

## SUPPLEMENTAL DECLARATION OF TAPESTRY PARK

The undersigned files the Supplemental Declaration of Covenants, Conditions and Restrictions for Tapestry Park.

### RECITALS

WHEREAS, pursuant to Article VII, Paragraph 7.2 of the Declaration of Covenants, Conditions and Restrictions for Tapestry Park, recorded at Official Records Book 2412, Page 799, et. seq, as subsequently amended and supplemented from time to time (the "Declaration"), the Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, with an affirmative vote of a majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose;

WHEREAS, the Association, pursuant to the terms of the Declaration, does hereby file this Supplemental Declaration annexing the property described in that certain Quit Claim Deed recorded at Official Records Book 3485, Page 250, Public Records of Bay County, Florida, to and with the terms of the Declaration ("Phase III Property").

NOW, THEREFORE, in consideration of the mutual covenants, conditions and restrictions set forth herein, the Association hereby supplements the Declaration pursuant to Section 7.2 of the Declaration by providing that:

1. **Annexation of Additional Property Subject to the Declaration.** The Phase III Property is hereby annexed into Tapestry Park and made subject to the Declaration and shall be governed and construed in accordance with the provisions therein and any Owners of Lots depicted on any plat of any portion of the Phase III Property shall be defined as Owners as set forth in the Declaration. All provisions of the Declaration are hereby imposed on the Phase III Property. The additional property was specifically included within the overall legal description of additional property which may be annexed as set forth in Exhibit "B" to the Declaration.

2. **Ownership of Additional Property.** The Phase III Property is owned by Tapestry Woodco, LLC (the "Annexing Party"). The Annexing Party and any mortgagees, have executed a joinder to this Supplemental Declaration which accompanies this Supplemental Declaration. For the purposes of this Declaration, the term Annexing Party shall include Tapestry Woodco, LLC, and any subsequent party who recorded a plat for any portion of the Phase III Property.

3. **Additional Covenants as to Annexed Property.** As a condition of this annexation, the Phase III Property is hereby subjected to the following additional covenants pursuant to Paragraph 7.4 of the Declaration, and the Annexing Party joins in and consents to these additional covenants, and agrees that the Phase III Property shall be bound thereby:

A. Commencement of Construction; Completion of Construction. An Owner of a Lot located in the Phase III Property shall commence construction of a main residence upon

the Lot no later than forty eight (48) months from the date the lot is conveyed by the Annexing Party to such Owner, and once construction is commenced, the Owner shall complete construction within twelve (12) months of conveyance.

B. Pool Parcel. The Annexing Party agrees that the Plat for the Phase III Property (the "Plat") will include a designated Common Area (the "Pool Parcel") sufficient to construct a pool and associated facilities for the benefit of all members of the Association (the "Pool Facility"). The Annexing Party also agrees that upon recording the Plat, the Annexing Party shall pay over to the Association the sum of \$60,000.00, which will be placed in an interest bearing restricted reserve account (the "Pool Fund"), which shall be used by the Association to construct the Pool Facility.

C. Association Assessments. Assessments from the Lots in the Phase III Property shall commence from the recording of the Plat.


D. Development Standards. The Phase III Property shall be constructions consistent with the Planned Unite Development approval from the City of Panama City Beach. Street lighting and signage shall be consistent in design with the street lighting and signage in the developed phases of Tapestry Park. All streets shall be dedicated to the City of Panama City Beach, and the Association shall have no responsibility for maintenance or management of the streets. Any stormwater retention areas or wetland conservation areas shall be conveyed to the Association upon completion of subdivision improvements and prior to the sale of any Lot within the Phase III Property.

4. Effect of Supplemental Declaration. The Declaration, as amended from time to time, remains in full force and effect according to its terms.


IN WITNESS WHEREOF, the undersigned certifies that at a meeting duly called for such purpose, this Supplemental Declaration was approved by an affirmative vote of the required share of the owners of the Association represented at such meeting, and the undersigned has thereby executed this Supplemental Declaration on this 5 day of February, 2014.

Signed, sealed and delivered  
In the presence of:

TAPESTRY PARK OWNERS ASSOCIATION, INC.

  
Witness  
Print Name: Barbara W. Stokely

  
By: Kirsten McAndrew, its President

  
Witness  
Print Name: April McMill

TAPESTRY PARK OWNERS ASSOCIATION, INC.

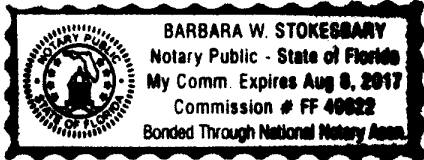
[Signature]  
Witness  
Print Name: Barbara W Stokesbary

[Signature]  
By: Linda Peaden, its Secretary

[Signature]  
Witness  
Print Name: April McGill

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 5 day of February, 2014, by Kirsten McAndrew, as President, and Linda Peaden, as Secretary, of TAPESTRY PARK OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is <sup>FILE</sup> personally known to me or produced NA as identification.





[Signature]  
Notary Public  
My Commission Expires: 8/8/17


Signed, sealed and delivered  
In the presence of:

TAPESTRY WOODCO, LLC

By: JACPLA, LLC  
Its: Managing Member

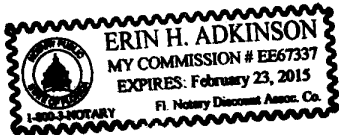
  
\_\_\_\_\_  
Witness  
Print Name: Brad Zeil


  
\_\_\_\_\_  
By: Jason Comer, its Managing Member

  
\_\_\_\_\_  
Witness  
Print Name: Erin H. Adkinson

STATE OF FLORIDA  
COUNTY OF Walton

The foregoing instrument was acknowledged before me this 19 day of February, 2014,  
by Jason Comer as Managing Member of JACPLA, LLC, a Managing Member of TAPESTRY  
WOODCO, LLC, a Florida limited liability company, on behalf of the limited liability, who is  
personally known to me or produced \_\_\_\_\_ as identification.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
2.23.2015

TAPESTRY WOODCO, LLC

By: TZMZ HOLDINGS, L.L.C.  
Its: Managing Member

Margaret M. Zeitlin

By: Margaret M. Zeitlin  
Its: Manager

[Signature]

Witness

Print Name:

Brael Zeitlin

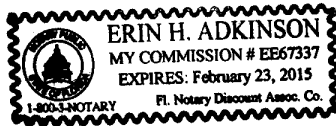
Witness

Print Name:

[Signature]  
Erin H. Adkinson

STATE OF FLORIDA  
COUNTY OF Walton

The foregoing instrument was acknowledged before me this 19 day of February, 2014, by Margaret M. Zeitlin., the Manager of TZMZ Holdings, L.L.C., a Managing Member of TAPESTRY WOODCO, LLC, a Florida limited liability company, on behalf of the limited liability, who is personally known to me or produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
My Commission Expires:  
2.23.2015