, "Seascape Avenue"

Sheet 3/3

seconds East) to a point of reverse curvature;  
Thence go along a curve to the right having a radius of 440.67 feet, an arc distance of 347.94 feet (CH: 338.97' CH. BRG: S 75° 54' 47" E) to a point of tangency;  
Thence go South 53 degrees 17 minutes 38 seconds East a distance of 338.53 feet to a point of curvature;  
Thence go along a curve to the right having a radius of 449.52 feet, an arc distance of 188.92 feet (CH: 187.28' CH. BRG: S 41° 16' 14" E) to a point of tangency;  
Thence go South 29 degrees 14 minutes 50 seconds East a distance of 50.00 feet;  
Thence go South 11 degrees 32 minutes 07 seconds East a distance of 80.86 feet to the south line of Section 29;  
Thence go South 89 degrees 57 minutes 42 seconds West a distance of 49.27 feet;  
Thence go South 00 degrees 15 minutes 32 seconds East a distance of 498.26 feet to a point on the northerly right-of-way line of the aforesaid State Road No. 30, said right-of-way line being curved concave northerly and having a radius of 11,409.16 feet;  
Thence go along the aforesaid right-of-way line an arc distance of 201.33 feet (CH: 201.33' CH. BRG: S 83° 26' 47" E);  
Thence go North 00 degrees 15 minutes 32 seconds West a distance of 521.37 feet;  
Thence go South 89 degrees 57 minutes 42 seconds West a distance of 50.68 feet to the Point of Beginning.  
The above described parcel being in Sections 29 and 32, Township 2 South, Range 21 West, Walton County, Florida.

SUBJECT TO liens, encumbrances, restrictions, and easements of record.

101 C-1  
OFFICIAL RECORDS



BOOK 101 C-15

**BASKERVILLE  
MONOVAN  
ENGINEERS, INC.**

**OFFICIAL RECORDS**

**LAND SURVEYORS  
LAND PLANNERS  
PROFESSIONAL ENGINEERS**

Date: May 17, 1976

Sheet 1/1

Job Number: 10-245-04

PROPERTY DESCRIPTION

For: Great American Properties - Florida, Incorporated  
Project: Seascape Homeowners Association, Inc., Common Areas, Grant One

Description  
Title: Driftwood Bay, Sea Oats Cove, Sea Gull Cove

Prepared: *RER* Checked: *P.M.N.* Approved: *RER*

Commence at the southeast corner of Section 29, Township 2 South, Range 21 West, Walton County, Florida;  
Thence go South 89 degrees 57 minutes 42 seconds West along the south line of the aforesaid Section 29 a distance of 2,632.27 feet;  
Thence go North 89 degrees 55 minutes 54 seconds West along the south line of the aforesaid Section 29 a distance of 700.00 feet to the Point of Beginning;  
Thence continue North 89 degrees 55 minutes 54 seconds West a distance of 92.23 feet;  
Thence go North 00 degrees 40 minutes 54 seconds West a distance of 420.00 feet;  
Thence go North 89 degrees 55 minutes 54 seconds West a distance of 520.00 feet;  
Thence go North 00 degrees 51 minutes 00 seconds West a distance of 22.63 feet;  
Thence go North 89 degrees 12 minutes 58 seconds East a distance of 304.32 feet;  
Thence go North 00 degrees 46 minutes 38 seconds West a distance of 122.67 feet;  
Thence go South 89 degrees 10 minutes 12 seconds West a distance of 304.50 feet;  
Thence go North 00 degrees 51 minutes 00 seconds West a distance of 43.55 feet;  
Thence go North 28 degrees 51 minutes 22 seconds East a distance of 432.27 feet to a point on a curve concave northeasterly, having a radius of 131.25 feet;  
Thence go southeasterly along the aforesaid curve, an arc distance of 17.96 feet  
CH: 17.94' CH. BEG: S 29° 57' 46" E);  
Thence go South 33 degrees 51 minutes 37 seconds East a distance of 132.55 feet to a point of curvature;  
Thence go along a curve to the right having a radius of 255.29 feet, an arc distance of 160.97 feet (CH: 158.31' CH. BEG: S 15° 47' 49" East);  
Thence go South 02 degrees 15 minutes 59 seconds West a distance of 192.33 feet to a point of curvature;  
Thence go along a curve to the left having a radius of 120.47 feet, an arc distance of 100.00 feet (CH: 97.15' CH. BEG: S 21° 30' 50" E);  
Thence go South 89 degrees 55 minutes 54 seconds East a distance of 52.29 feet;  
Thence go South 10 degrees 41 minutes 44 seconds West a distance of 64.45 feet to the Point of Beginning.

SUBJECT TO liens, encumbrances, restrictions, and easements of record.

BOOK 101 C-15

OFFICIAL RECORDS

308 GULF BREEZE PARKWAY

TELEPHONE ENGINEERING (904) 932-2276

BRANCH SURVEYING OFFICE US HIGHWAY 90

POST OFFICE BOX 300

POST OFFICE BOX 300

GULF BREEZE • 33130-2000

SURVEYING • 904-932-2276

DESIGN, FLORIDA • 904-932-2276

**BASKERVILLE  
BONOYAN  
ENGINEERS, INC.**

BOOK 101 C40  
OFFICIAL RECORDS

LAND SURVEYORS  
LAND PLANNERS  
PROFESSIONAL ENGINEERS

Date: May 20, 1976

Sheet 1/1

Job Number: 10-245-04

PROPERTY DESCRIPTION

For: Great American Properties - Florida, Incorporated  
Project: Seascape Homeowners Association, Inc., Common Areas, Grant One  
Description: 200 Foot Gulf Front Parcel  
Title: South of East Entrance Road  
Prepared: R.E.R. Checked: P.M.D. Approved: R.E.R.

Commence at the southeast corner of Section 29, Township 2 South, Range 21 West, Walton County, Florida;  
Thence go South 89 degrees 57 minutes 42 seconds West along the south line of the aforesaid Section 29 a distance of 897.64 feet;  
Thence go South 00 degrees 15 minutes 32 seconds East a distance of 621.97 feet to a point on the curved southerly right-of-way line of State Road No. 30 (U.S. 98, 100' R/W) and the Point of Beginning;  
Thence go northerly along the aforesaid southerly right-of-way line; being curved concave northerly and having a radius of 11,509.16 feet; an arc distance of 201.30 feet (CH: 201.30' CH. BEG: N 83° 30' 22" W);  
Thence go South 00 degrees 15 minutes 32 seconds East a distance of 117 feet, more or less, to the shoreline of the Gulf of Mexico;  
Thence meander southeasterly along the aforesaid shoreline a distance of 200 feet, more or less, to a point of intersection with a line passed through the Point of Beginning, and having a bearing of South 00 degrees 15 minutes 32 seconds East;  
Thence go North 00 degrees 15 minutes 32 seconds West a distance of 90 feet, more or less, to the Point of Beginning.

SUBJECT TO liens, encumbrances, restrictions, and easements of record.

BOOK 101 C40  
OFFICIAL RECORDS

300 GULF BREEZE PARKWAY  
TELEPHONE ENGINEERING (904) 632-3274  
BRANCH SURVEYING OFFICE US HIGHWAY 98

POST OFFICE BOX 200  
POST OFFICE BOX 200

GULF BREEZE, FLORIDA 32561  
SURVEYING (904) 632-3274  
SEASIDE, FLORIDA 32581 (904) 637-0014

OFFICIAL RECORDS

Begin at the southeast corner of Section 29, Township 2 South, Range 21 West, Walton County, Florida;

Thence go South 89 degrees 57 minutes 42 seconds West along the south line of the aforesaid Section 29 a distance of 1949.02 feet;

Thence go South 00 degrees 47 minutes 23 seconds East a distance of 228.96 feet;

Thence go North 89 degrees 12 minutes 10 seconds East a distance of 47.00 feet;

Thence go South 00 degrees 47 minutes 20 seconds East a distance of 153.00 feet to the northerly right-of-way line of State Road Number 30 (U.S. 98, 100' R/W);

Thence go North 81 degrees 38 minutes 20 seconds West along the aforesaid northerly right-of-way line a distance of 199.53 feet;

Thence go North 00 degrees 47 minutes 20 seconds West a distance of 354.20 feet to the south line of section 29;

Thence go South 89 degrees 57 minutes 42 seconds West along the south line of Section 29 a distance of 244.04 feet;

Thence go South 00 degrees 47 minutes 20 seconds East a distance of 318.09 feet to the northerly right-of-way line of the aforesaid State Road Number 30;

Thence go North 81 degrees 38 minutes 20 seconds West along the aforesaid northerly right-of-way line a distance of 300.00 feet;

Thence go North 00 degrees 43 minutes 01 seconds West a distance of 274.26 feet to the aforesaid south line of Section 29;

Thence go North 89 degrees 55 minutes 54 seconds West along the south line of the aforesaid Section 29 a distance of 100.00 feet;

Thence go North 00 degrees 43 minutes 04 seconds West a distance of 200.00 feet;

Thence go North 89 degrees 55 minutes 54 seconds West a distance of 250.00 feet;

Thence go South 00 degrees 43 minutes 04 seconds East a distance of 200.00 feet;

Thence go North 89 degrees 55 minutes 54 seconds West along the south line of the aforesaid Section 29 a distance of 250.00 feet to the northeast corner of Lot 11, Warren Heights Subdivision as recorded in Plat Book 2 at page 38 of the public records of Walton County;

Thence go South 00 degrees 03 minutes 21 seconds East along the east line of the aforesaid Lot 11 a distance of 186.30 feet to the northerly right-of-way line of State Road Number 30 (U.S. 98, 100' R/W);

Thence go North 81 degrees 38 minutes 20 seconds West along the aforesaid northerly right-of-way line a distance of 101.07 feet to the west line of Lot 11 of the aforesaid Warren Heights Subdivision;

Thence go North 00 degrees 03 minutes 21 seconds West along the west line of Lot 11 a distance of 171.72 feet to the south line of Section 29;

Thence go North 89 degrees 55 minutes 54 seconds East along the aforesaid south line a distance of 92.33 feet;

Thence go North 00 degrees 40 minutes 54 seconds West a distance of 120.00 feet;

Thence go North 89 degrees 55 minutes 54 seconds West a distance of 320.00 feet;

Thence go North 00 degrees 51 minutes 03 seconds West a distance of 644.74 feet;

Thence go North 89 degrees 28 minutes 21 seconds East a distance of 230.00 feet;

Thence go North 00 degrees 36 minutes 28 seconds West a distance of 250.00 feet;

Thence go South 89 degrees 28 minutes 24 seconds West a distance of 300.00 feet;

Thence go North 00 degrees 36 minutes 28 seconds West a distance of 1072.20 feet to the south line of a one hundred (100') feet Gulf Power Company right-of-way;

Thence go North 89 degrees 27 minutes 43 seconds East along the south line of the aforesaid Gulf Power right-of-way a distance of 311.74 feet to the northeast corner of the southeast one-quarter of the aforesaid Section 29;

Thence go South 00 degrees 49 minutes 16 seconds East along the east line of the aforesaid Section 29 a distance of 2641.22 feet to the Point of Beginning;

AND ALSO:

Tract 1:

Commence at the southeast corner of Section 29, Township 2 South, Range 21 West, Walton County, Florida;

Thence go South 89 degrees 57 minutes 42 seconds West along the south line of the aforesaid Section 29 a distance of 877.40 feet to the Point of Beginning;

Thence continue South 89 degrees 57 minutes 42 seconds West a distance of 199.92 feet;

Thence go South 00 degrees 15 minutes 32 seconds East a distance of 192.26 feet to the northerly right-of-way line of State Road Number 30 (U.S. 98, 100' R/W);

Thence go southeasterly along the aforesaid right-of-way line, being curved concave northerly and having a radius of 11,107.16 feet, an arc distance of 201.33 feet (CB: 201.33', CR: 100'; S 87° 26' 47" E);

Thence go North 00 degrees 15 minutes 32 seconds West a distance of 321.37 feet to the Point of Beginning.

Tract I:  
 Commence at the southeast corner of Section 29, Township 2 South, Range 21 West, Milton County, Florida;  
 Thence go South 89 degrees 57 minutes 12 seconds West along the south line of the aforesaid Section 29 a distance of 879.60 feet;  
 Thence go South 00 degrees 15 minutes 32 seconds East a distance of 622.77 feet to a point on the curved southerly right-of-way line of State Road Number 30 (U.S. 98, 100' R/W) and the Point of Beginning;  
 Thence go northerly along the aforesaid southerly right-of-way line, being curved concave northerly and having a radius of 11,507.16 feet, an arc distance of 201.30 feet (Ch: 201.30', Cr. Wc: 2 47° 30' 22" W);  
 Thence go South 00 degrees 15 minutes 32 seconds East a distance of 117 feet, more or less, to the shoreline of the Gulf of Mexico;  
 Thence meander southeasterly along the aforesaid shoreline a distance of 200 feet, more or less, to a point of intersection with a line passed through the Point of Beginning, and having a bearing of South 00 degrees 15 minutes 32 seconds East;  
 Thence go North 00 degrees 15 minutes 32 seconds West a distance of 90 feet, more or less, to the Point of Beginning.

AND ALSO:

Tract III:

Tract III, that part of the west 1510 feet of Government Lot 1, Section 32, Township 2 South, Range 21 West, as recorded on the plat of Sapphire Beach Subdivision as recorded in Plat Book 2 at page 53 of the public records of Milton County, Florida, which lies north of Lots 15, 14, 13, 12, 2 and 1 of the aforesaid Sapphire Beach Subdivision.

AND ALSO:

Tract IV:

The unnamed road lying between Lots 6 and 1 and between Lots 13 and 14 of Sapphire Beach Subdivision as recorded in Plat Book 2 at page 53 of the public records of Milton County, Florida.

AND ALSO:

Tract V:

Commence at the northeast corner of Section 29, Township 2 South, Range 21 West, Milton County, Florida;  
 Thence go South 89 degrees 57 minutes 12 seconds West along the south line of the aforesaid Section 29 a distance of 2638.87 feet;  
 Thence go South 00 degrees 15 minutes 04 seconds East a distance of 775.53 feet to the southerly right-of-way line of State Road Number 30 (U.S. 98, 100' R/W) and the Point of Beginning;  
 Thence go South 81 degrees 38 minutes 20 seconds East along the aforesaid southerly right-of-way line a distance of 716.70 feet;  
 Thence go South 00 degrees 17 minutes 20 seconds East a distance of 30.00 feet;  
 Thence go South 81 degrees 38 minutes 20 seconds East a distance of 321.77 feet;  
 Thence go North 00 degrees 17 minutes 20 seconds West a distance of 30.00 feet to the southerly right-of-way line of the aforesaid State Road Number 30;  
 Thence go South 81 degrees 38 minutes 20 seconds East a distance of 7.54 feet to a point of curvature;  
 Thence go along a curve to the left having a radius of 11,507.16 feet an arc distance of 32.96 feet (Ch: 32.96', Cr. Wc: 3 21° 43' 19" E);  
 Thence go South 00 degrees 17 minutes 20 seconds East a distance of 30.00 feet;  
 Thence go along a curve concave northerly and having a radius of 11,539.16 feet an arc distance of 211.00 feet (Ch: 211.00', Cr. Wc: 3 42° 23' 19" E);  
 Thence go South 00 degrees 15 minutes 32 seconds East a distance of 67 feet, more or less, to the shoreline of the Gulf of Mexico;  
 Thence meander northeasterly along the shoreline of the Gulf of Mexico a distance of 1350 feet, more or less, to a point of intersection with a line passed through the Point of Beginning and having a bearing of South 00 degrees 15 minutes 04 seconds East;  
 Thence go North 00 degrees 15 minutes 04 seconds West a distance of 230 feet, more or less, to the Point of Beginning.



102 442

236080

OFFICIAL RECORDS  
AMENDMENT TO SEASCAPE DECLARATION

OF COVENANTS RE: ASSESSMENTS FILED

We, the President and Secretary of the Seascape Homeowner's Association, Inc., hereby certify that the following amendment to Section 3.4 of the Seascape Declaration of Covenants Re: Assessments, recorded in Official Records Book 101, page 629 of the public records of Walton County, Florida was duly adopted by Great American Properties Florida, Inc., the sole owner of Member's Property ( as defined in said Declaration) and Class A Member, and the sole Class B Member of The Seascape Homeowner's Association, Inc. Said Amendment is made to state the annual, rather than monthly, assessments payable to the Association.

1. Section 3.4 is amended, so as amended to read as follows:

"Section 3.4 Amounts of Annual Assessments Until 1978. Prior to January 1, 1978, unless an increase is authorized by two-thirds (2/3's) or more of the Member's of each and every class of membership on a class basis, the annual assessment payable by Members shall not exceed the following: Type 1 (One Bedroom)-\$240.96; Type 2 (Two Bedroom)-\$297.60; Type 3 (Three Bedroom)-\$361.56; and others as determined by Developer. Provided, however, if at the commencement of each calendar year the Consumer Price Index for "All Items" (United States City Average) as compiled by the Bureau of Labor Statistics, U.S. Department of Labor, should be higher than the latest index as of the date of commencement of the previous fiscal year, the maximum annual assessment payable by Members may, upon vote of the Board of Directors of the Association, be increased by a percentage equal to the increase in the aforesaid Consumer Price Index. Such increase may be made cumulatively if not made in the year of increase."

Witnesses:

[Signature]  
[Signature]

THE SEASCAPE HOMEOWNER'S ASSOCIATION.

By: [Signature]  
Its President

Attest: [Signature]  
Its Secretary

(Corporate Seal)



102 442

OFFICIAL RECORDS

102 . 443  
OFFICIAL RECORDS

STATE OF FLORIDA  
COUNTY OF WALTON

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared KEITH W. BRICKLEMYER and STEPHEN M. CUMBIE to me known to be the PRESIDENT and SECRETARY, respectively of THE SEASCAPE HOMEOWNER'S ASSOCIATION, INC., the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same as such officers of such corporation freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 1<sup>st</sup> day of JULY, 1976.

Ronald K. Carr  
Notary Public

My Commission expires: By Commission



102 . 443  
OFFICIAL RECORDS

**SEASCAPE**  
**DECLARATION OF COVENANTS**  
**RE: ASSESSMENTS**

WHEREAS, Great American Properties – Florida, Inc., a Georgia corporation (“Developer”), is the owner of the tract of land described in Exhibit “A” attached hereto and located in Walton County, Florida (herein “Seascape” or “Property”); and,

WHEREAS, Developer desires to subject that portion of the Property known as Seascape, Phase One and described in Exhibit “B”, attached hereto, to certain mutal and beneficial restrictions, covenants, terms, conditions, and limitations (herein for convenience sometimes referred to collectively as “covenants”) for the benefit of such property and any owners of all or part thereof, and,

WHEREAS, Developer may subject other portions of Seascape to such covenants from time to time.

NOW, THEREFORE, Developer does hereby proclaim, publish and declare that all of said Seascape, Phase One, and such other portions of the Property which are subjected to these restrictive covenants from time to time, shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following covenants, which whall run with the land and shall be binding upon Developer and upon all parties having or acquiring any right, title, or interest in and to the Seascape, Phase One, and any part or parts of the Property which is subject to such covenants. The covenants contained herein shall not apply to any portion of the Property which is not subjected specifically by written instrument to these covenants.

**ARTICLE I**  
**MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 The covenants, restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every parcel of Seascape specifically subjected to these covenants and are intended to create mutual equitable servitudes upon each of said parcels in favor of the other such parcels, to create reciprocal rights between the respective owners of said parcels; and to create privity of contract and estate between the grantees of said parcels, their heirs, successors and assigns.

**ARTICLE II**  
**DEFINITIONS**

Section 2.1 Seascape, Phase One: The property described in Exhibit “B” as Seascape, Phase One.

Section 2.2 Declaration: This Declaration of Covenants.

Section 2.3 Developer: Great American Properties – Florida, Inc., a Georgia corporation, its successors and assigns.

Section 2.4 Residential Parcel; Parcel: Any unit, lot, part or parcel of the Property designed for a single family residence (including condominium units and single family residences) subject to the terms of this Declaration regardless of whether or not a dwelling has been constructed on such parcel.

Section 2.5 Seascape or Property: The property described in Exhibit “A” hereto.

Section 2.6 Association: The Seascape Homeowners Association, Inc., its successors and assigns.

Section 2.7 Member: A person who is a record owner of any portion of Member’s Property.



**SEASCAPE**  
**DECLARATION OF COVENANTS**  
**RE: ASSESSMENTS**

WHEREAS, Great American Properties – Florida, Inc., a Georgia corporation (“Developer”), is the owner of the tract of land described in Exhibit “A” attached hereto and located in Walton County, Florida (herein “Seascape” or “Property”); and,

WHEREAS, Developer desires to subject that portion of the Property known as Seascape, Phase One and described in Exhibit “B”, attached hereto, to certain mutual and beneficial restrictions, covenants, terms, conditions, and limitations (herein for convenience sometimes referred to collectively as “covenants”) for the benefit of such property and any owners of all or part thereof, and,

WHEREAS, Developer may subject other portions of Seascape to such covenants from time to time.

NOW, THEREFORE, Developer does hereby proclaim, publish and declare that all of said Seascape, Phase One, and such other portions of the Property which are subjected to these restrictive covenants from time to time, shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following covenants, which shall run with the land and shall be binding upon Developer and upon all parties having or acquiring any right, title, or interest in and to the Seascape, Phase One, and any part or parts of the Property which is subject to such covenants. The covenants contained herein shall not apply to any portion of the Property which is not subjected specifically by written instrument to these covenants.

**ARTICLE I**  
**MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 The covenants, restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every parcel of Seascape specifically subjected to these covenants and are intended to create mutual equitable servitudes upon each of said parcels in favor of the other such parcels, to create reciprocal rights between the respective owners of said parcels; and to create privity of contract and estate between the grantees of said parcels, their heirs, successors and assigns.

**ARTICLE II**  
**DEFINITIONS**

Section 2.1 Seascape, Phase One: The property described in Exhibit “B” as Seascape, Phase One.

Section 2.2 Declaration: This Declaration of Covenants.

Section 2.3 Developer: Great American Properties – Florida, Inc., a Georgia corporation, its successors and assigns.

Section 2.4 Residential Parcel; Parcel: Any unit, lot, part or parcel of the Property designed for a single family residence (including condominium units and single family residences) subject to the terms of this Declaration regardless of whether or not a dwelling has been constructed on such parcel.

Section 2.5 Seascape or Property: The property described in Exhibit “A” hereto.

Section 2.6 Association: The Seascape Homeowners Association, Inc., its successors and assigns.

Section 2.7 Member: A person who is a record owner of any portion of Member’s Property.

Section 2.8 Member's Property: Any portion of Seascape which has been subjected to the provisions of this Declaration.

Section 2.9 Common Services or Common Areas: Those portions of the Property and services which are designated by the Developer by written instrument recorded in the public records of Walton County, Florida as Common Services or Common Areas.

Section 2.10 Resident: Any person or persons occupying a Residential Parcel.

### ARTICLE III COVENANT FOR ASSESSMENTS

Section 3.1 Creation of Lien for Assessments. Residential Parcels shall be subject to a continuing lien for assessments levied by the Association in accordance with the provisions of this Declaration. The annual assessments and when properly authorized in accordance with Section 3.5, special assessments for capital improvements, together with interest thereon and costs of collection thereof (including reasonable attorney's fees) as hereinafter provided, shall be a charge on and shall be a continuing lien upon the Residential Parcel against which each such assessment or charge is made. Said lien shall be effective from and after the time of recording in Walton County, Florida, a claim of lien stating the name of the record owner, the amount and date due, and shall continue until all such sums are fully paid.

Section 3.2 Submission of Seascape, Phase One. Developer hereby subjects Seascape, Phase One, to this Declaration. Except as provided herein, Seascape, Phase One shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to the terms and provisions of this Declaration.

Section 3.3 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of providing any and all services and activities beneficial to Members, including, for example only, providing fire protection services to Seascape; providing security for Members and their property; maintaining, operating and repairing of the Common Areas which include common recreational and support facilities, the lakes, paths, and roadway areas within Seascape, the water and drainage system, waste water pump stations and other areas and structures beneficial or useful to the Members' Property which are designated as Common Areas; providing for the payment of taxes and insurance of all property of the Association and for the repair, replacement and additions thereto; providing for the cost of labor, insurance, equipment, materials, management and supervision for other Common Services beneficial to the Members as determined by Association and carrying out the functions, purposes, responsibilities and duties of the Association.

Section 3.4 Amounts of Annual Assessments Until 1978. Prior to January 1, 1978, unless an increase is authorized by two-thirds (2/3's) or more of the Members of each and every class of membership on a class basis, the annual assessment payable by Members shall not exceed the following: Type 1 (One Bedroom) - \$20.08; Type 2 (Two Bedroom) - \$24.80; Type 3 (Three Bedroom) - \$30.13; and others as determined by Developer. Provided, however, if at the commencement of each calendar year the Consumer Price Index for "All Items" (United States City Average) as compiled by the Bureau of Labor Statistics, U. S. Department of Labor, should be higher than the latest compiled index as of the date of commencement of the previous fiscal year, the maximum annual assessment payable by Members may, upon vote of the Board of Directors of the Association, be increased by a percentage equal to the increased in the aforesaid Consumer Price Index. Such increase may be made cumulatively if not made in the year of increase.

#### Section 3.5 Other Assessments.

3.5.1 Initial Assessment. Each Member, except Developer and entities purchasing a portion of the Property for development purposes, shall upon becoming a Member of the Association contribute to the working capital account of the Association the sum of \$50.00.

**3.5.2 Special Assessments.** If two-thirds (2/3's) or more of the Members of each and every class of membership authorize by affirmative vote on a class basis, the Association may levy and collect a special assessment in the amount authorized for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of Common Areas capital improvement, or other improvement referred to in Section 3.3 above, including any necessary fixtures and personal property related thereto.

**Section 3.6 Determination of Assessments; Manner of Calculation.**

**3.6.1 Residential Parcels.** Each type Residential Parcel shall be subject to an equal assessment as for other Residential Parcels of such type, whether annual or special. The ratio of assessments between One, Two and Three Bedroom Residential Parcels shall be: One Bedroom - 1; Two Bedroom - 1.5; Three Bedroom - 2. The annual assessment payable by each Member owning a Residential Parcel shall be the total annual assessment as determined by the Association and fixed for each Residential Parcel Type in accordance with the foregoing ratios and shall not thereafter be increased or decreased during any fiscal year because of the addition of new Members, the addition of additional Members' Property, or by the addition of Common Areas. When additional property is subjected to this Declaration, the assessments payable in respect to each Residential Parcel for that fiscal year shall be levied against and shall be payable by the Members owning such Residential Parcels, pro rata, using the annual assessment (and any special assessment) payable during such fiscal year as a basis.

**3.6.2 Developer's Parcels.** Any provisions of this Declaration to the contrary notwithstanding, unimproved Parcels or vacant improved Parcels owned by and held for sale or lease by Developer, shall not be subject to annual or special assessments and shall not be subject to lien so long as the same is owned by Developer. Upon the initial sale of such Parcel by Developer, the assessment payable with respect to such Parcel for the current year shall be due and payable by the Member purchasing the same; provided, that in the event the Developer sells a portion of the Property subjected to this Declaration to another entity for development or investment, the assessment payable with respect to Parcels in such property shall be due and payable upon sale by such entity to a Member purchasing the same. Developer shall be due and payable upon sale by such entity to a Member purchasing the same. Developer shall pay to the Association in lieu of assessments on unimproved or vacant improved Parcels, a sum which is the difference between assessments payable by all Members other than Developer and the sum necessary to provide any of the Common Services and maintain the Common Areas, as determined by the Developer.

**Section 3.7 Date of Commencement of Annual Assessments.** Within sixty (60) days of the filing of this Declaration in the public records of Walton County, Florida, the Board of Directors shall determine the annual assessment for the current year, levy the annual assessment against each Member responsible for the payment of the same and as soon as practicable notify the Members of the amount and the date on which the assessment shall be payable. Thereafter, the Association shall establish the annual assessments, the date on which the same shall be paid, including whether payable in advance, monthly, semi-annually or in such other installments as it deem appropriate. Where the Members' Property consists of condominium units, the Association may, at its option, collect the assessment payable by each of the Members in the respective condominium from the condominium association responsible for maintenance and management of such condominium instead of collecting the same from each of the individual Members. The Association shall, without charge, on written request of any Member or the mortgagee of any Member, furnish a certificate signed by an officer or duly authorized agent setting forth the assessments currently levied against a Member and the Member's Residential Parcel and whether the same has been paid.

**Section 3.8 Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action to foreclose the lien granted hereunder against the Member's Property or may, at its option, take any other action authorized by law. No Member may waive or otherwise escape liability for the assessments by non-use of the Common Services or Common Areas to which assessments are applied or by

abandonment of the Member's Property owned by him or it.

Section 3.9 Subordination of Lien to Mortgages. The lien of any assessment or charge authorized herein with respect to Members' Property shall be subordinate to the lien of any first institutional mortgage on such Members' Property if, and only if, all Association's assessments and charges levied against such Members' Property, falling due on or prior to the date such mortgage is recorded have been paid. The sale or transfer of any Members' Property pursuant to a mortgage foreclosure proceeding or a proceeding in lieu of foreclosure shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure subject to the Association's right to proceeds of such sale in excess of the sums due the first mortgagee.

#### ARTICLE IV MEMBERS' RIGHTS

Section 4.1 Members' Easement of Enjoyment and Residents' Privilege to Use. Every Member and each Resident shall have a non-exclusive right and easement in common with others of enjoyment in and to the Common Areas. Such easement shall be appurtenant to and shall pass with the Members' Property owned by such Member. All Members shall have a non-transferable privilege to use and enjoy the Common Areas and Common Services for as long as they are Members.

Section 4.2 Reservation of Rights in Association and Developer. All the rights, easements and privileges granted in Section 4.1 and 4.2 are subject to:

4.2.1 The right to the Association to adopt and promulgate reasonable rules and regulations pertaining to the use of the Common Areas and relating to the preservation of the property of the Association or the safety and convenience of the users thereof, and promoting the best interests of the Association and Members;

4.2.2 The right of the Association to adopt and promulgate reasonable rules and regulations pertaining to the use of the Common Areas by a Member for any period during which an assessment against his Members' Property remains unpaid, and for a period not to exceed sixty (60) days for the infraction of any of its published rules and regulations;

4.2.3 The right of the Developer, or its successor in title, at any time to convey or encumber all or any part of Common Areas owned by Developer;

4.2.4 The right of the Developer, or its successor in title, to grant easements and rights-of-way as it shall deem necessary, convenient, or appropriate (i) for the proper servicing and maintenance of the Common Areas of Members' Property, and (ii) for the development and improvement of any portion of the Property; and

4.2.5 The easements and restrictions described in Section 4.3.

Section 4.3 Restrictions and Easements. It is intended that the Developer will create easements and rights-of-way over and/or affecting the property to be conveyed to Association prior to or as a part of conveyances to the Association. Such easements may include, but are not limited to, easements relating to utilities, sewers, construction, paths and roads. Property conveyed to Association by Developer shall be conveyed subject to all restrictions, easements, rights-of-way, encumbrances, liens and agreements of record.

In addition, Developer hereby expressly reserves the right to grant easements relating to utilities, sewers, and construction, and rights-of-way over, under and through the Property so long as Developer shall own any portion of the Property. The easements granted by Developer shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Areas or Members' Property.

**ARTICLE V**  
**MEMBERSHIP AND VOTING RIGHTS**

Section 5.1 Each owner of Members' Property shall, by virtue of such ownership, be a Member of the Association. Membership shall be appurtenant to, and may not be separated from the ownership of any property which is Members' Property except that the Developer shall also be a Member.

Section 5.2 Classes of Membership.

- (a) Class A Members shall be all persons owning Members' Property.
- (b) Class B Member shall be the Developer.

The Class B membership shall terminate when (a) the Class B Member so designates in a writing delivered to the Corporation, or (b) on January 1, 1986, whichever shall first occur.

Section 5.3 Voting Rights. When entitled to vote, each Member shall have one vote for each Residential Parcel owned by such Member.

Section 5.4 Class B to Have Sole Voting Privileges. Until such time as the Class B membership terminates, the Class B Member shall be vested with the sole voting rights in the Corporation, and the Class A membership shall have no voting rights except on such matters as to which the Declaration, the Articles of Incorporation, or the By-Laws of the corporation specifically require a vote of each and every class of membership

**ARTICLE VI**  
**THE ADDITION OF COMMON AREAS AND COMMON SERVICES**

Section 6.1 Additions to Common Areas and Common Services. Developer, or its successors and assigns, may from time to time during the period set forth in Section 5.2, designate additional property as Common Areas or additional services as Common Services in the same manner in which the initial Common Areas and Common Services are designated as set forth in Section 8.10 hereof.

Section 6.2 Permissible Conditions or Restrictions on Additional Common Areas. Property designated as additional Common Areas may be improved or unimproved land and may be subject to permanent or periodic flooding or may be land under water. Such additional Common Areas may be subject to easements, restrictions and agreements of record.

Section 6.3 Conveyance of Common Areas to Association. Initially the Developer shall be the owner of the Common Areas. When the Developer elects, or at the time the Class B membership terminates, whichever shall first occur, Developer shall convey ownership of such Common Areas to the Association. This provision is for the benefit of the Association and may be specifically enforced by it.

**ARTICLE VII**  
**THE SUBMISSION OF ADDITIONAL MEMBERS' PROPERTY**

Section 7.1 Submission of Additional Members' Property. Additional portions of the Property may be subjected to the provisions of this Declaration by an instrument executed by the Developer or other person specifically granted the right by Developer to submit property to this Declaration, in the manner required for the execution of deeds and upon the recording of such instrument in the records of the county in which such property is located; such additional property shall be Members' Property and the owner or owners of such Members' Property shall thereupon be Members.

Section 7.2 All Members's Property Bears the Burdens and Enjoys the Benefits of this Declaration. Every person who is an owner of a fee interest in any portion of the Members' Property does by reason of taking such title agree to all of the terms and provisions of this Declaration. All Members' Property is subject to the burdens and shall enjoy the benefits made applicable hereunder to Members' Property.

**ARTICLE VIII**  
**GENERAL PROVISIONS**

Section 8.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land submitted or subject to this Declaration and shall be and remain in effect and shall inure to the benefit of and be enforceable by the Developer, the Association of the Members their respective legal representatives, heirs, successors and assigns, and shall be changed, modified, amended, altered or terminated only by a duly recorded written instrument executed in accordance with Section 8.4.

Section 8.2 Notices. Any notice required to be sent to any person pursuant to any provision of this Declaration will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished in writing to the Secretary of the Association. The effective date of the notice shall be the date of mailing.

Section 8.3 Severability. Whenever possible each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect the validity of the remainder of this Declaration, and to this end the provisions of the Declaration are declared to be severable.

Section 8.4 Amendment. This Declaration may be amended (i) during the time there are two classes of Members, by the affirmative vote of at least two-thirds (2/3's) of the total vote of the Class B membership or (ii) after Class B membership has terminated, by the affirmative vote of at least two-thirds (2/3's) of the Members; provided, Sections 3.4 and 3.5 shall not be amended without the consent of two-thirds (2/3's) of both the Class and Class B Members. Amendments shall not become effective until recorded in the same manner as this Declaration, and shall contain a statement signed by the President or Vice President of the Association and by its Secretary or Assistant Secretary that the amendment was duly authorized as provided therein.

Section 8.5 Disputes and Construction of Terms. In the event any dispute arises under this Declaration or if any provision of this Declaration requires construction, the issue shall be submitted to the Board of Directors of the Association. The Board of Directors shall give all persons having an interest in the issue, in the opinion of the Board, an opportunity to be heard and the Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties so requesting. All decisions by the Board shall be final.

Section 8.6 No Dedication to Public. Nothing herein contained shall be construed as dedicating or vesting any right to use any portion of the Property in the general public or as dedicating any of the Property to public use.

Section 8.7 Architectural Control. No exterior addition to or modification of any structure subject to this Declaration, or alteration of any nature shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, and materials of the same have been submitted to and approved by the Association, in writing, as being harmonious with the external design of surrounding structures and the natural surroundings.

Section 8.8 Right to Alter Roadways and Paths. The Developer reserves the sole and absolute right at any time to redesignate, relocate or close any part of the roadways and paths on the Property without the consent or joinder of any party so long as no Member is denied reasonable access to a public roadway by such redesignation, relocation or closure. In the event a road or pathway is redesignated, relocated or closed, the easement granted to each Member over the road or path as it previously existed shall terminate.

Section 8.9 Assignment of Developers Rights. Developer reserves the right to assign all or any portion of its rights and privileges under this Declaration pro tanto, to any other person or entity, who acquires all or any portion of Seascape.

Section 8.10 Initial Common Areas. The Developer hereby designates the property described in Exhibit 1 to this Declaration as the initial Common Areas.

IN WITNESS WHEREOF, Great American Properties -- Florida, Inc., a Georgia corporation, has caused these covenants to be properly executed by their respective duly authorized officers, and recorded in the public records of Walton County, Florida.

Signed, sealed and Delivered  
in the presence of:

GREAT AMERICAN PROPERTIES -- FLORIDA, INC.

By: \_\_\_\_\_

Attest: \_\_\_\_\_

(Corporate Seal)

STATE OF GEORGIA  
COUNTY OF FULTON

I HEREBY CERTIFY that on this 3rd day of June, 1976, before me personally appeared W. KIRK SMITH and RONALD D. JAEGER, as PRESIDENT and SECRETARY, respectively, of GREAT AMERICAN PROPERTIES -- FLORIDA, INC., a Georgia corporation, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; that they affixed thereto the official seal of said corporation and said instrument is in the act and deed of said corporation.

WITNESS my official hand and seal in the State and County aforesaid, the day and year above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: Dec. 21, 1976

AMENDMENT TO SEASCAPE  
DECLARATION OF COVENANTS RE: ASSESSMENTS

Keith Bricklemeyer and Paul H. K. ... President and Secretary of The  
Seascape Homeowners Association, Inc., hereby certify that the following amend-  
ments to the Declaration of Covenants Re: Assessments recorded in Official Records  
Book 101, page 629 of the public records of Walton County, Florida, were duly  
approved by two-thirds of the Class A members and the Class B members in June,  
1976, and July, 1976, respectively, in order that the ratio of assessments between  
each unit type be the same as set forth in the condominium documents and the printed  
homeowners' documents and that a scrivener's error in Section 3.4 be corrected.

Resolved, that Section 3.6.1 and 3.4 be deleted and the following substituted  
therefor:

"Section 3.6 Determination of Assessments; Manner of Calculation.

3.6.1 Residential Parcels. Each type Residential  
Parcel shall be subject to an equal assessment as for other Resi-  
dential Parcels of such type, whether annual or special. The  
ratio of assessments between One, Two and Three Bedroom Resi-  
dential Parcels shall be: One Bedroom - 1; Two Bedroom - 1.25;  
and Three Bedroom - 1.5. The annual assessment payable by  
each Member owning a Residential Parcel shall be the total an-  
nual assessment as determined by the Association and fixed for  
each Residential Parcel type in accordance with the foregoing ra-  
tios and shall not thereafter be increased or decreased during  
any fiscal year because of the addition of new Members, the ad-  
dition of additional Members' Property, or by the addition of  
Common Areas. When additional property is subjected to this  
Declaration, the assessments payable in respect to each Resi-  
dential Parcel for that fiscal year shall be levied against and shall  
be payable by the Members owning such Residential Parcels, pro  
rata, using the annual assessment (and any special assessment)  
payable during such fiscal year as a basis.

Section 3.4 Amounts of Annual Assessments Until 1978. Prior to  
January 1, 1978, unless an increase is authorized by two-thirds  
(2/3's) or more of the Members of each and every class of member-  
ship on a class basis, the annual assessment payable by Members  
shall not exceed the following: Type 1 (One Bedroom) - \$240.96;  
Type 2 (Two Bedroom) - \$297.60; Type 3 (Three Bedroom) - \$361.56;  
and others as determined by Developer. Provided, however, if at the  
commencement of each calendar year the Consumer Price Index for  
"All Items" (United States City Average) as compiled by the Bureau  
of Labor Statistics, U. S. Department of Labor, should be higher  
than the latest compiled index as of the date of commencement of the  
previous fiscal year, the maximum annual assessment payable by  
Members may, upon vote of the Board of Directors of the Association,

THIS INSTRUMENT WAS PREPARED BY:  
LYNDA R. AYCOCK, OF ULMER, MURCHISON, ASHBY & DALL  
POST OFFICE BOX 478, JACKSONVILLE, FLORIDA 32201

RETURN TO: LYNDA R. AYCOCK  
ULMER, MURCHISON, ASHBY & DALL  
P. O. BOX 478, JACKSONVILLE, FLA. 32201



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be increased by a percentage equal to the increase in the above-said Consumer Price Index. Such increase may be made cumulatively if not made in the year of increase."

Further, the said president and secretary of The Seascape Homeowners Association, Inc. hereby certify that the following amendments were approved by all the Class B Members pursuant to Section 8.4 of said Declaration of Covenants  
 Re: Assessments at a meeting held on June 24, 1977.

Resolved, that the following sections be amended as hereinafter set forth:

1. Section 2.7 is amended to provide:

"Section 2.7 Member: A Member is any person who is a record owner of any portion of Members' Property. The Developer is also a Member as provided in Article 5 of these covenants."

2. Section 2.9 is amended to provide:

"Section 2.9 Common Services and Common Areas: These portions of the property conveyed to the Association or designated for its use shall be Common Areas. Those services performed by the Association or its designee shall be Common Services. Any designation shall be by written instrument recorded in the public records of Walton County, Florida."

3. Section 4.1 is amended to provide:

"Section 4.1 Members and Residents Privilege to Use: Each Member and Resident shall have a non-exclusive right and privilege in common with others to use the Common Areas, which right and privilege shall at all times be subject and subordinate to the rights of the Association set forth in Section 4.2 hereof. Such privilege shall be appurtenant to and pass with the Residential Parcel owned by any Member and shall constitute a non-transferable, defeasible privilege to use and enjoy the Common Areas for as long as they are Members and so long as the Association has not sold, leased, or otherwise disposed of the Common Areas in question."

4. Section 4.2 is amended to add a new subsection 4.2.6:

"4.2.6 All rights of the Association set forth in its Articles of Incorporation including, but not limited to the right to own, operate, lease, sell or otherwise deal with its property, including the Common Areas, whether real or personal, and to charge reasonable fees and charges for the use of the same."

5. Section 8.10 is deleted.

Witness

THE SEASCAPE HOMEOWNERS  
ASSOCIATION, INC.

*Thos. J. Hubig*

By: *Keith W. Brickley*  
Its President

Attest: *Ronald K. Carr*  
Its Secretary

(Seal)  
1976

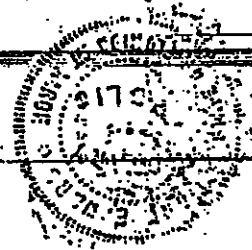
STATE OF FLORIDA  
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Keith W. Brickley and Ronald K. Carr to me know to be the President and Secretary of the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same as such officers of such corporation freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 15<sup>th</sup> day of August, 1977.

*May E. Ward*

My Commission Expires May 26, 1978



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AMENDMENT TO:

SEASCAPE DECLARATION OF COVENANTS RE: ASSESSMENTS

WHEREAS, the property described in Exhibit A to this Amendment is the Seascape Resort Project [Seascape], portions of which have been dedicated to and subject to the Declaration of Covenants Re: Assessments, recorded by Great American Properties of Florida, Inc. at Public Records Book 101, Pages 629 through 649; and

WHEREAS, Seascape, less parcels subsequently declared as Condominium parcels and sold to purchasers, is presently owned by Seascape Resorts, Inc., a Delaware corporation, who is the developer and successor in interest to Great American Properties of Florida, Inc.; and

WHEREAS, the Declaration contains Section 8.4 regarding the procedure for amendments by the Class 8 membership, which is the developer and

WHEREAS, the developer considers it to be in the best interest of the homeowners' association that certain amendments be made to those classes having to do with termination of Class 8 membership,

NOW, CONSIDERING ALL OF THE FOREGOING, IT IS RESOLVED:

1. That Section 5.2(b) of the Seascape Declaration of Covenants Re: Assessments is hereby amended to provide that Class 8 membership shall terminate on December 31, 2001, or when ninety percent (90%) of the undeveloped Seascape property has been developed, whichever last occurs. For the purpose of this Amendment, the developer has approximately 100 acres of undeveloped property within Seascape. Any property added to Seascape by the developer on the Development of Regional Impact Plan [DRI], or added to the comprehensive development plans of the Seascape project by the developer and under the developer's ownership and control will be considered additional acreage to be developed. Developer may also add property to be developed by relocating, diminishing, or abolishing any present improvement on land held by the developer, including golf courses, tennis facilities, buildings, and other developer-owned improvements, and thereby restore acreage to be developed from acreage presently developed.

2. Section 8.4 of the Seascape Declaration of Covenants Re: Assessments is amended by restating the present section as Paragraph (a) and by adding Paragraph (b). The section, as amended, provides:

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"a. This Declaration may be amended (i) during the time there are two classes of Members, by the affirmative vote of at least two-thirds (2/3's) of the total vote of the Class B membership or (ii) after Class B has terminated, by the affirmative vote of at least two-thirds (2/3's) of the Members; provided, Sections 3.4 and 3.5 shall not be amended without the consent of two-thirds (2/3's) of both the Class A and Class B Members. Amendments shall not become effective until recorded in the same manner as this Declaration, and shall contain a statement signed by the President or Vice President of the Association and by its Secretary or Assistant Secretary that the amendment was duly authorized as provided therein.

b. The date of termination of Class B membership as established by Amendment to the Seascape Declaration of Covenants Re: Assessments dated December 30, 1985 may not be amended without the affirmative vote of a majority of both Class A and Class B membership."

The foregoing amendments have been unanimously approved by SRI, the developer and sole Class B member under the Seascape Declaration of Covenants Re: Assessments and are hereby submitted for recording as amendments to the Seascape Declaration of Covenants Re: Assessments as provided in that document.

SEASCAPE RESORTS, INC.

BY:

  
 MARK E. OSBORN, President

ATTEST:

  
 Secretary, Seascape Resorts, Inc.

STATE OF ALABAMA

COUNTY OF JEFFERSON

I HEREBY CERTIFY that on this 30th day of December, 1985, before me personally appeared Mark E. Osborn, President of Seascape Resorts, Inc., and ~~William A. Osborn~~, Secretary of Seascape Resorts, Inc., to me known to be the persons described in and who executed the foregoing instrument, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; that they affixed thereto the official seal of said corporation and said instrument is the act and deed of said corporation.

WITNESS my official hand and seal in the State and County of Jefferson the day and year above written.

  
 NOTARY PUBLIC  
 My Commission Expires:

Notary Public State of Florida  
 My Commission Expires 06/02/1987



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STATE OF FLORIDA  
COUNTY OF WALTON

The undersigned C. Wayne Neugent is the President of the Seascape Homeowners' Association. The foregoing Amendment was duly authorized by the developer, Seascape Resorts, Inc., at a meeting attended by myself and by the Secretary of the Homeowners' Association. The amendment is properly authorized as provided in the Declaration and is herewith submitted as an amendment to the original document.

SEASCAPE HOMEOWNERS' ASSOCIATION

C. Wayne Neugent  
C. WAYNE NEUGENT, President

ATTEST:

David H. Hicke  
Secretary, Seascape Homeowners' Association

STATE OF FLORIDA  
COUNTY OF WALTON

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in aforesaid county and state to take acknowledgements personally appeared C. Wayne Neugent, as President and David Hicke as Secretary of Seascape Homeowners' Association, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this 30th day of December, 1985.

D. L. P. H.  
Notary Public

My Commission Expires:

Notary Public State of Florida  
My Commission Expires 06/1/87



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CERTIFICATE OF AMENDMENT OF THE SEASCAPE  
DECLARATION OF COVENANTS, RE: ASSESSMENTS

WHEREAS, the Seascape Declaration of Covenants is dated June 3, 1976, and recorded June 17, 1976, in Official Records Book 101, beginning at Page 629 of the Public Records of Walton County, Florida, herein called "Declaration," and

WHEREAS, the Seascape Homeowner's Association, Inc., herein called "the Association," is the non profit corporation organized and existing under the laws of the State of Florida which is vested with the responsibility for the operation of Seascape, and

WHEREAS, pursuant to Section 16.1 of Article XVI of Exhibit "E" of the Declaration, (Exhibit "E" being the Bylaws of the Association), the Bylaws may, until the time at which Class B membership terminates and Class A membership is entitled to full voting privileges, as provided in Article 6.4 of the Bylaws, be amended by a majority vote of the Board of Directors in any respect, and the Board of Directors has voted unanimously to amend the Bylaws as hereafter set forth, and

NOW THEREFORE, the Association hereby certifies that the language of Article VI of the Bylaws which reads as follows:

ARTICLE VI  
BOARD OF DIRECTORS

Section 6.1 Selection; Terms of Office. During the time when the Class B membership is entitled to elect Members of the Board, the Board of Directors shall consist of three (3) Members, who shall be elected at the times and in the manner set forth in Section 6.2 hereof. After the time when the Class B membership is entitled to elect all Members of the Board, the Board of Directors shall consist of nine (9) Members, who shall be elected at the time set forth in Section 6.3 and in the manner set forth in Article VII of these By-Laws.

Section 6.2 Election of Directors by the Class B Member. Until fifty (50) Residential Parcels have been conveyed by Developer to new Members, the Board of Directors shall consist of three (3) Members who shall be the persons named as the initial Board of Directors in Article VIII of the Articles of Incorporation. Said Directors shall be subject to replacement as follows: In the event any named Director ceases to be a Director prior to the time specified above, his replacement shall be appointed by the Class B Member. Any Director or Directors appointed or elected by the Class B Member may be removed or replaced at any time, with or without cause, by the Class B

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cy - Bob ...

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Member.

Section 6.3 Election of Directors By Class A Membership Prior to Termination of Class B Membership. After the sale of fifty (50) Residential Parcels by Developer to new Members, the Board of Directors shall consist of nine (9) Members who shall be appointed or elected in the following manner:

6.3.1 The Class A Members shall be entitled to elect one (1) Member of the Board at a special election to be held for this purpose within sixty (60) days after the conveyance of the fiftieth (50) Residential Parcel. The Class B Member shall be entitled to appoint the remaining Members of the Board. The Directors elected by the Class A Members shall serve for a term of one (1) year, or until the next meeting of the Class A Members to elect new Directors, whichever shall first occur, unless removed by the affirmative vote of two-thirds (2/3's) of the Class A Members. The Directors appointed by the Class B Members shall hold office until one hundred and fifty (150) Residential Parcels have been sold by Developer to new Members, unless sooner removed by a two-thirds (2/3's) vote of the Class B Member.

6.3.2 After the sale of one hundred and fifty (150) Residential Parcels the Class A Members shall be entitled to elect a total of three (3) Members of the Board at a special election to be held for this purpose within sixty (60) days after the conveyance of the one hundred fiftieth (150) Residential Parcel. The Class B Member shall be entitled to appoint the remaining Members of the Board. The Directors elected by the Class A Members shall hold office for a term of one (1) year or until the next meeting of the Class A Members to elect new Directors, whichever shall first occur, unless removed by the affirmative vote of two-thirds (2/3's) of the Class A Members. The Director appointed by the Class B Member shall hold office until the Class B membership terminates unless removed or replaced in the manner described in Section 6.2 hereof.

6.4 Election of Directors after Termination of Class B Membership: After the time at which the Class B membership terminated, as provided in Article V of the Articles of Incorporation, the Board of Directors shall consist of nine (9) Members who shall be elected in the following manner:

6.4.1 The incumbent Board of Directors shall hold office until the election of their successors by the Class A Members at the first regular annual meeting of the Class A Members to be held for this purpose within sixty (60) days after the termination of the Class B membership.

6.4.2 At the first annual meeting of the Class A Members there shall be elected in the manner set forth in Article VII of these Bylaws nine (9) Directors; three (3) such Directors being elected for three (3) years, six (6) such Directors being elected for two (2) years. Upon expiration of the original terms, the vacancies thus created shall thereafter be filled for terms of two (2) years.

6.5 Vacancies. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors, any such appointed Director to hold office until his successor is elected by the Class A Members or the Class B Member, as the case may be, who were entitled to elect the Director, at the next annual meeting of the Members or at any special meeting duly called for that purpose.

is deleted and Article VI of the Bylaws is amended to read as

follows:

ARTICLE VI  
BOARD OF DIRECTORS

Section 6.1 Selection; Terms of Office. The Board of Directors shall consist of seven (7) members and shall be elected or appointed at the time and in the manner set forth in Article VI and VII of these Bylaws.

Section 6.2 Election or Appointment of Directors by the Class B Member. Until termination of Class B Member as provided in Article V of the Articles of Incorporation and Seascope Declaration of Covenants, re: Assessments, the Class B Members shall elect or appoint four (4) of the seven members of the Board of Directors. Any Director or Directors appointed or elected by the Class B member may be removed or replaced at any time, with or without cause by the Class B Member.

Section 6.3 Election of Directors by Class A Members Prior to Termination of Class B Membership. Until the termination of Class B Membership, Class A Members shall have the privilege of electing three (3) of the seven (7) members of the Board of Directors in the following manner:

6.3.1 At the first annual meeting of the Class A Membership following the adoption of the this Bylaw, the Director receiving the highest number of votes at the annual meeting shall serve for a term of three (3) years, the Director receiving the second highest number of votes shall serve for a term of two (2) years, and the Director receiving the third highest number of votes shall serve for a term of one (1) year. After that date, at each annual meeting of the Class A members one (1) Director shall be elected to serve a term of three (3) years.

6.3.2 Vacancies in the Class A Membership Board of Directors. Vacancies in the Class A Membership Board of Directors occurring between the annual meetings of the members shall be filled by the remaining Class A Membership Directors appointing a successor. Any such appointed Director shall hold office until a successor is elected by the Class A Members entitled to elect Directors at the next annual meeting of the Members, or any special meeting duly called for that purpose. The Director elected at the annual meeting shall serve the balance of the term of the Director creating the vacancy.

6.4 Election of Directors After Termination of Class B Membership. After the time at which the Class B Membership has terminated, as provided in Article V of the Articles of Incorporation and Article V of Seascope Declaration of Covenants, Re: Assessments, the Board of Directors shall consist of seven (7) members who shall be elected in the following manner:

6.4.1 The incumbent Board of Directors shall hold office until the election of their successors by the Class A Members at the first annual meeting of the Class A Members to be held for this purpose within 60 days after the termination of the Class B Membership.

6.4.2 At the first annual meeting of the Class A Members there shall be elected in the manner set forth in Article VII of the Bylaws, seven (7) Directors, three (3) such Directors being elected for three (3) years, two (2) such Directors being elected for two (2) years and two (2) such Directors being elected for one (1) year.

6.4.3 At the first annual meeting of the Class A



Members, the three (3) Directors receiving the highest number of votes shall serve for a term of three (3) years, the Directors receiving the fourth and fifth highest number of votes shall serve for a term of two years, and the Directors receiving the sixth and seventh highest number of votes shall serve for a term of one (1) year. After that date, Directors elected at each annual meeting shall serve a term of three (3) years.

6.5 Vacancies in the Board of Directors After Termination of Class B Member. After termination of the Class B Membership, vacancies in the Board of Directors shall be filled by the majority of the remaining Directors appointing a successor Director. Any such appointed Director shall hold office until a successor is elected by the Class A Members at the next annual meeting of the members, or any special meeting duly called for that purpose. The Director elected at the annual meeting shall serve the balance of the term of the Director creating the vacancy.

IN WITNESS WHEREOF, the Association has executed this Certificate of Amendment this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

Signed in the presence of:

SEASCAPE HOMEOWNERS ASSOCIATION, Inc.

*[Handwritten signature]*  
\_\_\_\_\_

By: *[Handwritten signature]*  
\_\_\_\_\_  
President

ATTEST:

*[Handwritten signature]*  
\_\_\_\_\_  
Secretary

STATE OF ALABAMA

COUNTY OF Jefferson

The foregoing was acknowledged before me this 15<sup>th</sup> day of August, 1987, by Mark Osborne, President of Seascope Homeowners Association, Inc., on behalf of the Corporation.

*[Handwritten signature]*  
\_\_\_\_\_  
Notary Public  
My Commission Exp: 7/15/97

FILED AND RECORDED  
DATE 12/23/98 TIME 12:45

DAN BODIFORD  
CO:WALTON

CLERK  
ST:FL

STATE OF FLORIDA

COUNTY OF WALTON

FL 594787 B 1938 P 32  
CO:WALTON ST:FL

CERTIFICATE OF AMENDMENT  
SEASCAPE DECLARATION OF COVENANTS  
RE: ASSESSMENTS

The undersigned, Mark E. Osborn and David E. Fleisher as President and Secretary, respectively, of Seascape Home Owners Association, Inc. (the "Association") do hereby state and certify as follows pursuant to Section 8.4 of the Seascape Declaration of Covenants Re: Assessment as originally recorded in Official Records Book 101 Page 629 in the Public Records of Walton County, Florida, and as amended by the instruments recorded in Official Records Book 102 Page 442, Official Records Book 128 Page 596, Official Records Book 367 Page 761, and Official Records Book 531 Page 137 in said Public Records (collectively, referred to as the "Declaration"):

1. Seascape Resorts, Inc. ("SRI") is the sole Class B member under Section 5.2(b) of the Declaration by virtue of having succeeded to the interest of Great American Properties - Florida, Inc. in accordance with Section 2.3 of the Declaration.
2. Section 8.4 of the Declaration provides that the Declaration may be amended by the affirmative vote of at least two-thirds (2/3) of the Class B membership of the Association.
3. SRI, as the sole Class B Member of the Association, approved by written consent as of December 16, 1998, the following described amendment to the Declaration:

The Declaration shall be amended to clarify the right of the Association and the Developer to release all or any portion of the real property owned by the Developer or the Association (including property designated as Common Areas) from the restrictions easements and

encumbrances under the Declaration by adding the following as Section 4.4 of the Declaration.

~~Section 4.4 Reservation of Developer and Association to Release Property from the Declaration.~~ In furtherance and not in limitation of the rights reserved by the Developer and the Association in Section 4.2.3 and Section 4.2.6 of the Declaration, respectively, the ~~Developer and the Association shall have the right to release from the Declaration any real property or interest therein in which either the Developer or the Association, as the case may be, may now or hereafter have an interest as fee simple owner or otherwise, including, without limitation, property designated as Common Areas and which property or interest is then subject to the Declaration. In the event that either the Association or the Developer desires to release from the Declaration any of its real property or interest therein, the Association or the Developer, in its capacity as the owner of the interest in the property to be so released, shall execute a written instrument and record the same in the Public Records of Walton County, Florida, which instrument may be in the form of a document of conveyance or a separate release agreement and which instrument shall set forth a legal description of the property to be released from the Declaration together with a statement that such property shall be conveyed free and clear of, or shall be released from, as the case may be, the restrictions, easements and encumbrances under the Declaration.~~

The President and Secretary of the Association are hereby authorized, directed and empowered to execute and file in the Public Records of Walton County, Florida, a certificate reflecting the above referenced amendment together with a statement that the same has been approved as required by Section 8.4 of the Declaration, whereupon said amendment shall be effective.

4. The amendment to the Declaration as approved by the Class B Member of the Association and as set forth in Section 3 above shall be effective upon the recordation of this Certificate of Amendment in the Public Records of Walton County, Florida. Except as herein and hereby amended, modified or changed, all terms and provisions of the Declaration as heretofore amended shall continue in full force and effect according to the terms thereof.

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate of  
Amendment to the Seascape Declaration of Covenants Re: Assessments on this 21<sup>st</sup> day of  
December, 1998.

Signed, sealed and delivered  
in our presence:

Donna C. Scott  
Printed Name: Donna C. Scott

Allison S. Hart  
Printed Name: Allison S. Hart

SEASCAPE HOMEOWNERS ASSOCIATION

By: Mark E. Osborn  
Its: President  
Printed Name: Mark E. Osborn

Signed, sealed and delivered  
in our presence:

Donna C. Scott  
Printed Name: Donna C. Scott

Allison S. Hart  
Printed Name: Allison S. Hart

By: David E. Fleisher  
Its: Secretary  
Printed Name: David E. Fleisher

FL 594787 B 1938 P 34  
CO:WALTON ST:FL

STATE OF FLORIDA )  
COUNTY OF WALTON )

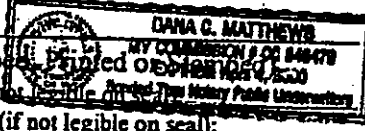
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December 1998, by Mark E. Osborn as President of Seascope Homeowners Association, a Florida corporation, on behalf of said corporation. Such person did not take an oath and:

(notary must check applicable box)

- is/are personally known to me.
- produced a current driver's license as identification.
- produced \_\_\_\_\_ as identification.

(Notary Seal must be affixed)

Signature of Notary



Name of Notary (Typed, Printed or Stamp)  
Commission Number (if not legible on seal):  
My Commission Expires (if not legible on seal):

STATE OF FLORIDA )  
COUNTY OF WALTON )

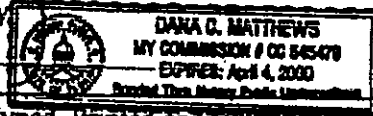
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December 1998, by David E. Fleisher as Secretary of Seascope Homeowners Association, a Florida corporation, on behalf of said corporation. Such person did not take an oath and:

(notary must check applicable box)

- is/are personally known to me.
- produced a current driver's license as identification.
- produced \_\_\_\_\_ as identification.

(Notary Seal must be affixed)

Signature of Notary



Name of Notary (Typed, Printed or Stamp)  
Commission Number (if not legible on seal):  
My Commission Expires (if not legible on seal):

THIS INSTRUMENT PREPARED BY:  
Jack P. Stephenson, Jr., Esq.  
420 North 20th Street  
Suite 3100 South Trust Tower  
Birmingham, AL 35203

ADDITIONS TO THE PROPERTIES  
SUBJECT TO THE  
DECLARATION OF COVENANTS  
RE: ASSESSMENTS

Additions to the properties that are subject to the Declaration can be found in the following public records: (All references are to the public records of Walton County, Florida)

1. Official Records Book 132 at page 419.
2. Official Records Book 146 at page 28.
3. Official Records Book 284 at page 389.
4. Official Records Book 1880 at page 66.