



Gulf County Property Appraiser

Parcel: 04228-000R Acres: 0

Name:	ST JOSEPH LAND & DEV CO	Land Value	1
Site:		Building Value	0
Sale:	\$100 on 10-1987 Vacant=Y Qual=U	Misc Value	0
Mail:	ATTN: DENIECE HUTCHISON 133 SOUTH WATERSOUND PRKWAY WATERSOUND, FL 32413	Just Value	1
		Assessed Value	1
		Exempt Value	0
		Taxable Value	1



The Gulf County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER GULF COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 01/28/13 : 07:56:02

Inst:200823005409 Date:12/17/2008 Time:3:57 PM
By: Rebecca L. Norris, Gulf County B:468 P:694

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
WINDMARK BEACH**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 17 day of December, 2008, by St. Joe Timberland Company of Delaware, LLC, a Delaware limited liability company ("Declarant").

1. Purpose and Intent.

Declarant, as the owner of the real property described in Exhibit "A" (the "Property"), is recording this Declaration consistent with commitments made in the WindMark Beach Development of Regional Impact Development Order effecting the non-development of portions of property within WindMark Beach.

2. Binding Effect; Duration.

This Declaration governs the Property. This Declaration shall run with the title to the Property and shall bind anyone having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title, and assigns.

This Declaration shall be perpetual, except to the extent that the obligations of the Windmark Beach Development of Regional Impact relating to all or a portion of the Property are terminated, in which event Declarant may terminate this Declaration by executing and recording an instrument specifying such termination.

In any event, if any provision of this Declaration would be invalid under the Florida Uniform Statutory Rule against Perpetuities such provision shall expire 90 years after this Declaration is recorded.

3. Additional Covenants; Conflicts.

Additional restrictions or provisions may be imposed on any portion of the Property. However, no Person shall record any additional covenants, conditions, or restrictions affecting any portion of the Property without Declarant's written consent. Any instrument recorded without the required consent shall be void and of no force and effect.

If there are conflicts between Florida Law and this Declaration, Florida law shall prevail. If any court determines that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of the provision.

4. Restricted Activities.

a. There shall be no development of residential units or commercial/industrial square footage on the Property, except as associated with the use of the Property as a public recreational beach, and as otherwise permitted in Section 5.

b. There shall be no constructing or placing of any temporary or permanent buildings, structures, or facilities, except as associated with the use of the Property as a public recreational beach and as otherwise permitted in Section 5.

c. There shall be no mining (including surface mining) on the Property, and no minerals, gas, or oil shall be extracted from the Property.

d. There shall be no dumping or storage of trash, garbage, or any other unsightly or offensive material in, on, or under the Property.

5. Reserved Rights.

The Declarant reserves to itself and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in, and to permit or invite others to engage in, all uses of and activities on the Property, which are not prohibited in Section 4 and are otherwise not inconsistent with the purpose of this Declaration. In addition, Declarant reserves to itself and its successors and assigns, all rights to construct or place facilities or structures on the Property which are consistent with the use of the Property as a public recreational beach, which shall specifically include, but not be limited to, boat docks and piers, parking lots, dune walkovers and boardwalks.

6. Remedies for Violations.

The provisions of this Declaration may be enforced by all available legal and equitable means (including an action to enjoin violative actions, compel compliance, or to require the demolition of improvements). In any action to enforce this Declaration, the prevailing party may recover all of its costs incurred in the action, including, without limitation, court costs and reasonable attorneys' fees.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date and year first written above.

DECLARANT: ST. JOE TIMBERLAND COMPANY OF
DELAWARE, LLC.,
a Delaware limited liability company

Witnessed By:

By: Barak M. Lamberson
Print Name: Barak M. Lamberson

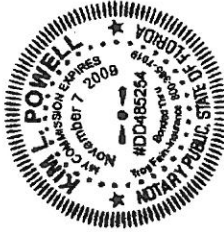
By: Kim L. Powell
Print Name: Kim L. Powell

State of Florida)
) ss
County of Gulf)

By: [Signature]
Name: Clay Smallwood
Title: President



The foregoing instrument was acknowledged before me this 17th day of December, 2008, by Clay Smallwood, President of St. Joe Timberland Company of Delaware, a Delaware limited liability company, on behalf of the corporation. He is personally known to me or has produced NA as identification and did (did not) take an oath.



By: [Signature]
Name: _____
Title: Notary Public [NOTARIAL SEAL]
Serial Number, if any: _____
My Commission Expires: _____