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CLERK OF COURTS, OKALOOSA COUNTY FL

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Cross - Reference to Declaration recorded in Official Records Book 1869 at Page 1878, amended at Book 2128 at Page 1074, Book 2143 at Page 1239, Book 2186 at Page 497, Book 2228 at Page 612, Book 2228 at Page 4189, Book 2273 at Page 2728, Book 2305 at Page 3722, Book 2329 at Page 630, Book 2536 at Page 4018, and Book 3054 at Page 2451, all of the Public Records of Okaloosa County, Florida.

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SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR KELLY PLANTATION  
(The Crossings at Kelly Plantation)

THIS SUPPLEMENTAL DECLARATION is made this 7<sup>th</sup> day of December, 2012, by Kelly Plantation Owners Association, Inc, a Florida non-profit corporation (hereinafter, with its successors and assigns, referred to as "Declarant").

WITNESSETH:

WHEREAS, on October 10, 1994, the initial Declarant, Kelly Plantation Partners, 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 12, 1998, the initial 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, the initial 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 Book 2143 at Page 1239, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on October 26, 1998, the initial 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 Book 2186 at Page 497, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on October 20, 1999, the initial 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 Book 2228 at Page 612, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on October 27, 1999, the initial 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 Book 2228 at Page 4189, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on December 7, 2000, the initial 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 Book 2273 at Page 2728, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on July 18, 2001, the initial 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 Book 2305 at Page 3722, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on November 30, 2001, the initial 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 Book 2329 at Page 630, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on June 2, 2004, the initial 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 Book 2536 at Page 4018, et seq. of the Public Records of Okaloosa County, Florida; and

WHEREAS, on June 26, 2012, the initial Declarant further amended the Declaration by executing that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for Kelly Plantation, which was recorded in Official Records Book 3054 at Page 2451, et seq. of the Public Records of Okaloosa County, Florida, to effect a transfer of all Declarant rights and responsibilities to the Declarant here; 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 casements 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, DKLM Investments, LLC ("Owner") is the owner of the real property described on Exhibit "A" attached hereto (the "Crossings Property"), which real property is part of the real property described on Exhibit "B" to the Declaration; and

WHEREAS, Owner and Declarant desires to submit the Crossings Property to the provisions of the Declaration, as amended; and

WHEREAS, Declarant desires to submit the Crossings 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 and Owner hereby subject 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 Declarant 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 Crossings Neighborhood.

#### **ARTICLE III** **Amendments**

3.1 **By Declarant.** The 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 Crossings 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 Crossings Neighborhood; (d) to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units located within the Crossings 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 Crossings 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.

3.2 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 Crossings 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. 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.

(signatures on the following page)

IN WITNESS WHEREOF, the undersigned Declarant and Owner have executed this Supplemental Declaration Of Covenants, Conditions, And Restrictions For Kelly Plantation this 5<sup>th</sup> day of December, 2012.

**KELLY PLANTATION OWNERS ASSOCIATION, INC.,**  
a Florida non-profit corporation

By: Thomas E. Lee  
Thomas E. Lee  
Its Vice President

STATE OF FLORIDA  
COUNTY OF OKALOOSA

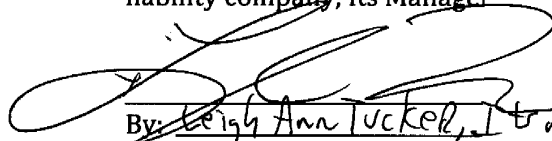
The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2012, by Thomas E. Lee as Vice President of the Board of Kelly Plantation Owners Association, Inc., on behalf of such corporation. Such person is personally known to me.



Vicki Spray  
Notary Public  
My Commission Expires: \_\_\_\_\_

**DKLM Investments, LLC,**  
a Florida limited liability company

By: APH, LLC, an Ohio limited liability company, Its Manager

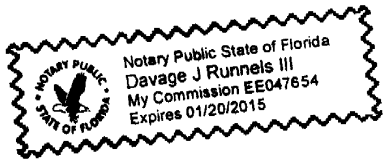
  
By: Leigh Ann Tucker, Its Manager

STATE OF Florida  
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 7 day of December, 2012, by Leigh Ann Tucker of APH, LLC, on behalf of DKLM Investments, LLC. Such person is personally known to me.

  
\_\_\_\_\_

Notary Public  
My commission expires: \_\_\_\_\_



**Schedule "A"**

**Crossings at Kelly Plantation, according to the Plat thereof as recorded in Plat Book 26, Page(s) 22 and 23, of the Public Records of Okaloosa County, Florida.**