

**SECOND SUPPLEMENTAL DECLARATION TO THE  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TAPESTRY PARK**

THIS SECOND SUPPLEMENTAL DECLARATION TO THE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR TAPESTRY PARK, is made and entered  
into this 9 day of November, 2005, by TAPESTRY PARK NORTH, LLC,  
a Florida limited liability company (the "Declarant"), of P.O. Box  
19555, Panama City Beach, Florida 32417.

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

WHEREAS, the Declarant, pursuant to its development of  
Tapestry Park, Phase I, caused to be recorded in the Public Records  
of Bay County, Florida, that certain Declaration of Covenants,  
Conditions and Restrictions for Tapestry Park (the "Declaration")  
dated March 18, 2004, as recorded March 18, 2004 in Official  
Records Book 2412, Page 799 through 856 of the Public Records of  
Bay County, Florida; and

WHEREAS, the Declarant amended the Declaration pursuant to a  
First Amendment dated August 3, 2004, which was recorded August 3,  
2004 in Official Records Book 2483, Page 1568 of the Public Records  
of Bay County, Florida; and

WHEREAS, the Declarant pursuant to a First Supplemental  
Declaration to the Covenants, Conditions and Restrictions for

Tapestry Park ("First Supplemental Declaration") added additional property made subject to the Declaration pursuant to instrument dated June 30, 2005 and recorded July 6, 2005 in Official Records Book 2634, Page 1827 of the Public Records of Bay County, Florida; and

WHEREAS, the First Supplemental Declaration encompassed that certain real property set forth in the Plat for Tapestry Park, Phase II which was recorded in Plat Book 21, Page 56 of the Public Records of Bay County, Florida; and

WHEREAS, a portion of the real property set forth on the Plat for Phase II is designated as "Future Townhomes and Parks"; and

WHEREAS, the Declarant is now developing that certain area designated as "Future Townhomes and Parks" as Phase II-A of the Plat of Tapestry Park and desires that the lots and common areas therein shall become subject to and part of the Declaration pursuant to Article 7 of the Declaration which specifically provides that additional property may be added and made subject to the Declaration pursuant to a Supplemental Declaration duly recorded in the Public Records of Bay County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and restrictions set forth herein, the Declarant hereby supplements the Declaration pursuant to Paragraph 1.29 and Article VII of the Declaration by providing that:

1. Annexation of Additional Property Subject to the Declaration. Additional property shall be 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 shall be defined as Owners as set forth in the Declaration. The additional real property to be annexed and made a part of Tapestry Park subject to the Declaration is described in Exhibit "A" attached hereto. 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.

The specific purpose of this Supplemental Declaration is to make that certain real property designated as "Future Townhomes and Parks" as set forth in the Plat of Phase II shall become a part of the Declaration of Tapestry Park. Specifically, Lots G-3, J-1 through J-12, I-1 through I-20 and H-1 through H-8 shall become part of the Declaration as well as the parks and common areas shall be subject to the Declaration as set forth in the Plat for Phase II-A Tapestry Park as duly recorded November 3, 2005 in Plat Book 21, Page 93 of the Public Records of Bay County, Florida.

2. Ownership of Additional Property. The Declarant is the owner of the additional property and no other persons, entities or others may claim any ownership interest therein. The joinder of the Mortgagee, First National Bank of Florida accompanies the

recording of the Plat for Phase II-A.

3. Additional Covenants as to Annexed Property. Pursuant to Paragraph 7.4 of the Declaration, the Declarant may unilaterally subject any portion of the properties described in the attached Exhibit "A" to additional covenants and easements set forth herein. The Declaration shall be amended as it affects the annexed property as follows:

- a) 8.14 Additional Quarterly Assessment for Landscaping and Maintenance of Townhomes Designated as Lots H-1 through H-8, I-1 through I-20 and J-1 through J-12. Upon conveyance of record title to a townhome lot designated as Lots H-1 through H-8, I-1 through I-20 and J-1 through J-12, Tapestry Park, Phase II-A, by the Declarant or by a Builder to an Owner, the Lot Owner shall pay an additional quarterly assessment for Association fees for the then current quarter to cover enhanced costs for landscaping and for maintenance of the landscaped areas being a part of the townhome lots and the park areas adjacent thereto. The amount of the quarterly landscape assessment shall be determined by the Board of Directors of the Association from time to time. There shall be no proration of the first quarter assessment. The collection of the

first quarter assessment shall be in addition to, not in lieu of, the regular standard quarterly assessment for all Lot Owners as well as in addition to the capitalization fee set forth in Article 8 of the Declaration.

b) 9.3. Guidelines and Procedures.

(c) Design Guidelines as to Townhomes. Those certain lots designated as Townhomes, fully described as Lots H-1 through H-8, I-1 through I-20 and J-1 through J-12 shall be subject to certain additional design guidelines as exhibited on the attached Exhibit "C-1". The specific design guidelines as to Townhomes shall include the incorporation of an appropriate party wall between the Townhomes to be constructed upon the Lot Line. The cost and expense of maintaining the party wall shall be equally divided between the Owners of the Townhome lots contiguous thereto. The rules and regulations as to the party wall, to the extent not specifically set forth in the Declaration shall be governed and construed in accordance with the laws of the State of Florida and by reasonable rules promulgated by the Board of Directors of the Association from time to time. The design

guidelines attached hereto as Exhibit "C-1" shall contain specific rules and regulations as to the party or boundary walls.

- c) 9.4. Commencement of Construction; Completion of Construction. At such time as an Owner takes fee simple title to a Lot from Declarant as recorded in the Public Records of Bay County, Florida, the Owner shall be required to complete construction of the main residence located upon the Lot as follows:
- (a) As to Lots in Blocks A, B and E, Phase I, Tapestry Park, commencement of construction must occur within thirty-six (36) months and completion within forty-eight (48) months.
  - (b) As to Lots D 1-5, 11-20, commencement of construction must occur within twenty-four (24) months and completion within thirty-six (36) months.
  - (c) As to Lots D 6-10, commencement of construction must occur within twelve (12) months and completion within twenty-four (24) months.
  - (d) As to Lots C 1-15, commencement of construction must occur within twenty-four (24) months and completion within thirty-six (36) months.

(36) months.

- (e) As to Lots C 16-20, commencement must occur within twelve (12) months and completion within twenty-four (24) months.
- (f) As to Lots F 1-20, Phase II, Tapestry Park, commencement of construction must occur within 24 months and completion within 36 months.
- (g) As to Lots G 1-2, Phase II, Tapestry Park, commencement of construction must occur within 24 months and completion within 36 months.
- (h) As to Lot G-3, Phase II-A, Tapestry Park, commencement of construction must occur within 24 months and completion within 36 months.
- (i) As to Lots H-1 through H-8, I-1 through I-20 and J-1 through J-12, commencement of construction must occur within 6 months and completion within 18 months.

4. Effect of Supplemental Declaration. The Declaration, except as amended by the First Amendment and except for the additional terms subject to the Declaration as set forth in the First Supplemental Declaration and the Second Supplemental Declaration and the additional restrictions described herein, the

Declaration shall remain in full force and effect as of the date first recorded.

Tapestry Park North, LLC, a Florida a Limited Liability Company, by Tapestry Park Land Company, Its Member/Manager

William S. Henry  
PRINTED NAME OF WITNESS

Mark Tanney  
BY: MARK TANNEY

Denise H. Rowan  
PRINTED NAME OF WITNESS

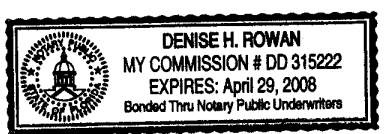
STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 9th day of November, 2005, by MARK J. TANNEY, as President of Tapestry Park Land Company, as Member/Manager of Tapestry Park North, LLC. He (notary must check applicable box):

- is personally known to me.
- produced a current \_\_\_\_\_ driver's license as identification, No. \_\_\_\_\_.
- produced \_\_\_\_\_ as identification.

Denise H. Rowan  
Denise H. Rowan  
(Print Name)

(NOTARY SEAL)



Notary Public  
Serial # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



SECOND SUPPLEMENTAL DECLARATION TO THE COVENANTS,  
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Exhibit "A"

ROW HOMES - 5.12± AC PARCEL

COMMENCE AT THE SOUTHEAST CORNER OF LOT E-8 OF TAPESTRY PARK PHASE I, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 88 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE S 88°31'16" E, ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT E-8, A DISTANCE OF 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF CORAL GABLES STREET (60 FOOT RIGHT-OF-WAY) THENCE S 88°31'16" E, ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT E-8, A DISTANCE OF 310.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COLUMBUS STREET (60 FOOT RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE N 01°28'44" E, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID COLUMBUS STREET A DISTANCE OF 620.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LIVERPOOL AVENUE (60 FOOT RIGHT-OF-WAY); THENCE S 88°31'16" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 360.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID CICERO STREET (60 FOOT RIGHT-OF-WAY); THENCE S 01°28'44" W, ALONG THE SAID WEST RIGHT-OF-WAY A DISTANCE OF 620.00 FEET; THENCE N 88°31'16" W, ALONG SAID SOUTH LINE A DISTANCE OF 360.00 FEET; THENCE N 88°31'16" W, 160.00 FEET TO THE POINT OF BEGINNING. CONTAINING ±5.12 ACRES MORE OR LESS.

LOT G-3 - 0.23± AC PARCEL

COMMENCE AT THE SOUTHEAST CORNER OF LOT E-8 OF TAPESTRY PARK PHASE I, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 88 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE S 88°31'16" E, ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT E-8, A DISTANCE OF 60.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF CORAL GABLES STREET (60 FOOT RIGHT-OF-WAY) THENCE S 88°31'16" E, ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT E-8, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE N 01°28'44" E, 100.00 FEET; THENCE S 88°31'16" E, 100.00 FEET; THENCE S 01°28'44" W, 100.00 FEET; THENCE N 88°31'16" W, 100.00 FEET TO THE POINT OF BEGINNING. CONTAINING ±.23 ACRES MORE OR LESS.

The above described real property comprises Tapestry Park, Phase II-A, a residential subdivision, per plat as recorded in Plat Book 21, Page 93 in the Office of the Clerk of the Circuit Court of Bay County, Florida.

**Exhibit "C-1"**  
**DESIGN GUIDELINES AND DEED RESTRICTIONS - TOWNHOMES**



**Tapestry Park Design Guidelines - TownHomes**

**INTENT**

- 1.1 Design Guidelines:** Sets additional standards and restrictions governing the design and construction and/or installation of all improvements to residential lots in Blocks H-J within Tapestry Park. All Guidelines set forth in Exhibit "C" shall remain in effect unless otherwise described in this Exhibit "C-1".
- 1.2 Styles:** Approval of Architectural Styles shall be at the sole discretion of the Architectural Review Board.

**STRUCTURES**

**2.1 Setbacks:** Setbacks for roofed structures are shown below. The front of the main residence shall be located on the front setback line.

	<u>One Story</u>	<u>Two Story</u>	<u>Three Story</u>
Front:	15'-0"	15'-0"	15'-0"
Side:	0'-0"	0'-0"	0'-0"
Rear:	40'-0"	40'-0"	40'-0"

- (1) Covered porches up to 2 stories and stoops may extend into the front setback a maximum of 8 feet.
- (2) Swimming pools shall be no closer than 3 feet to property lines and their location shall be subject to approval.

**2.2 Exterior Doors:** Clad wood sliding glass doors will be permitted in areas not visible from Common Areas or streets.

**2.3 Party Walls:** Party walls in TownHomes shall not extend through the roof sheathing and shall conform to all local codes. Party walls shall be constructed to attain a reasonable amount of sound attenuation.

**2.4 Exterior Finishes:** Maintenance of exterior painted finishes and roofs is subject to approval as to material, color, and schedule, and may be provided by Tapestry Park Owners Association by way of Special Assessments. The intent of this Section is to maintain aesthetic and functional continuity between all TownHomes.

**HOMESITES**

- 3.1 Parking:** Parking must conform to the Tapestry Park Master Plan and is subject to approval.
- 3.2 Driveways:** Driveways must conform to the Tapestry Park Master Plan and are subject to approval.
- 3.3 Fences and Garden Walls:** Fences 3 feet high are required along the side property line from the front setback to the front property line, across the front property line to the other side property line, and back to the front setback. The fence across the front property line shall have a minimum 3 foot wide gate. There

## Exhibit "C-1"

### DESIGN GUIDELINES AND DEED RESTRICTIONS - TOWNHOMES

shall be one fence at side property lines between adjacent lots, the maintenance of which shall be shared by the adjacent owners. All fences shall be painted and are subject to approval.

Masonry walls 4 feet high are required along the side property line from the rear corner of the end townhome to the rear property line, across the rear property lines of adjacent townhomes to the other side property line, and back to the rear corner of the other end townhome. Openings in the wall are required for vehicular drives and pedestrian walks. All masonry walls, finishes, and openings are subject to approval.

**3.4 Mail Boxes:** Mailboxes shall be selected from the approved list and shall be grouped in locations as designated by the Architectural Review Board.

**3.5 Exterior Lighting:** At least one light fixture (gas or electric) is required at the walkway gate from the front porch/stoop to the common side walk. The fixture(s) shall be integrated into the fence at the front property line and shall be between 6 feet and 8 feet above grade. Gas lights shall be continuously illuminated and electric lights shall be on photocell.

**3.6 Courtyards:** Landscaping, pavers, and fountains are permitted in courtyards and are subject to approval, however, proper drainage must be maintained. Improvements shall not negatively affect adjacent Owners.

### LANDSCAPE

**4.1 Lawn Maintenance:** Tapestry Park Owners Association shall maintain all landscaped areas within and around the property lines of TownHome lots, except for courtyard areas. Courtyard areas shall be maintained by the Lot Owner.

### ARCHITECTURAL REVIEW

**5.1 Plan Submittal:** In addition to other Submittal Requirements, a typical party wall section showing fire separation and sound attenuation must be submitted.

END