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**\*\* OFFICIAL RECORDS \*\***  
**BK 2228 PG 612**

Prepared by/Record and return to:

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

FILE # 1732784 RCD: Oct 20 1999 @ 01:38PM  
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

Cross - Reference to Declaration recorded in Official Records Book 1869 at Page 1878, amended at Book 2128 at Page 1074, Book 2143, Page 1239, and Book 2186, Page 497 all of the Public Records of Okaloosa County, Florida.

This Space Provided for Recording Information

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR KELLY PLANTATION**  
(Club Commons)

THIS SUPPLEMENTAL DECLARATION is made this 10 day of October, 1999, 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 1074, of the Public Records of Okaloosa County, Florida (the "First Amendment"); and

WHEREAS, on April 17, 1998, Declarant further amended the Declaration by filing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Bok 2143 at Page 1239, et seq., of the Public Records of Okaloosa County, Florida; and

WHEREAS, on October 26, 1998, Declarant further amended the Declaration by filing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Bok 2186 at Page 497, et seq., of the Public Records of Okaloosa County, Florida; 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 "Club Commons Property"), which real property is part of the real property described on Exhibit "B" to the Declaration; and

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**\*\* OFFICIAL RECORDS \*\***  
**BK 2228 PG 613**

WHEREAS, Declarant desires to submit the Club Commons Property to the provisions of the Declaration, as amended; and

WHEREAS, Declarant desires to submit the Club Commons Property to certain easements and covenants in addition to those contained in the Declaration, as amended;

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 Club Commons Neighborhood.

#### **ARTICLE III** **Leasing of Units within Club Commons**

3.1 Minimum Lease Term. The minimum lease term for Units in the Club Commons Neighborhood shall be one (1) year, or such lesser term as the Board shall designate.

3.2 Exception to Minimum Lease Term. For the Declarant and individuals appointed by the Declarant in a written instrument only, the minimum lease term described in Section 3.1 above shall not apply in relation to Lots 7, 29, 30, 31, or 32 Turtle Creek (which lots are located within the Club Commons Neighborhood), for a period of 8 years starting on the date, as to each Lot, that the home constructed on such Lot receives a certificate of occupancy from Okaloosa County, Florida. In any event, the exception described in this paragraph shall terminate 10 years from the date this supplemental declaration is recorded, unless terminated earlier by the Declarant in a written instrument.

#### **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

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**BK 2228 PG 614**

any reputable title insurance company to issue title insurance coverage on the Units within the Club Commons 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 Club Commons Neighborhood; (d) to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units located within the Club Commons 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 Club Commons 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 Club Commons 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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**BK 2228 PG 615**

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amended and Restated Declaration this 10th day of October, 1999.

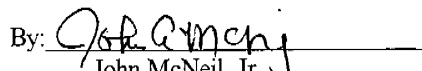
KELLY PLANTATION PARTNERS, a Florida general partnership

By: Its General Partners

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

By:   
Davage J. Runnels, Jr.  
Its: President

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

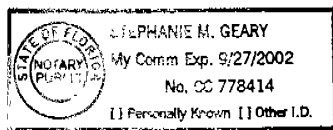
By:   
John McNeil, Jr.  
Its: President

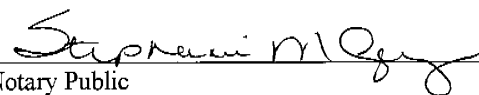
STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 1999, 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)



  
Notary Public  
My Commission Expires:

**\*\* OFFICIAL RECORDS \*\***  
**BK 2228 PG 616**

## LEGAL DESCRIPTION:

### TURTLE CREEK AT KELLY PLANTATION

A parcel of land lying in unsectionalized Township 2 South, Range 22 West, Okaloosa County, Florida, lying east of the headwaters of Indian Bayou, north of U.S. Highway 98 and west of the Mid Bay Bridge Road and being more particularly described as follows:

Commence at the southernmost corner of Lot 1, Block 0, Kelly Plantation Phase I as recorded in Plat Book 15, Pages 27 - 30 of the Official Records of Okaloosa County, Florida; thence run N40°00'00"E for 5.00 feet to a point on a curve concave to the northeast and having a radius of 295.00 feet, and a central angle of 43°57'27" (chord = 220.82 feet, chord bearing = S71°58'43"E) thence run southeasterly along said curve an arc distance of 226.33 feet; thence run N03°57'26"W for 20.00 feet to a point on a curve northeast and having a radius of 275.00 feet and a central angle of 03°56'06" (chord = 18.88 feet, chord bearing = N84°04'30"E) thence run easterly along said curve an arc distance of 18.89 feet to the point of tangency; thence run N82°06'30"E for 139.69 feet to a point on a curve concave to the southwest and having a radius of 90.00 feet and a central angle of 158°31'29" (chord = 176.85 feet, chord bearing = S74°52'50"E) thence run southeasterly along said curve an arc distance of 249.01 feet to the point of reverse curvature of a curve concave to the northeast and having a radius of 100.00 feet and a central angle of 68°22'54" (chord = 112.39 feet, chord bearing = S29°48'33"E) thence run southeasterly along said curve an arc distance of 119.35 feet to the point of tangency; thence run S84°00'00"E for 13.36 feet to the point of curvature of a curve concave to the southwest and having a radius of 530.00 feet and a central angle of 12°44'45" (chord = 117.66 feet, chord bearing = S57°39'42"E) thence run southeasterly along said curve an arc distance of 117.90 feet to the point of reverse curvature of a curve concave to the northeast and having a radius of 35.00 feet and a central angle of 81°51'31" (chord = 45.86 feet, chord bearing = N87°46'54"E) thence run southeasterly along said curve an arc distance of 50.00 feet to the point of tangency; thence run N46°51'09"E for 32.54 feet to the point of curvature of a curve concave to the northwest and having a radius of 170.00 feet and a central angle of 19°22'24" (chord = 57.21 feet, chord bearing = N37°09'57"E) thence run northeasterly along said curve an arc distance of 57.48 feet to the point of reverse curvature of a curve concave to the southeast and having a radius of 330.00 feet and a central angle of 30°38'22" (chord = 174.37 feet, chord bearing = N42°47'56"E) thence run northeasterly along said curve an arc distance of 176.47 feet to the POINT OF BEGINNING; thence run N34°22'25"W for 169.39 feet; thence run N49°34'09"W for 193.66 feet; thence run N73°52'36"W for 105.19 feet; thence run N11°40'32"W for 183.66 feet; thence run N46°14'20"E for 430.72 feet; thence run N01°04'42"E for 153.69 feet; thence run N02°53'41"E for 154.55 feet; thence run N37°04'00"E for 90 feet, more or less, to the approximate mean high water line of Jones Bayou, said point being Point "A"; thence return to the POINT OF BEGINNING; said point being on a curve concave to the southeast and having a radius of 330.00 feet and a central angle of 11°30'02" (chord = 66.13 feet, chord bearing = N63°52'08"E) thence run northeasterly along said curve an arc distance of 66.24 feet to the point of tangency; thence run N69°37'09"E for 66.01 feet to the point of curvature of a curve concave to the northwest and having a radius of 535.00 feet and a central angle of 55°23'56" (chord = 497.37 feet, chord bearing = N41°55'11"E) thence run northeasterly along said curve an arc distance of 517.29 feet to the point of reverse curvature of a curve concave to the southeast and having a radius of 1355.49 feet and a central angle of 10°53'22" (chord = 257.23 feet, chord bearing = N19°39'54"E) thence run northeasterly along said curve an arc distance of 257.62 feet to the point of reverse curvature of a curve concave to the northwest and having a radius of 587.37 feet and a central angle of 04°32'07" (chord = 46.48 feet, chord bearing = N22°50'31"E) thence run northeasterly along said curve an arc distance of 46.49 feet; thence departing said curve run N64°36'45"W for 389.90 feet; thence run N26°47'19"E for 216 feet more or less to the aforementioned approximate mean high water line of Jones Bayou, said point being Point "B"; thence run northwesterly along said approximate mean high water line for 345 feet, more or less, to the aforementioned Point "A" and the terminus of this description. Parcel contains 13.55 acres, more or less.

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Legibility of some entries on this page not suitable for Microfilm/Imaging records.