

STATE OF FLORIDA
COUNTY OF WALTON

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS
FOR
FOREST PARK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that Indian Creek of Destin, Inc., whose address is Post Office Box 6773, Destin, Florida 32550, (hereinafter referred to as Declarant) as owner of certain lands in Walton County, Florida, being developed for residential purposes, said lands being as hereinafter described, hereby declares and files herewith, the following covenants and restrictions running with the land subjected hereto and conditions of use and occupancy thereof, which covenants, restrictions and conditions are filed pursuant to a general plan of development making the covenants, restrictions and conditions applicable with uniformity to the land subjected hereto.

WHEREAS, the purpose of these covenants, conditions, easements and restrictions, which shall apply only to the property hereinafter described, is to enable and aid the establishment and maintenance of an exclusive residential community of the highest quality for the maximum benefit and enjoyment of the owners of property therein and their guests; said residential community to be named FOREST PARK SUBDIVISION; and

WHEREAS, Declarant desires to insure the attractiveness of the various common property, structures and facilities within FOREST PARK SUBDIVISION and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of common property, structures and facilities; and

WHEREAS, to such end, Declarant desires to subject the real property hereinafter described to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, all of which are for the benefit of said real property and each owner thereof, and

WHEREAS, Declarant has deemed it desirable to provide for the preservation, protection and enhancement of the values and common property in FOREST PARK SUBDIVISION and to protect the owners' enjoyment of the specific rights, privileges and easements hereinafter set forth by creating an organization to be assigned the powers and responsibilities of administering and enforcing the covenants, conditions, restrictions, easements, charges and liens and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant hereby undertakes to incorporate such organization under the laws of the State of Florida, as a non-profit corporation to be named FOREST PARK HOMEOWNERS' ASSOCIATION, INC., for the aforesaid purposes.

NOW, THEREFORE, Declarant hereby declares that the real property known as Lots 1 – 33, Forest Park Subdivision, according to the survey of same dated March 14, 2006 (See Exhibit “A”) also known as Lot 55 Santa Rosa Plantation, Section 19, Township 2 South, Range 19 West, Walton County, Florida, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (all of which may sometimes be herein called covenants and restrictions) hereinafter set forth, which covenants and restrictions are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and which shall be binding on all parties having any right, title or interest in any of the properties subject to this Declaration or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

1. "Association" shall mean and refer to Forest Park Homeowners' Association, Inc., its successors and assigns. A copy of the Articles of Incorporation and By-Laws for Forest Park Homeowners' Association, Inc. are attached hereto as Exhibits “B” and “C” respectively.

2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the association.

3. "Common Property" shall mean all real property either owned or maintained by the Association for the common use and enjoyment of the owners in Forest Park Subdivision, which shall include those areas deeded to the Association and designated on the plat as Common Property and the stormwater drainage system and stormwater retention areas and any lighting or utility systems, which are maintained by the Association. Part of the Common Property may be included in areas previously dedicated to the Association as easements or right-of-ways.

4. "Lot" shall mean and refer to any numbered lot shown upon the unrecorded subdivision map as shown on the survey dated March 14, 2006 of the property, with the exception of the common area.

5. "Dwelling Structure" shall mean ownership of the dwelling constructed on a lot, together with a fee simple interest in the lots upon which the dwelling stands.

6. "Common Expense" shall mean all expenses incurred by the association and charged to the owners of all lots on common basis, including but not limited to supplies, materials, parts, services, utilities, maintenance, repairs, replacements, landscaping, insurance and ad valorem taxes on common property and other expenses of the association incurred on behalf of all members (and distinguished from individual mortgage payments, real estate taxes, and

individual telephone, electricity and other individual or separate basis rather than on a common basis).

7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties.

8. "Declarant" means Indian Creek of Destin, Inc., its successors and assigns. Declarant also may be an Owner. The various rights of Declarant under this Declaration may be separated and assigned to different parties and, if so assigned, each assignee will be considered "Declarant" as to the specific rights so assigned. Declarant may collaterally assign their rights as Declarant by mortgage or other instrument, and such assignees may elect to either exercise such rights if such assignees succeed to Declarant's interest in Forest Park Subdivision or any portion thereof.

9. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions applicable to Forest Park Subdivision and all supplements and amendments to this Declaration recorded in the Office of the Clerk of Circuit Court, Walton County, Florida.

10. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

11. "Drainage System" means all drainage rights of way, ponds, water management tracts, drainage facilities, conservation area, and buffer zones, as shown on the Plat and drainage and engineering plans filed with Walton County. The "Drainage System" also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; or (ii) prevent or reduce flooding, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42 of the Florida Administrative Code.

12. "Articles of Incorporation" means the Articles as filed with the Secretary of State to incorporate the Homeowners' Association, a copy of which is attached hereto as Exhibit "B".

13. "Bylaws" means the Bylaws of the Association governing the Homeowners' Association, a copy of which is attached hereto as "C".

ARTICLE II - GENERAL COVENANTS AND RESTRICTIONS

1. All lots above described in the preambles hereto shall be known, described, used and occupied as residential lots. The term "residential" as used herein shall be held and construed to exclude hospitals, nurseries, duplex houses and apartments houses and exclude

any development, operations or drilling for oil, gas, or other minerals, or any refining or quarrying or mining or placing or maintaining on the premises of any tanks, well, shafts, mineral excavations, derricks or structures of any like incident to any such oil, gas or other mineral operations; and any such usage of this property is hereby expressly prohibited. Notwithstanding the provisions of this paragraph, dwelling constructed on the lots to which these covenants, restrictions and reservations are applicable may, with the written permission of the Declarant, be temporarily used as model homes. The use of dwellings for such purpose shall only be for such period of time and only upon such conditions as Declarant may in its sole discretion specify.

2. Only one residence shall be constructed on each subdivision lot; however, this shall not prohibit construction of a residence on a portion of two or more lots.

3. The word "house", or "residence", or "building", or "structure" or "dwelling" as used herein shall include galleries, porches, porte cocheres, projections and every other permanent part of such improvements.

4. Unless the Declarant or its designated representative shall have expressly consented in writing to lesser minimum square footage, no dwelling or residence shall be permitted upon any homesite subject to these covenants, restrictions and reservations which does not have a total square footage, excluding a carport, garage, porch, utility and storage area, of 1800 square feet or greater.

No dwelling or residence having more than two stories shall be constructed on a homesite unless the Declarant or its duly designated representative shall have first consented in writing to the construction of such residence.

5. No out buildings, detached garages or detached servants' houses or other detached buildings shall be constructed on any lot in the subdivision unless the Declarant or its duly designated representative shall have expressly consented to such construction in writing.

6. No building materials or temporary building of any kind or character shall be placed or stored on the property until the owner is ready to commence improvements, and then such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the curb and the property line. Any such temporary building or structure buildings and unused materials shall be removed immediately upon completion of constructed or within one year after such material or temporary building was placed thereon, whichever is sooner.

7. No noxious or offensive trade or activity shall be carried on upon any homesite nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. Except upon having first obtained the written consent of the Declarant or its duly designated representative, no building or residence shall be located on a homesite in the subdivision which would be nearer than 20 feet to the front lot line, 7.5 feet to the side lot line, and 20 feet to the rear lot line.

Declarant reserves the right to modify or grant variance to the above-stated minimum setback requirements at any time and for any reason. All such modifications or granting of variances must be made in writing and executed by the Declarant or its duly designated representative and recorded in the public records of Walton County.

9. No residence, building, swimming pool, or other structure shall be erected, placed or altered on any building lot in the subdivision until the plans, material specifications and plot plan showing the location and design of such buildings or structures have been approved in writing by the Declarant or its designated representative as to conformity and harmony of external design with existing structures in the subdivision and as to location of the buildings or other structures with respect to topography and finished ground elevation. Neither Declarant nor its designated representative shall receive any compensation for services performed pursuant to these covenants, conditions, easements and restrictions and reservations.

10. Landscaping: It is prohibited to cut down any tree in the front yard with a trunk of 10 inches or more in diameter unless closer than 10' from an owner's foundation. Owners must keep or plant three (3) trees (indigenous to our area) in their front yard and three (3) trees (indigenous to our area) in their back or side yards. Owners will be highly encouraged to keep any natural areas. No magnolia, hickory, oak or long leaf pine trees are to be removed without the consent of the Declarant or his designated representative. A landscaping plan that includes these requirements along with a front yard swale as approved by the Walton County Engineering Department and as depicted on said plan must be submitted to the Declarant or its designated representative for approval at the same time as the house plan is submitted and must have been approved in writing by the Declarant or its designated representative as to conformity and harmony of design with existing structures in the subdivision and as to location of the landscaping with respect to topography and finished ground elevation.

11. No garbage, trash, ashes, refuse, junk or other waste, inoperative vehicles, travel trailers or house trailers shall be stored, kept, thrown or dumped on any lot or street in the subdivision or permitted to remain on any such place. No recreational vehicles of a length greater than 20 feet and no boats of a length greater than 20 feet shall be stored or kept on any lot within the subdivision. Regardless of its size, no boat, boat tower, or boat cabin, or any part of a boat, yacht or any other water craft shall be visible from the street. No boats of any size shall be kept in the front yard of any lot within the subdivision. All garbage shall be kept in sanitary containers.

12. No animals, livestock or Poultry of any kind shall be raised, bred, kept, staked or pastured on any lot, excepting dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for commercial purpose.

13. Fences, walls and hedges are permitted along, but inside the property lines adjoining streets, but not closer to the front or side than the applicable side yard or set back line for the house or residence, other than those installed by the Declarant. No fence, wall or hedge shall be placed on any portion of any homesite at a height more than six (6) feet from the ground. Should any fence, hedge, shrub, tree, flower or other planting be so placed, or afterwards grow so as to encroach upon the adjoining property, such encroachment shall be removed upon the request of the owner of the adjoining property or upon the request of the Declarant. Should any encroachment be upon a right-of-way, street, alley or other easement, it shall be removed promptly upon request of the Declarant or its duly designated representative, and such encroachment shall be wholly at the risk of the owner of the encroaching object. Notwithstanding the foregoing, no fence or wall may be constructed until written approval is obtained from the Declarant or its duly designated representative as to location, design, and material to be used in the construction of said fence or wall. All driveways and walkways must be of concrete or brick pavers. Lots 1-17 are encouraged to use only green coated chain link fence along their south boundary.

14. No signs of any kind shall be displayed to the public view on any residential lot, except one sign of not more than five square feet in said area advertising the property for sale or rent or signs used by the builder to advertise the property during the construction or sale of such property.

15. No children's toys, tricycles, bicycles, or other unsightly material will be permitted to remain or be regularly left on the lot forward of the building setback line. The Declarant retains the right, after reasonable prior notice to the owner, to correct deficiencies in this or any other paragraph and to bill the owner for the cost of the corrections.

16. Declarant or its duly designated representative reserves the right to hereinafter modify, amend or grant variances to any of the foregoing covenants and restrictions which in the Declarant's sole discretion such modification, amendment or variance is deemed proper. Declarant or its duly designated representative may also make other restrictions applicable to each homesite by appropriate provision in the contract for deed or in any deed, without otherwise modifying the general plan herein outlined, and such other restrictions shall inure to the benefit of the owners of homesites in the subdivision and shall bind the grantees and their respective heirs, successors or transferees in the same manner as though they had been expressed herein.

17. Declarant reserves a perpetual easement in Forest Park Subdivision, in, on, over and under all drainage and utility easements as reflected on the plat of Forest Park Subdivision, as recorded in the Public Records of Walton County, Florida, and additionally reserves unto itself a perpetual easement for drainage and utility purposes in, on, over and under a strip of land five feet in width along the side and rear lines and 10' along the front of each lot subject to these covenants, restrictions and reservations with full right of entry by it or its licensees for the purpose of establishing, constructing and maintaining any utility, with the right to maintain

conduits and wires for telephone, electric power and other purposes and to lay, install and maintain facilities for sewage, water, gas, storm drainage and other utilities therein.

18. Violation of any restriction or covenant shall give the Declarant or its duly designated representative the right to enter upon the property, after proper notice, where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed as trespass.

19. These covenants and restrictions are to run with the land, and shall be part of all deed and contracts or conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them until January 1, 2026 at which time said covenants, restrictions and reservations shall be automatically renewed for additional successive periods of ten years, unless by written and recorded agreement of a majority of the record owners on January 1, 2026 and each successive ten-year anniversary date thereafter, the decision shall be made to terminate these covenants and restrictions.

20. If any owner, tenant or occupant of this subdivision shall violate or attempt to violate any of these covenants, restrictions and reservations while in force and effect, it shall be lawful for the Declarant, its duly designated representative or any other person or persons having any ownership interest in any other lot in the subdivision to prosecute any proceeding at law or in equity against any person violating or attempting to violate such covenants, restrictions and reservations and either to prevent them from doing so or to recover damages for such violation. In the event the Declarant or its duly designated representative shall commence any proceeding to enforce these restrictions, then in such event the party against whom such action has been brought or defended shall be responsible to pay the Declarant a reasonable attorney's fee for the bringing or defending of such action.

21. In no event and under no circumstances shall a violation of any covenant or restriction or reservation herein contained work a forfeiture or reverter of title. Invalidation of any of these covenants, restrictions and reservations by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

22. To allow for community development and to discourage speculation which results in empty lots, Grantee has agreed, as part of the consideration for this deed, to substantially complete construction of a primary building on the property, in accordance with the plans and specifications approved by the Declarant or its designated representative within seven (7) years from the date of the initial Deed from the Declarant to a Purchaser/Owner as defined herein. If the building is not satisfactorily completed by the Required Completion Date, then the Declarant shall have the right to repurchase the property at the price specified in the purchase and sale agreement between the Declarant and the Grantee/Owner. Upon successful completion of the primary building in compliance with this Agreement, the Declarant shall provide the Grantee/Owner a release in recordable form. The build out period specified in here is specifically binding upon any party purchasing from the Declarant and/or subsequent owners of the property. Unless Declarant files public notice of its intent to exercise its option, this

repurchase option automatically expires upon the sooner of (a) recording of Grantor's release in the public records of Walton County, or (b) four years after the Required Completion Date.

ARTICLE III - HOMEOWNERS' ASSOCIATION

1. Each owner of a lot to which these covenants, restrictions and reservations are applicable shall be required to participate as a member of Forest Park Homeowners' Association, Inc., a Florida corporation not for profit, which corporation has been organized by the Declarant to provide a means by which the owners of lots within the present subdivision and subsequent additions to it may collectively share the expense of maintenance of the common property and additional lighting and security services at a later date if deemed needed.

2. Declarant hereby covenants that each owner of a lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association an annual assessment. Such assessments shall be established and collected as hereinafter provided.

3. The assessments, charges and liens created under this Article shall not apply to the Common property or any Lot owned by the Declarant. In addition, all real property, if any, dedicated to and accepted by a local public authority or governmental institution or entity shall likewise be exempt therefrom.

4. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, when delinquent, shall also be the personal obligation of the person or entity who was the owner of such lot at the time when the assessment fell due.

5. The annual assessment levied by the Association shall be used exclusively for the improvement, maintenance and operation of any common area owned by the Association. Each lot, which has been conveyed to an owner, shall be assessed at a uniform rate. For the purpose of assessment, the term "owner" shall exclude the Declarant. Notwithstanding any provisions herein to the contrary, the Association shall not assess any Declarant-owned lots or lots owned by the Declarant's lenders.

6. By a majority vote of the Board of Directors, the Association shall fix the annual assessment upon the basis provided herein. The annual assessments shall be sufficient to meet the obligations imposed upon the Association by these covenants and restrictions. Such assessments shall become due annually beginning July 1, 2006, and purchasers of lots subsequent to said date shall be responsible for their prorata share of the annual assessment in effect. The Board of Directors may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments, provided however, that the entire balance of

such assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

7. The assessment shall initially be \$360.00 per year, per Lot, and may be imposed on each lot from the date of conveyance of such Lot by the Declarant. At the closing and transfer of title to the owner, such owner, shall contribute an amount equal to \$100.00 to the Association. This contribution shall be used by the Association for the purpose of the initial and recurring capital expenses of the Association and for providing initial working capital for the Association. Such contribution shall not be considered as a pre-payment of any future assessments.

8. Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of \$25 further, any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a percentage rate equal to the highest rate allowed by law and shall, together, with such interest thereon and cost of collection thereof (including reasonable attorney's fees, become a lien on such lot. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the lot and interest, costs and reasonable attorney's fees; fees of any such action will be added to the amount of such assessment. Each such owner, by his acceptance of title to the lot, hereby expressly vests in the Association the right and power to bring all actions against such owner personally for the collection of such assessments as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such owner hereby expressly grants to the Association the power of sale in connection with such lien. The Association, acting on behalf of the owners, shall have the power to bid for an interest foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her lot.

9. The lien of the assessments provided for herein shall be inferior and subordinate to the lien of any bank, savings and loan association or other institutional Mortgage now or hereafter placed upon the lot subject to assessments. Sale or transfer of any lot shall not affect the assessment lien; however, the sale or transfer of any lot pursuant to foreclosure of such a Mortgage may extinguish the lien of such assessments as to payments which come due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

10. The Treasurer of the Association, upon demand of any owner liable for an assessment, shall furnish to such owner a certificate in writing, signed by a Director, setting forth whether such assessment has been paid. Such certificate, when co-signed by the Secretary of the Association, shall be conclusive evidence of payment of any assessment therein stated to have been paid.

11. The fiscal year of the Association shall consist of the twelve-month period

commencing on January 1 of each year and terminating December 31 of that year.

12. On or before December 1st of each year, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Association to carry out the responsibilities and obligations of the Association hereunder including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for rendering to the owners of all services required hereunder. Such budget shall also include such reasonable amounts, as the Board of Directors considers necessary to provide working capital for the Association and to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each owner a copy of the budget, in a reasonably itemized form that sets forth the amount of the assessments payable by each owner, on or before December 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each owner's assessment as hereinbefore provided.

13. The failure or delay of the Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an owner's obligation to pay their assessments as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

14. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to assessments against the owners may be commingled in a single fund.

ARTICLE IV - COMMON PROPERTY

1. Ownership. Ownership of Common Property will be owned by the Association for the benefit of all owners, and the Association when necessary may improve, convey, or lease the Common Property.

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

3. Maintenance; Management; Contracts, Association Responsibility. The Association will be responsible for the management, control, maintenance, repair, replacement and improvement of the Common Property and must keep the same attractive, clean, and in good repair in accordance with his Declaration and applicable governmental regulations. This shall include, but not be limited to, water and sewer lines, lift stations, and roads.

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

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

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

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

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

9. Drainage System Located in Common Property. The Association will be responsible for the maintenance, operation, and repair of such portion of the Drainage System as is located on Common Property. Maintenance means the exercise of practices that allow the system to provide drainage, water storage, conveyance, or the stormwater management capabilities as permitted by the Water Management District and the Florida Department of Environmental Protection. Any repair or reconstruction of the Drainage System shall be as permitted or, if modified, as approved by the Water Management District and the Florida Department of Environmental Protection. All owners shall provide a swale at the front lot line as specified by construction drawings approved by the Declarant, per the attached Site Plan for Lots 2-32.

10. Taxes. In the event any common area owned by the Association is taxed separately from the lots deeded to owners, the Association shall include such taxes as part of

the general assessment. In the event the Common Property owned by the Association are taxed as a component of the value of the lot owned by each owner, it shall be the obligation of each owner to promptly pay such taxes prior to them becoming a lien on the property.

11. Use and Benefit of Common Property. The Common Area shall be held by the Association for the use and benefit of the Members, their tenants and invitees. Every owner of the Lot will have a right and easement of enjoyment in and to the common area said right of easement shall specifically include but not be limited to the right of ingress and egress over the Common Property, and this right will be appurtenant to and will pass with the title to such Lot, subject to the right of the Association to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for the purposes in subject to the conditions they may be agreed upon by the members. In no event will the dedication or transfer of any or all of the Common Property prohibit the Lot owners' easement of ingress and egress over the Common Property.

ARTICLE V - EASEMENTS

1. Blanket Easement for Utilities. There is hereby created a blanket easement for the purpose of installing and maintaining utilities upon, across, over and under all areas for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to stormwater, water, sewers, telephones, electricity, and cable television system. By virtue of this easement, it shall be expressly permissible for any company providing electrical, water, sewer, cable television, and/or telephone service to install, erect and maintain all necessary lines, pipes and conduit underground and other necessary equipment at or below grade on the Common Area. An easement is further granted to all police, fire protection, ambulance and all similar persons, companies or agencies performing emergency service to enter upon the Common Property and Lots in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over all property subject to this Declaration, including without limitation, the Common Area and Lots, and to enter any other place within Forest Park Subdivision during reasonable hours and upon request, except in an emergency or when such property is not occupied, to inspect and to perform the duties of maintenance and repair of the Common Area as provided herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on property subject to this Declaration except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association*s Architectural Review Committee. Should any utility furnishing a service covered by the general easement herein provided request a specific easement to be made with a separate recordable document, Declarant shall have the right to grant such easement with respect to any real property subject to this Declaration without conflicting with the terms hereof. The easements provided in this Article IV shall in no way affect any other recorded easement on said premises.

2. Easements Reserved for Certain Purposes. Easements and rights-of-way are hereby expressly reserved to Declarant, its successors and assigns, in, on, over and under the Common Property for the following purposes:

- (a) for the erection, installation, construction, maintenance, repair and restoration or replacement of (i) wires, lines and conduits, and the necessary or proper attachments in connection with the transmission of electricity, telephone, television cables and other utilities and other similar facilities and (ii) storm-water drains and stormwater retention facilities, land drains, public and private sewers, pipe lines for supplying water and heat, and for any other public or quasi-public utility facilities, service or function, whether above ground or underground (iii) for maintenance of any entry wall located on a common area or individual lot;
- (b) for slope control purposes, including the right to grade and plant slopes and to prevent the doing of any activity which might interfere with slope ratios approved by Declarant, its successors and assigns, or which might create erosion or sliding problems, or change, obstruct or retard drainage flow;
- (c) for the construction, installation, maintenance, repair and restoration or replacement of streets, rights-of-way, drainage areas, recreation areas and improvements, open space or other Common Property, or for security or other purposes for which Association is primarily, secondarily or contingently responsible or authorized as expressly or impliedly provided in this Declaration; and

Declarant and its respective agents, successors and assigns shall have the right to enter upon all parts of the easement area for any of the purposes for which said easements and rights-of-way are reserved.

Declarant shall also have the right, at the time of or after grading any street or any part thereof, to enter upon any abutting Common Property and grade the portion of such Common Property adjacent to such street to a slope generally appropriate to the conditions of the land and its development, but there shall be no obligation on Declarant to do such grading or to maintain the slope.

Declarant and its respective agents, successors and assigns hereby retain an easement across Lots 24 & 25 in that area shown on the plat as Utility Easement in order to access and maintain the drainage pond/stormwater retention facility.

3. Benefit. The easements reserved by this Declaration shall be for the benefit of Declarant, the Association, the Members and their respective tenants and invitees. There further exist appurtenant easements of access to all private streets within the subdivision to

Walton County or any of its franchisees for the use of county personnel and equipment on county business.

IN WITNESS WHEREOF, the owner has hereunto caused its hand and seal to be affixed this _____ day of _____, 2006.

INDIAN CREEK OF DESTIN, INC.,
A Florida corporation

By: John A. King, Sr.
Its: President

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared, John A. King, Sr. as President of Indian Creek of Destin, Inc., a Florida corporation, who is personally known to me or who has produced _____ for identification, and who did not take an oath, and acknowledged to me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed, on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this _____ of _____, 200__.

Notary Public