

**\*\* OFFICIAL RECORDS \*\***  
**BK 2143 PG 1239**

24-02

Prepared by/Record and return to:

Davage J. Runnels, III  
Hall & Runnels, P.A.  
36468 Emerald Coast Parkway, Suite 2201  
Destin, Florida 32541

Cross - Reference to Declaration recorded in Official Records Book 1869 at Page 1878, amended at Page 2128 at Page 1074, both of the Public Records of Okaloosa County, Florida.

This Space Provided for Recording Information

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR KELLY PLANTATION**  
(Carriage Place)

THIS SUPPLEMENTAL DECLARATION is made this 9<sup>th</sup> day of April, 1998, by Kelly Plantation Partners, a Florida general partnership (hereinafter, with its successors and assigns, referred to as "Declarant").

**WITNESSETH:**

WHEREAS, on October 10, 1994, Declarant filed that certain Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation (the "Declaration"), which was recorded in Official Records Book 1869 at Page 1878, et seq., of the Public Records of Okaloosa County; and

WHEREAS, on February 13, 1998, Declarant amended the Declaration by filing that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Book 2128 at Page 1080, of the Public Records of Okaloosa County, Florida (the "First Amendment"); and

WHEREAS, Article VII, Section 7.1 of the Declaration, the Declarant may subject the real property described on Exhibit "B" thereto to the provisions of the Declaration; and

WHEREAS, Article VII, Section 7.4 of the Declaration contemplates that any additional covenants and easements applicable to specific portions of the Properties would be set forth in a Supplemental Declaration applicable to such portions of the Properties, rather than in an amendment to the Declaration applicable to all of the Properties; and

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" attached hereto (the "Carriage Place Property"), which real property is part of the real property described on Exhibit "B" to the Declaration; and

WHEREAS, Declarant desires to submit the Carriage Place Property to the provisions of the Declaration, as amended by the First Amendment; and

WHEREAS, Declarant desires to submit the Carriage Place Property to certain easements and covenants in addition to those contained in the Declaration and the First Amendment;

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NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" attached hereto to the provisions of the Declaration, as amended, and to the provisions of this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, as amended, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon the Kelly Plantation Owners' Association, Inc. (the "Association") in accordance with the terms of the Declaration.

**ARTICLE I**  
**Definitions**

The definitions set forth in Article I of the Declaration and the First Amendment are incorporated herein by reference.

**ARTICLE II**  
**Neighborhood Designations**

Pursuant to Section 3.4(a) of the First Amendment, the real property described on Exhibit "A" attached hereto shall be assigned to the Neighborhood hereby designated as the Carriage Place Neighborhood.

**ARTICLE III**  
**Maintenance, Insurance and Easements on Fairway Villas**

3.1 Maintenance Responsibilities. Pursuant to the authority granted in Section 7.4 of the Declaration, the Association shall be responsible for performing, or causing to be performed, on behalf of the Owners of the Units located in the Carriage Place Neighborhood the following:

(a) maintenance, which shall include, without limitation, mowing, fertilizing, watering, pruning, and replacing of, and controlling disease and insects on, as needed, of all lawns and landscaping installed as part of the initial construction, or the initial landscaping on the Units located within the Carriage Place Neighborhood. Landscaping within any enclosed courtyard, patio, private fenced area or other area not readily accessible from outside the dwelling will not be maintained as a part of this responsibility; and

All maintenance on these areas shall be performed in a manner and on a schedule consistent with the Community-Wide Standard.

3.2 Costs. Notwithstanding any contrary provision of the Declaration, all maintenance costs incurred by the Association hereunder, including the cost of water and electricity used in connection with the Association's irrigation of landscaping hereunder, shall be allocated among the Units within the Carriage Place Neighborhood as a Neighborhood Assessment pursuant to Section 8.4 of the First Amendment.

3.3 Maintenance Easement. The Association shall have a perpetual, non-exclusive easement over the Carriage Place Property for the purpose of performing its maintenance responsibilities established in this Article and under the Declaration, which easement may be exercised by the Association, its officers, directors, employees, agents and contractors. Entry upon any Unit located within the Carriage Place Neighborhood for such purpose shall not be deemed a trespass. Nothing contained in this Section 3.3 shall be construed as granting any rights to enter the interior portions of structures located within the Carriage Place Neighborhood for lawn maintenance purposes.

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**ARTICLE IV**  
**Amendments**

4.1 By Declarant. Until termination of the Class "B" membership in the Association, Declarant may unilaterally amend this Supplemental Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Supplemental Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units within the Carriage Place Neighborhood; (c) to enable any institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase mortgage loans on Units within the Carriage Place Neighborhood; (d) to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units located within the Carriage Place Neighborhood; or (e) to satisfy the requirements of any governmental agency, provided such amendment does not adversely affect the title to any Unit within the Carriage Place Neighborhood without the Owner's written consent. The Declarant may also unilaterally amend this Supplemental Declaration at any time for the purpose of submitting additional property to the terms hereof or revising the description of property on Exhibit "A" to reflect revisions to recorded plats, or to redesignate Neighborhoods.

4.2 By Owners. Except as provided above and otherwise specifically provided herein, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, or 75% of the Owners of the Units within the Carriage Place Neighborhood, the written consent of the Association acting upon resolution of its Board of Directors, and, so long as Declarant has an option to subject additional property to the Declaration pursuant to Article VII of the First Amendment, the consent of the Declarant.

Notwithstanding the above, no amendment adopted pursuant to this Section shall be effective to withdraw the real property herein from the provisions of the Declaration unless also approved by the Voting Members representing 75% of the total Class "A" votes in the Association and by the Class "B" Member, if such exists. The percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required to be taken under that clause. To be effective, any amendment must be recorded in the Public Records of Okaloosa County.

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority to so consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without its written consent.

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Amended and Restated Declaration this 15<sup>th</sup> day of April, 1998.

KELLY PLANTATION PARTNERS, a Florida general partnership

By: Its General Partners

By: EMERALD COAST 300, INC., a Florida corporation

By: [Signature]  
Davage J. Runnels, Jr.  
Its: President

By: BLOUNT/McNEIL, Inc., a Florida corporation

By: [Signature]  
John McNeil, Jr.  
Its: President

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 1998, by Davage J. Runnels, Jr., as President of Emerald Coast 300, Inc., a Florida corporation, and by John McNeil, Jr., as President of Blount/McNeil, Inc., a Florida corporation, on behalf of such corporations and as general partners of Kelly Plantation Partners, a Florida general partnership. Such persons are personally known to me.

(Affix Seal)

[Signature]  
Notary Public  
My Commission Expires



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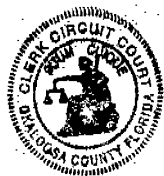


EXHIBIT A

FILE # 1616981 RCD: Apr 17 1998 @ 01:38PM  
 Newman C. Brackin, Clerk, Okaloosa Cnty Fl

**LEGAL DESCRIPTION: Carriage Place at Kelly Plantation**

A parcel of land lying in unsectionalized Township 2 South, Range 22 West, Okaloosa County, Florida, lying north of State Road No. 30 (U.S. 98) and west of the Mid Bay Bridge Road and being more particularly described as follows:

Commencing at a concrete monument marking the Southeast corner of Lot 4, Block 6, Silver Beach Subdivision as recorded in Plat Book 1, page 16½ of the official records of Okaloosa County, Florida; thence run N03°58'04"E along the east line of said Lot 4 for 1177.28 feet to the centerline of State Road No. 30 (U.S. 98); thence run S86°02'07"E along said centerline for 3239.45 feet; thence departing said centerline run N03°57'53"E for 100.00 feet to the northerly right of way of State Road No. 30 (U.S. 98); thence departing said right of way continue N03°57'53"E for 336.24 feet thence run N28°21'58"W for 1,244.69 feet; thence run N61°37'28"E for 450.00 feet; thence run S28°21'58"E for 626.41 feet to a point on a curve being concave to the south and having a radius of 500.00 feet, a central angle of 05°36'26" (chord = 48.91 feet, chord bearing = S83°13'46"E) thence run southeasterly along said curve for an arc distance of 48.93 feet; thence departing said curve run

N28°21'58"W for 321.18 feet; N02°11'41"E for 104.74 feet; thence run S87°47'54"E for 245.76 feet to the POINT OF BEGINNING; thence run N18°15'58"E for 500.31 feet; thence run S73°45'31"E for 902.23 feet; thence run S87°13'15"E for 501.02 feet to the westerly right of way of Kelly Plantation Drive (Kelly Plantation Phase I, Plat Book 15, Pages 27-30, Official Records of Okaloosa County, Florida); thence run S37°00'22"W along said right of way for 209.68 feet to the point of curvature of a curve concave to the east and having a radius of 480.00 feet and a central angle of 36°46'16" (chord = 302.79 feet, chord bearing = S18°37'14"W) thence run southerly along said curve an arc distance of 308.05 feet to a point on a curve concave to the southwest and having a radius of 100.00 feet and a central angle of 88°46'03" (chord = 139.89 feet, chord bearing = N44°08'55"W); thence departing said right of way run northwesterly along said curve an arc distance of 154.93 feet to the point of tangency; thence run N88°31'56"W for 733.98 feet; thence run N73°45'31"W for 488.91 feet to the POINT OF BEGINNING. Said parcel contains 13.61 acres, more or less.