

**Upon recording, please return to:**

M. Maxine Hicks, Esq.  
DLA Piper LLP  
One Atlantic Center  
1201 West Peachtree Street, Suite 2800  
Atlanta, Georgia 30309

**Cross Reference to:**

Official Records Book 2186, Page 0001  
Official Records Book 2931, Page 802

**SUPPLEMENTAL DECLARATION TO THE FIRST AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
WATERCOLOR  
(The Park District at WaterColor)**

This Supplemental Declaration to the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for WaterColor (the “**Supplemental Declaration**”) is made this the \_\_\_\_ day of \_\_\_\_\_, 2020, by Watercolor Development, LLC, a Florida limited liability company (“**Declarant**”).

**W I T N E S S E T H:**

WHEREAS, on March 27, 2000, that certain Declaration of Covenants, Conditions, and Restrictions for WaterColor was recorded in Official Records Book 2186, Page 0001, *et seq.*, in the Official Records of Walton County, Florida;

WHEREAS, on September 18, 2013, that certain First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for WaterColor was recorded in Official Records Book 2931, Page 802, *et seq.*, in the Official Records of Walton County, Florida (hereinafter referred to as the “**Declaration**”);

WHEREAS, pursuant to Section 9.1 of the Declaration, Declarant may from time to time annex certain additional property as described in Exhibit “B” to the Declaration by recording a Supplemental Declaration, and, pursuant to Section 9.3 of the Declaration, a Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of the Declaration as it applies to the property being annexed;

WHEREAS, Declarant is the owner of the real property described on Exhibit “A” attached hereto (“**The Park District Property**”), which property is a portion of that property described on Exhibit “B” of the Declaration; and

WHEREAS, Declarant now desires to subject The Park District Property to the terms of the Declaration and to supplement, create exceptions to, or otherwise modify the terms of the Declaration as it applies to The Park District Property;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby subjects The Park District Property to the provisions of the Declaration and this Supplemental Declaration, which shall apply to The Park District Property in addition to the provisions of the Declaration. The Lots in The Park District Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration and this Supplemental Declaration, 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 Association and its Members in accordance with the terms of the Declaration. Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

## **ARTICLE I** **Definitions**

Unless otherwise herein defined, all initially capitalized terms used in this Supplemental Declaration shall have the meaning given such term in the Declaration. The definitions set forth in Article II of the Declaration are incorporated herein by reference.

## **ARTICLE II** **Restrictions specific to** **The Park District Property**

2.1 **Leasing.** In addition to the terms and conditions set forth in Article 3, Section 3.1(b) of the Declaration regarding leasing, with respect to the Lots within The Park District Property, any lease of a Lot shall have a minimum lease term of twelve (12) consecutive months, provided such minimum lease term shall not apply to Lots owned by Declarant or its Affiliates.

2.2 **The Park District Property Swimming Pool.** Declarant intends to construct a swimming pool within The Park District Property (the “Park District Pool”) and anticipates that The Park District Pool will be conveyed to the Association as Common Area, which will be subject to the easements set forth in Section 11.1 of the Declaration. Notwithstanding the rights granted to Owners under Section 11.1, use of the Park District Pool shall be limited to Owners and accompanied guests. Unaccompanied guests will not be permitted to use the Park District Pool. An Owner who leases his or her Lot, regardless of whether such Lot is in The Park District Property or any other portion of WaterColor, shall be deemed to have assigned the right to use the Park District Pool to the tenants of the Lot during the lease term only if the lease contains a minimum lease term of twelve (12) consecutive months.

**ARTICLE III**  
**Amendments to Supplemental Declaration**

4.1 By Declarant. This Supplemental Declaration may be amended by Declarant in accordance with Section 20.1 of the Declaration.

4.2 By Members. Any amendment to this Supplemental Declaration by the Members shall be subject to the requirements of Section 20.2 of the Declaration with respect to amendment by Members and shall also require the written consent or affirmative vote, or any combination thereof, of Members representing at least a majority of the Class “A” votes allocated to the Lots within The Park District Property.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first written above.

Witnessed By:

**DECLARANT:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WATERCOLOR DEVELOPMENT, LLC,**  
a limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ on behalf of Watercolor Development, LLC, a Florida limited liability company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

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

My commission expires: \_\_\_\_\_

**Exhibit "A"**

**Description of Annexed Land**

**The Park District at WaterColor**