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This document prepared by:
Suzanne Blankenship, Esquire
Emmanuel Sheppard and Condon
30 S. Spring Street
Pensacola, FL 32502
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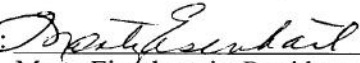
CERTIFICATE OF RECORDING

We, Marty Eisenhart, president of The Perdido Bay Homeowners Association, Inc. and Ozzie Boudreaux, secretary of The Perdido Bay Homeowners Association, Inc. (hereinafter "Association"), certify that we have executed the revived declaration and other governing documents approved by the Florida Department of Economic Opportunity in the name of the Association and hereby record the attached documents with the clerk of the circuit court of Escambia County, Florida, which is the county where the affected parcels are located. The following documents are attached hereto and incorporated herein:

1. Declaration of Covenants, Conditions and Restrictions.
2. Copy of the Articles of Incorporation (as Exhibit "C" to the Declaration").
3. Bylaws of The Perdido Bay Homeowners Association, Inc. (as Exhibit "D" to the Declaration").
4. Letter of approval from Department of Economic Opportunity.
5. Legal description of each affected parcel of property (as Exhibit "B" to the Declaration").

Dated this 25 day of October, 2018.

THE PERDIDO BAY HOMEOWNERS
ASSOCIATION, INC.,
a Florida Not-for-Profit Corporation

By: 
Marty Eisenhart, its President

ATTEST:




Ozzie Boudreaux, its Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

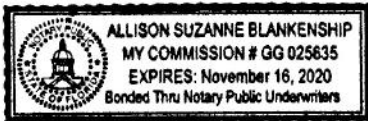
The foregoing instrument was acknowledged before me this 25 day of October, 2018 by Marty Eisenhart, president of The Perdido Bay Homeowners Association, Inc., who is personally known to me or who produced _____ as identification.





NOTARY PUBLIC
Print Name _____
Notary Public, State of Florida
Commission Number _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25 day of October, 2018, by Ozzie Boudreaux, secretary of The Perdido Bay Homeowners Association, Inc., who is personally known to me or who produced _____ as identification.




NOTARY PUBLIC
Print Name _____
Notary Public, State of Florida
Commission Number _____
My Commission Expires: _____

DECLARATION OF COVENANTS AND RESTRICTIONS OF PERDIDO BAY VILLAS

This Declaration (herein referred to as the "Declaration" or "Revived Declaration") is made by the written agreement of a majority of the affected parcel owners in Perdido Bay Villas (a Subdivision according to the plat thereof recorded in Plat Book 8, Page 10, Public Records of Escambia County, Florida) pursuant to Chapter 720, Part III, Florida Statutes.

Perdido Bay Country Club Estates, Inc., a partnership, the original developers, (herein referred to collectively as "Developer") recorded the covenants, restrictions, reservations and servitudes on the forgoing described property in Official Records Book 597, Page 408 in the Public Records of Escambia County, Florida, which were subsequently amended by amendments recorded in Official Records Book 4577, Page 478, and Official Records Book 5283, Page 956 of the Public Records of Escambia County, Florida (herein referred to as the "Original Declaration"). These covenants, conditions, restrictions and servitudes expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

Pursuant to authority granted under Chapter 720, Part III, Florida Statutes, the organizing committee, consisting of Marcie Cogswell, Mary Jo McLean, and Mary Ridgway does hereby submit these covenants, restrictions, reservations and servitudes for revival (hereinafter referred to as the "Revived Declaration"). It is hereby declared that, subject to the provisions hereof, all of the property described in Exhibit "A" attached hereto, shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of a portion thereof. The attached Exhibit "B" more particularly identifies each Lot and other real property that is to be subject to the governing documents by its legal description, and by the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of the county at the time when the proposed revived declaration is submitted for approval by the parcel owners. The Articles of Incorporation for the Perdido Bay Villas Homeowners Association, Inc. ("Association") are attached as Exhibit "C". The Bylaws for the Association are attached as Exhibit "D". The graphic depiction of the real property subject to the Revived Declaration is attached as Exhibit "E". All attachments are incorporated into and made a part of this Revived Declaration.

The real property encumbered by this Declaration, as described herein and governed by the Association (as defined herein) shall be subject to and operated in accordance with Chapter 720 and Chapter 617, Florida Statutes, as amended from time to time. The voting interest of each parcel owner shall be the same as the voting interest of the parcel owner under the previous governing documents. The proportional-assessment obligations of each parcel owner shall be the same as proportional-assessment obligations of the parcel owner under the previous governing documents. The respective amendment provisions are the same as those contained in the previous governing documents. This Revived Declaration contains no covenants that are more restrictive on the affected parcel owners than the covenants contained in the previous governing documents, except as permitted under Section 720.404(3). This Revived Declaration complies with the other requirements for a declaration of covenants and other governing documents as specified in Chapter 720.

WITNESSETH:

WHEREAS, Developer desired to create a residential community of townhouses on the property described in Exhibit "A" to be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which were for the purpose of protecting the value and desirability of and which ran with the real property and were binding on all parties having any right, title or interest therein, their heirs, successors and assigns; and

WHEREAS, all of the property was once governed by a previous declaration that has ceased to govern some or all of the parcels in the community.

NOW THEREFORE, a majority of the owners (pursuant to Chapter 720, Part III, Florida Statutes) declare that the real property described hereinabove is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I - DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to The Perdido Bay Villas Homeowners Association, Inc., its successors and assigns.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot and Living Unit which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation and, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (c) "Properties" shall mean and refer to all such existing properties as are subject to this Declaration as described above.
- (d) "Lot" shall mean and refer to any lot shown upon the recorded subdivision plat of Perdido Bay Villas.
- (e) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1 thereof.
- (f) "Living Unit" or "Townhouse" shall mean and refer to any portion of a building situated upon the Properties which is designed and intended for use and occupancy as a residence by a single family.

ARTICLE II MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person, group of persons, or other legal entity who is a record owner of a fee interest or undivided interest in any Lot which is situated upon the Properties shall be a member of the Association; provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. Members shall be entitled to one vote for each Lot in which the Member holds the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE III RESTRICTIONS AS TO USE, OCCUPANCY AND APPEARANCE

Section 1. General. All of the Lots (or Living Units) shown upon the plat of Perdido Bay Villas shall be used and occupied as single family dwelling sites. No dwelling unit, building, fence, or other structure, except as placed on each Lot by the Developer, shall be erected or placed on any such Lot. No alterations in the exterior (appearance) of any Living Unit, Lot, building, fence, or other structure shall be made and no alterations shall be made to any landscaping placed upon any Lot by the Developer without the written permission of the Association created hereunder.

Section 2. Temporary Structure. No structure of a temporary nature (trailer, shack, tent or out building) shall be moved to, placed upon or used on any Lot at any time, either temporarily or permanently, excepting, however, that during periods of construction, contractors may be permitted a single storage shed on each separate construction site.

Section 3. Building Condition, General Appearance, Nuisance, and Health Regulations. All premises shall be maintained in good repair, clean and sanitary at all times, no nuisance, and no violation of the rules and regulations of the State Board of Health or any governmental agency shall be permitted.

Section 4. Noxious and Offensive Trade. No noxious or offensive trade or activity shall be carried out upon the property nor shall anything be done thereon which may become an annoyance to the other owners of property.

Section 5. Signage. No commercial signs, including "for rent," "for sale," and other similar signs, shall be erected or maintained on any Lot or building except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Lot Owner. If such permission is granted, the Association reserves the right to restrict size, color and content of such signs.

Section 6. Outside Appearance. No outside clothes line (except in the enclosed drying

yard adjacent to each Living Unit) or other items detrimental to the appearance of the Properties shall be permitted on any Lot. All garbage receptacles must be kept within individual Living Unit or Townhouse service areas.

Section 7. Animals. No livestock, animals, chickens or fowl of any kind shall be permitted except dogs, cats, and birds owned as personal pets. Dogs, cats and birds shall not be kept in such numbers as to be an annoyance to the other owners in the area.

Section 8. Purpose. No building, Lot or Living Unit shall at any time be used for the purpose of any trade, business, manufacture or public amusement.

Section 9. Water Systems. No individual water systems or wells shall be allowed on any Lot.

Section 10. Trailers, Trucks, Commercial Vehicles. No trailer, mobile home, camper, snow-mobile, boat, boat trailer, house trailer, tractor, or commercial vehicle of any kind (or any other motor vehicle), machine, equipment or apparatus other than an operating passenger automobile, shall be parked on any street or in any driveway or yard on the land described herein, other than for a period of time not more than eight hours in any twenty-four hour period, except for commercial vehicles and machines and equipment required to perform construction or repair services to the dwelling for the period of time necessary for said construction or repair.

Section 11. Waiver. Should any of these covenants impose a particularly unfair, unjust or substantial hardship on any owner, builder, lessor or renter, the owner may petition the Association in writing to seek a modification or waiver of the covenant requirements.

Section 12. Enforceability. If the Owner or occupant of any Lot (or Living Unit) shall violate or attempt to violate any of these Covenants and Restrictions while in force and effect, it shall be lawful for the Association or any Owner to institute proceedings at law or in equity against any person or persons violating or attempting to violate such Covenants or Restrictions either to prevent them from doing so or to recover damages or other dues for such violation.

Section 13. Invalidation. The invalidation of any of these Covenants or Restrictions or portions thereof by judgment or court order shall in no way affect the other provisions which shall remain in full force and effect.

ARTICLE IV EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. The Association shall provide exterior maintenance upon each Living Unit or Townhouse and Lot which is subject to assessment hereunder, as follows: painting, when needed, of all exterior building surfaces and maintenance of all landscaping upon each Lot. The Association shall not be obligated to provide any other exterior maintenance except as specifically set forth above, including, but not limited to, the maintenance, repair, or replacement of any roof, glass surface, or any other exterior surface or item. In the event that the need for maintenance to be provided by the Association is caused through the willful or negligent act of the Owner of a Living Unit, or his family, guests, invitees, or tenants, the cost of such maintenance or repairs shall be added to and become a part of the assessments to which such

Lot is subject.

Section 2. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance required by this Article, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at reasonable hours on any day except Saturday and Sunday.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each owner of any Living Unit (Townhouse) and Lot by acceptance of a deed therefor, hereby covenants, whether or not it shall be so expressed in such deed, to pay to the Association assessments for the purposes provided herein, including but not limited to maintenance as set forth in the Article IV and insurance as set forth in Article VI. Such assessments are to be established and collected as hereinafter provided. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on each Living Unit and Lot and shall be a continuing lien upon such Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to an Owner's successor in title whether or not expressly assumed by such successor.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to provide all budgeted costs. Pursuant to Section 720.303, Florida Statutes, the Association shall prepare an annual budget that sets out the annual operating expenses. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges paid for by the association for recreational amenities, whether owned by the Association, the developer, or another person. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member within the time limits set forth in the statute. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance for which the association is responsible.

Section 3. Special Assessments. In addition to the monthly assessments for maintenance authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any expense deemed necessary for the health, welfare, and benefit of the Lot and Living Unit Owner; provided, however, that any such special assessment must have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another

meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual assessments (paid in monthly installments) and special assessments must be fixed by the Association at a uniform rate for all Lots.

Section 6. Date of Commencement of Assessments. The annual assessment as established by the Board of Directors is to be paid in monthly installments on the first day of the month. The due date of any special assessments under Section 3 hereof shall be fixed in the resolution authorizing such assessment. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE VI DUTY TO REBUILD OR REPAIR, PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Living Units and the Townhouses, required to be insured by the Association pursuant to the Sections below, excepting the coverage that each unit owner is responsible for pursuant to Section 13 of this Article. A copy of each policy of insurance in effect shall be made available for inspection by Owners at reasonable times.

The insurance shall be governed by the following provisions:

Section 1. Casualty Insurance.

(a) Purchase of Insurance. All insurance policies upon the Properties shall be purchased by the Association in an amount equal to the maximum insurable replacement value, excluding the foundation and excavation costs, as determined annually by the insurance carrier or by the Board of Directors of the Association, to the extent such coverage is reasonably available. Because of the location of the Properties, the Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, the Members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance for the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available. Said deductible shall be aggregate in nature, in that there shall be a deductible that applies, when and if there is a loss, and is chargeable as an Assessment to all of the Living Units of the Association as a whole, notwithstanding which Townhouse or Living Units are damaged. Said assessment shall be of a type that would be covered under a standard loss of assessment insurance provision that each individual Owner may purchase, if they so desire. All policies issued to protect the buildings shall provide that the word "building" wherever

used in the policy shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls and windows, floors and ceilings of the individual Living Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as existed at the time the Living Unit was initially conveyed if the original specifications are not available. With respect to the coverage provided for by this paragraph, the Owners shall be considered additional insureds under the policy. The company or companies with whom the Association shall place its insurance coverage, as herein provided, must be good and responsible companies authorized to do business in the State of Florida.

(b) Premiums. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and shall be charged as a Common Expense and assessed against each Owner, equally, on a prorata basis, according to the square footage of the Living Unit owned. The portion of the insurance premium to be assessed against each Owner shall be calculated so that the total amount of all assessments shall be sufficient to pay in full the total premium on such insurance policies and assure that the amount of the assessment as to each Owner is the same as every other Owner having a Living Unit of the same square footage.

(c) Creation of the Lien and Personal Obligation of Assessment. The assessments for insurance premiums, deductibles and other costs associated with insurance, as set forth in this Article, together with interest, costs, and reasonable attorney's fees, shall be a charge on each Living Unit and Lot and shall be a continuing lien upon such property against which each such assessment is made. Each assessment together, with interest, costs, and reasonable attorney's fees, shall also be the obligation of the person who is the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessment shall pass to an owner's successor in title whether or not expressly assumed by such successor.

(d) Coverage. The coverage afforded by the casualty insurance shall afford protection against:

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

Section 2. Public Liability Insurance. Public Liability Insurance shall be obtained by the Association in such amounts and with such coverage as shall be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the owners as a group to an individual Living Unit or Townhouse Owner.

Section 3. Other Insurance. The Board of Directors of the Association shall purchase other insurance as the Board shall determine from time to time to be desirable.

Section 4. Loss Payable Provision. All policies purchased by the Association shall be for the benefit of the Association, all Owners and their mortgagees, as their interests may appear. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. The Association shall receive such proceeds as are paid and hold the same in trust for the purposes herein stated, and for the benefit of the Association, the Owners and their respective mortgagees (hereinafter sometimes collectively referred to as "Beneficial Owner").

Section 5. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Beneficial Owners in the following manner:

- (a) **Reconstruction Repair.** If the damage for which the proceeds were paid is to be repaired and restored, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the Beneficial Owners (or retained, pursuant to Section 9 below). All remittances to Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Living Unit and may be enforced by the same. Said remittance shall be made solely to a First Mortgagee when requested by such First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt.
- (b) **Failure to Reconstruct or Repair.** If it is determined, in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the Beneficial Owners; remittance to Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Living Unit and may be enforced by the same. Said remittance shall be made solely to a First Mortgagee when requested by such First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the Beneficial Owners as surplus in the manner provided in this Article VI or retained pursuant to Section 9 below.

Section 6. Loss Within a Single Unit. If loss shall occur within a single Living Unit, the insurance proceeds shall be distributed to the Association. The Association shall retain the proceeds for the benefit of the Owner of the affected Living Unit until it receives from said Owner and has had an opportunity to obtain for itself a reliable and detailed estimate of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss. The Owner of the affected Living Unit shall have the initial responsibility for obtaining such an estimate. Notwithstanding the above, however, the Association shall have the right to obtain its own estimates prior to the commencement of any repair, and the Association's estimates shall control in the event such estimates are less than any estimate obtained by a unit owner. Once the Association has received and had an opportunity to obtain an estimate in accordance with this Paragraph, the Association shall make a remittance of the insurance proceeds to the Beneficial Owner with remittances to said Owner and his mortgagee being payable jointly. This is a covenant for the benefit of any mortgagee of a Living Unit and may be enforced by the same; provided however, that such remittance shall be made solely to a First Mortgagee in the event its mortgage provides that it has the right to require application of the insurance proceeds to

the payment or reduction of its mortgage debt. The amount of said remittance to the Beneficial Owner and/or his mortgagee shall be the lesser of the amount of the insurance proceeds paid to the Association on account of the loss within the single Living Unit or the amount of the lowest estimate that the Association receives or obtains in accordance with this section. Upon the payment of such remittance, the Owner shall be required to restore his Living Unit to a condition that is at least as good as the condition that existed prior to the casualty loss. To the extent that the insurance payment to the Association exceeds the amount of the remittance to the Beneficial Owner and/or his mortgagee, the excess proceeds shall be distributed to the Beneficial Owners as surplus in the manner provided in this Article VI or retained pursuant to Section 9 below.

Section 7. Loss Less than "Very Substantial." Where a loss or damage occurs to more than one Living Unit, to those areas for which the Association is responsible to insure or which may be deemed common area pursuant to Section 720, Florida Statutes, or to a combination of the aforementioned, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Owners to repair or restore the damage caused by said loss. Where such loss or damage is less than "very substantial":

(a) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repairing and restoring.

(b) If the damage or loss is limited to those areas for which the Association is responsible to insure or which may be deemed common area pursuant to Section 720, Florida Statutes, with no or inconsequential damage or loss to any individual Living Unit, and if such damage or loss is less than Three Thousand Dollars (\$3,000.00), the Association shall promptly contract for the repair and restoration of the damage.

(c) Subject to the provisions of subsection (f) herein, if the damage or loss involves more than one Living Unit, or any individual Living Unit as well as those areas for which the Association is responsible to insure or which may be deemed common area pursuant to Section 720, Florida Statutes, or if the damage is limited to those areas for which the Association is responsible to insure or which may be deemed common area pursuant to Section 720, Florida Statutes, alone, but is in excess of Three Thousand Dollars (\$3,000.00), the insurance proceeds shall be disbursed for the repair and restoration of the property upon the written direction and approval of the Association. All payees shall deliver paid bills and final releases and waivers of construction liens to the Association, and execute any Affidavit required by law or by the Association.

(d) Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(e) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination for the deficiency, levy a special Assessment against all Owners in proportion to the Owners' share in those areas for which the Association is responsible to insure or which may be deemed common area pursuant to Section 720, Florida Statutes, for that portion of the deficiency as is attributable to the cost of restoration of the those areas for which the Association is responsible to insure or which may be deemed common area pursuant to Section 720, Florida Statutes; provided, however, that if the Board of

Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual Living Unit which has been damaged, then the Board of Directors shall levy the Assessment for the total deficiency against all of the Owners in proportion to the Owners' share in those areas for which the Association is responsible to insure or which may be deemed common area pursuant to Section 720, Florida Statutes, just as though all of said damage had occurred in the those areas for which the Association is responsible to insure or which may be deemed common area pursuant to Section 720, Florida Statutes. Notwithstanding anything herein or in the Bylaws of the Association to the contrary, if the Board of Directors determines that it is impractical to wait for a vote of the members of the Association to approve such a special assessment or that the delay occasioned by such a vote would be prejudicial or detrimental to the commencement or completion of the work for which such assessment is required, then the Board may, by an affirmative vote of two-thirds (2/3) of its members, impose such special assessment without a vote of the members of the Association. The special assessment is fully enforceable in the manner of foreclosing a mortgage upon real property. The special assessment funds shall be added to the proceeds available for the repair and restoration of the property.

(f) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special Assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, that this provision may be waived by the Board of Directors in favor of any First Mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over.

(g) If the insurance policy has a deductible provision, said deductible shall be assessed against all unit owners in the Association in equal pro-rated shares.

Section 8. "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Association, the term "very substantial" damage shall mean loss or damage whereby two-thirds (2/3) or more of the total unit space in any building are rendered untenantable, or loss or damage whereby two-thirds (2/3) or more of the total amount of insurance coverage on any of said buildings becomes payable. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substantial" damage occur, then:

(a) Thereupon, a membership meeting shall be called by the Board of Directors, to be held not later than thirty (30) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the building subject to the following:

(1) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Owners to replace insurance proceeds paid over to the First Mortgagees, are sufficient to cover the cost thereof so that no special Assessment is required, then the Association property shall be restored and repaired unless three-fourths (3/4) of the total votes of the members of the Association shall vote to abandon the damage building.

(2) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Owners to replace insurance proceeds paid over to the Institutional First mortgagees, are not sufficient to cover the cost thereof so that a special Assessment will be required, as set forth above, then a vote will be taken of the membership of this Association to determine whether the damaged building should be abandoned. An Assessment shall be made to pay for the deficiency and the Property restored and repaired, unless two-thirds (2/3) of the total votes of the members of this Association shall vote to abandon.

(3) Unless it is determined to abandon the building, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The proceeds shall be disbursed by the Association for the repair and restoration of the Property, as hereinabove provided. To the extent that any insurance proceeds are paid over to First Mortgagees, and in the event it is determined not to abandon the building and to vote a special Assessment, the Owner shall be obliged to replenish the funds so paid over to his mortgagee, and said Owner shall be liable to the Association for such sum.

(b) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors shall be binding upon all Owners.

Section 9. Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Association after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors. In the event of distribution, then the Association shall distribute such balance to the Beneficial Owners of the fund in accordance with each Unit's undivided interest in the Common Surplus of the Association.

Section 10. Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors, which approval shall not be unreasonably withheld.

Section 11. Association's Power to Compromise Claim. The Association is hereby irrevocably appointed agent for each Owner for the purpose of compromising the settling of claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

Section 12. First Mortgagee's Right to Advance Premium. Should the Association fail to pay insurance premiums required hereunder when due, or should the Association fail to comply with other insurance requirements of the Mortgagee(s), said Institutional Mortgagee(s) shall have the right, at its (or their) option to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said Mortgagee(s) shall be subrogated to the Assessment and lien rights of the Association as against the individual Owners for the payment of such item of Common Expense.

Section 13. Each individual Owner shall be responsible for purchasing, as desired and at his own expense, liability insurance to cover accidents occurring within his own Living Unit and upon its Lot, and for purchasing insurance upon electrical fixtures, appliances, air conditioners or heating equipment, water heaters, and built-in cabinets and his own personal property, and living expense insurance.

Section 14. Anything in this Article VI to the contrary notwithstanding, a First Mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged Living Unit in the same share as the share in the those areas for which the Association is responsible to insure or which may be deemed common elements pursuant to Section 720, Florida Statutes, appurtenant to such Unit, in the event:

- (a) Its mortgage is not in good standing and is in default; or, either
- (b) The insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or
- (c) It is determined to restore, repair or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such Mortgagee has not consented in writing to such change or alteration.

Section 15. Notwithstanding anything contained herein to the contrary, in the event a loss occurs which is determined to have emanated from or have been attributable to a particular Living Unit or Owner and such loss causes damage to those areas for which the Association is responsible to insure or which may be deemed common area pursuant to Section 720, Florida Statutes, and/or other Living Units, then the Owner of the Living Unit to which the loss is attributable shall be liable for the entire expense of the insured's policy deductible, if any. In the event a loss occurs to those areas for which the Association is responsible to insure or which may be deemed common area pursuant to Section 720, Florida Statutes, and/or more than one (1) Living Unit and such loss cannot be determined to have emanated from any particular Living Unit, then all Owners -- in the event the damage is solely to those areas for which the Association is responsible to insure or which may be deemed common area pursuant to Section 720, Florida Statutes, or the Owners of the Living Units so damaged in the event the loss involves more than one (1) Living Unit -- shall bear the expense of the insured's policy deductible, if any, on a pro rata basis.

ARTICLE VII EFFECT OF NON-PAYMENT OF ASSESSMENTS

Section 1. Enforcement. If any assessment as called for under this Declaration is not paid within thirty days after notice of the assessment, the assessment shall bear interest from that date and the Association may bring an action against the Owner personally obligated to pay the same or to foreclose the lien against the property.

Section 2. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage to the extent provided in Section 720.3085, Florida Statutes. The sale or transfer of any Living Unit and Lot

shall not affect the assessment lien. No sale or transfer shall relieve such Living Unit and Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XIII PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Living Unit or Townhouse upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. Restoration of party walls shall be done with prompt and reasonable dispatch.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. To the extent that this right of contribution may be a charge or lien on any particular Living Unit or Lot it shall be subject to and inferior to any first mortgage covering such Living Unit and Lot.

ARTICLE IX PARKING RIGHTS

The Association shall maintain at least one parking space for each Living Unit or Townhouse. Subject to reasonable rules and conditions, the Association, when available, may designate at least one additional parking space conveniently located with respect to each Living Unit or Townhouse for the exclusive use of the Owner residing therein, his family and guests. The use of any designated parking space by any other Owner or person may be enjoined by the Association or the Owner entitled thereto. The right to the exclusive use of such parking space and to its designation by the Association shall be appurtenant to and shall pass with the title to each Living Unit or Townhouse. The maintenance of any designated parking space shall be the responsibility of the Living Unit Owner to whom such parking space has been designated.

ARTICLE X GENERAL PROVISIONS

Section 1. Duration. This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any Owner for a period of thirty (30) years from the date this Declaration is recorded, and thereafter shall be automatically extended for successive periods of ten (10) years.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be in accordance with Section 720.305, Florida Statutes. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. Anything hereinabove contained to the contrary notwithstanding, any provision contained herein may be eliminated, modified, amended, or altered at any time by a written instrument or instruments executed by a majority of the record owners in fee simple of the lots shown upon the recorded subdivision plat of Perdido Bay Villas and filed among the public records of Escambia County, Florida.

IN WITNESS WHEREOF, by the written agreement of a majority of the affected parcel owners in Perdido Bay Villas pursuant to Chapter 720, Part III, Florida Statutes, Perdido Bay Villas Homeowners Association, Inc., a Florida not for profit corporation, has caused this instrument to be executed by its president and secretary as required by Section 720.407, Fla. Stat. as of this 25 day of October, 2018.

Signed, sealed and delivered in the presence of:

THE PERDIDO BAY VILLAS
HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

Michelle Moody
Print name: Michelle Moody

By: Marty Eisenhart
Marty Eisenhart, its president

Suzanne Blankenship
Print name: Suzanne Blankenship

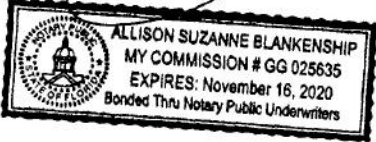
STATE OF FLORIDA
COUNTY OF ESCAMBLIA

THE FOREGOING INSTRUMENT was acknowledged before me this 25 day of October, 2018, by Marty Eisenhart, as president of The Perdido Bay Villas Homeowners, Inc., a Florida not for profit corporation.

☒ Personally Known

OR

☐ Produced Identification
Type of ID produced _____

[Signature]
NOTARY PUBLIC STATE OF
FLORIDA


BK: 7990 PG: 807

THE PERDIDO BAY VILLAS
HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

Michelle Moody
Print name: Michelle Moody

By: Ozzie Boudreaux
Ozzie Boudreaux, its secretary

Suzanne Blankenship
Print name: Suzanne Blankenship

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 25 day of
October, 2018, by Ozzie Boudreaux, as secretary of The Perdido Bay Villas
Homeowners, Inc., a Florida not for profit corporation.

/
Personally Known

OR
Produced Identification
Type of ID produced _____

[Signature]
NOTARY PUBLIC-STATE OF
FLORIDA

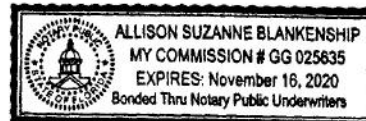


EXHIBIT "A"

Commence at the most southerly corner of Lot 1, Block 10, Perdido Bay Country Club Estates, Unit No. 1, according to the plat recorded in Plat Book 6 at Page 26 of the public records of Escambia County, Florida, for the point of beginning. Thence North 53°45'28" East along the Southeast line of said Block 10 for a distance of 120.00 feet; thence South 36°14'32" East for a distance of 482.22 feet; thence South 07°14'32" East for a distance of 203.81 feet; thence South 76°04'32" East for a distance of 390.67 feet; thence South 31°04'32" East for a distance of 187.02 feet; thence South 13°55'28" West for a distance of 307.00 feet; thence North 76°04'32" West for a distance of 120.00 feet; thence South 13°55'28" West for a distance of 12.03 feet to the point of curve of a circular curve concave to the Northeast having a radius of 50.00 feet; thence along the arc of said curve for an arc distance of 225.55 feet (chord distance of 77.46 feet; chord bearing North 36°50'39" West) to the point of tangent of said curve; thence North 76°04'32" West for a distance of 120.00 feet; thence North 13°55'28" East for a distance of 102.34 feet; thence North 76°04'32" West for a distance of 336.01 feet; thence North 41°39'32" West for a distance of 152.52 feet; thence North 07°14'32" West for a distance of 239.32 feet; thence North 36°14'32" West for a distance of 404.64 feet to a point on the Southeast line of Block 12 of the said Perdido Bay Country Estates, Unit No. 1; thence North 53°45'28" East along the said Southeast line of Block 12 and a Northeast extension thereof for a distance of 180.00 feet to the point of beginning, containing 9.91 acres, more or less, and all lying and being in Sections 9 and 11, Township 3 South, Range 32 West, Escambia County, Florida; and

EXHIBIT**A**

**IDENTIFICATION OF EACH AFFECTED PARCEL OF PROPERTY BY NAME OF PARCEL
OWNER AND LEGAL DESCRIPTION**

**ALL PROPERTY AND OWNER INFORMATION VERIFIED THROUGH THE LAST
COMPLETED TAX ASSESSMENT ROLL OF ESCAMBIA COUNTY, FLORIDA**

All parcels part of PERDIDO BAY VILLAS, a planned unit development, according to plat recorded in Plat Book 8 at page 10 of the public records of said County.

<u>OWNER(S)</u>	<u>ADDRESS</u>	<u>LOT/BLOCK</u>
1. Gregory Lee Edwards	4701 Huron Drive	Lot 1, Block A
2. Jack Schumann	4703 Huron Drive	Lot 2, Block A
3. Laura Harse	4705 Huron Drive	Lot 3, Block A
4. Amanda M Breaux	4707 Huron Drive	Lot 4, Block A
5. Christine A Linn	4709 Huron Drive	Lot 5, Block A
6. Janine Perkins	4711 Huron Drive	Lot 6, Block A
7. Elizabeth S Kelly	4713 Huron Drive	Lot 7, Block A
8. Jo Ann Mckay	4715 Huron Drive	Lot 8, Block A
9. Diane Neill Bender	4717 Huron Drive	Lot 9, Block A
10. Jean A Mitcham	4719 Huron Drive	Lot 10, Block A
11. Wanda Robertson Allen	4721 Huron Drive	Lot 11, Block A
12. Joseph H & Gail S Casello	4723 Huron Drive	Lot 12, Block A
13. John Ackerman	4725 Huron Drive	Lot 13, Block A
14. Emily C Bondurant	4727 Huron Drive	Lot 14, Block A
15. Richard Norred	4729 Huron Drive	Lot 15, Block A
16. Michael A Campbell	4731 Huron Drive	Lot 16, Block A
17. John H Ackerman	4733 Huron Drive	Lot 17, Block A
18. Natalya N Turlaeva	4735 Huron Drive	Lot 18, Block A
19. Terry V Smith	4737 Huron Drive	Lot 19, Block A
20. Daniel Wayne Franklin	4739 Huron Drive	Lot 20, Block A
21. Kenneth R & Carolyn L Simkins	4741 Huron Drive	Lot 21, Block A
22. David R Kuechenmeister	4743 Huron Drive	Lot 22, Block A
23. William M Anderson	4745 Huron Drive	Lot 23, Block A
24. Forrest B & Cynthia Edgar	4747 Huron Drive	Lot 24, Block A
25. Yolanda Thomas	4749 Huron Drive	Lot 25, Block A
26. Alan & Jan Macdonald	4801 Huron Drive	Lot 26, Block A
27. Terry X & Barbara C Obrien	4803 Huron Drive	Lot 27, Block A
28. Ozgu Boudreaux	4805 Huron Drive	Lot 28, Block A
29. Roberta A Kochinski	4807 Huron Drive	Lot 29, Block A
30. Carol J Comber	4809 Huron Drive	Lot 30, Block A
31. Etienne J Defelice, III & Henri Defelice	4811 Huron Drive	Lot 31, Block A
32. Carol J Comber	4813 Huron Drive	Lot 32, Block A
33. John H Ackerman	4815 Huron Drive	Lot 33, Block A

**EXHIBIT
B**

34. John H Ackerman	4817 Huron Drive	Lot 34, Block A
35. John H Ackerman	4819 Huron Drive	Lot 35, Block A
36. Justin McCullough	4821 Huron Drive	Lot 36, Block A
37. Bonnie Marie Hosey	4823 Huron Drive	Lot 37, Block A
38. John H Ackerman	4825 Huron Drive	Lot 38, Block A
39. Russell B Travis, Jr & Dalia Travis	4827 Huron Drive	Lot 39, Block A
40. John B & Faye Q Craigie	4829 Huron Drive	Lot 40, Block A
41. Diane Neill Bender	4831 Huron Drive	Lot 41, Block A
42. Cleo L & Eleanor J Hill	4833 Huron Drive	Lot 42, Block A
43. Bay to Gulf Holdings, LLC	4835 Huron Drive	Lot 43, Block A
44. Ronald P & Mary Griffis	4837 Huron Drive	Lot 44, Block A
45. Charles & Cynthia Anne Rutledge	4700 Huron Drive	Lot 1, Block B
46. Deborah A Williams	4702 Huron Drive	Lot 2, Block B
47. Donald E & Mary L Lueddecke	4704 Huron Drive	Lot 3, Block B
48. Maximillian E & Jeannine R Riederer	4706 Huron Drive	Lot 4, Block B
49. John H Ackerman	4708 Huron Drive	Lot 5, Block B
50. Charles S Clayton	4710 Huron Drive	Lot 6, Block B
51. Charles C & Albright	4712 Huron Drive	Lot 7, Block B
52. Brady Maurer	4714 Huron Drive	Lot 8, Block B
53. John H Ackerman	4716 Huron Drive	Lot 9, Block B
54. Michael L & Donna D Dehart	4718 Huron Drive	Lot 10, Block B
55. Gerald M & Patricia A Lewis	4720 Huron Drive	Lot 11, Block B
56. Gregg Turner	4722 Huron Drive	Lot 12, Block B
57. Shelton D Higginbotham	4724 Huron Drive	Lot 13, Block B
58. David B Gordon	4726 Huron Drive	Lot 14, Block B
59. Charles F & Ellen A Klusmann	4728 Huron Drive	Lot 15, Block B
60. Blue Sky Group, LLC	4730 Huron Drive	Lot 16, Block B
61. Emily Carter Bondurant	4732 Huron Drive	Lot 17, Block B
62. Jeane Milleli Thomas	4734 Huron Drive	Lot 18, Block B
63. John Iemma	4736 Huron Drive	Lot 19, Block B
64. Kenneth R Krempin	4738 Huron Drive	Lot 20, Block B
65. Douglas C & Dianne Coleman	4740 Huron Drive	Lot 21, Block B
66. Suzanne Demko	4742 Huron Drive	Lot 22, Block B
67. Brian Cullen	4744 Huron Drive	Lot 23, Block B
68. Cynthia L Robinson	4746 Huron Drive	Lot 24, Block B
69. Jacqueline F Hine	4800 Huron Drive	Lot 25, Block B
70. Fei Min	4802 Huron Drive	Lot 26, Block B
71. Aimee Ramon	4804 Huron Drive	Lot 27, Block B
72. Beverly J Gay	4806 Huron Drive	Lot 28, Block B
73. Estate of Phillip S Godwin	4808 Huron Drive	Lot 29, Block B
74. Clyde R & Holly B Metcalf	4810 Huron Drive	Lot 30, Block B
75. John H Ackerman	4812 Huron Drive	Lot 31, Block B
76. Mary Jo C Mclean	4814 Huron Drive	Lot 32, Block B

77. Elizabeth Howard	4816 Huron Drive	Lot 33, Block B
78. Richard B Cogswell	4818 Huron Drive	Lot 34, Block B
79. Christa Moran	4820 Huron Drive	Lot 35, Block B
80. Marilyn A Turnipseed	4822 Huron Drive	Lot 36, Block B
81. Francis G Stokes Sr	4824 Huron Drive	Lot 37, Block B
82. Stewart M Roberts	4826 Huron Drive	Lot 38, Block B
83. Matthew R & April S Matiassek	4828 Huron Drive	Lot 39, Block B
84. Frederick Corbin	4830 Huron Drive	Lot 40, Block B
85. Heidi A & Dalia I Travis	4832 Huron Drive	Lot 41, Block B
86. Emily Carter Bondurant	4834 Huron Drive	Lot 42, Block B
87. Lorenza R Carroll	4836 Huron Drive	Lot 43, Block B
88. Arnold Huit Bredesen	4838 Huron Drive	Lot 44, Block B
89. Martha L Eisenhart	4840 Huron Drive	Lot 45, Block B
90. Leah Fielding	4842 Huron Drive	Lot 46, Block B
91. Rebecca Ann Dodge	4844 Huron Drive	Lot 47, Block B
92. WWZ IRA, LLC	4846 Huron Drive	Lot 48, Block B
93. Eric Kennebrew	4848 Huron Drive	Lot 49, Block B
94. Melanie Shouse	4850 Huron Drive	Lot 50, Block B
95. Raymond B & Mary S Ridgway	4852 Huron Drive	Lot 51, Block B
96. Southern Opening Solutions, Inc.	4854 Huron Drive	Lot 52, Block B

copy
JER

State of Florida

Department of State



I, Richard (Dick) Stone, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of.

Certificate of Incorporation
of

THE PERDIDO BAY VILLAS HOMEOWNERS ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 9th day of February,
A.D., 1972, as shown by the records of this office.



Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 9th day of February,
A.D. 1972.

Richard (Dick) Stone

Secretary of State

EX-101

C

ARTICLES OF INCORPORATION
OF
THE PERDIDO BAY VILLAS HOMEOWNERS ASSOCIATION, INC.
(A Corporation not for Profit)

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes 1983, and certify as follows:

ARTICLE I
NAME

The name of the corporation shall be THE PERDIDO BAY VILLAS HOMEOWNERS ASSOCIATION, INC. For convenience of corporation shall be referred to in this instrument as the Association.

ARTICLE II
PURPOSE

Section 1. The purpose for which the Association is organized is to provide an entity for the purpose of exercising the functions set forth in that certain Declaration of Covenants and Restrictions of Perdido Bay Villas, a Townhouse Subdivision, located in Escambia County, Florida, as more particularly described in the plat of Perdido Bay Villas Subdivision recorded in Plat Book 9 at page 10 of the public records of Escambia County, Florida.

Section 2. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III
POWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

Section 2. The Association shall have all of the powers and duties set forth in the Declaration of Covenants and Restrictions of

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CLERK OF STATE
TALLAHASSEE, FLORIDA

Perdido Bay Villas, and all of the powers and duties reasonably necessary to carry out the functions pursuant to said Declaration and as it may be amended from time to time, including but not limited to the following:

- (a) To make and collect assessments against members of the Association as set forth in the Declaration of Covenants and Restrictions of Perdido Bay Villas.
- (b) To use the proceeds of assessments and the exercise of its powers and duties.
- (c) To provide for maintenance of the properties located in Perdido Bay Villas pursuant to the Declaration of Covenants and Restrictions applying thereto.
- (d) The purchase of insurance upon the Living Unit or Townhouse buildings pursuant to the Declaration of Covenants and Restrictions of Perdido Bay Villas.
- (e) To make and amend, through its Board of Directors, reasonable regulations respecting the use of the property in Perdido Bay Villas.
- (f) To enforce by legal means the provisions of the Declaration of Covenants and Restrictions of Perdido Bay Villas, these Articles, the By-Laws of the Association and the regulations, if any, for the use of the property in Perdido Bay Villas.
- (g) To contract for exterior maintenance and landscape maintenance of the Living Units or Townhouses and Lots in Perdido Bay Villas as set forth in the Declaration of Covenants and Restrictions thereof.
- (h) To employ such personnel as may be needed to perform the services required to be performed by it, if such becomes necessary.

ARTICLE IV MEMBERS

Section 1. Every person, group of persons or other legal entity who is a record owner of a fee interest or undivided interest in any

Lot (or Living Unit) which is situated in Perdido Bay Villas Subdivision shall be a member of the Association; provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. The Association shall have two classes of voting membership:

Class A. The Class A members shall be all those owners as defined in Section 1 of this Article with the exception of the Developer of Perdido Bay Villas, to-wit, Perdido Bay Country Club Estates, Inc., a Florida corporation. The Class A members shall be entitled to one vote for each Lot (or Living Unit) in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot (or Living Unit) all such persons shall be members, and the vote for such Lot (or Living Unit) shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot (or Living Unit).

Class B. The Class B members shall be the Developer of Perdido Bay Villas, to-wit, Perdido Bay Country Club Estates, Inc., a Florida corporation. The Class B member shall be entitled to three votes for each Lot (or Living Unit) in which it holds the interest required for membership by Section 1 of this Article, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs first:

(a) When the total vote outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(b) On January 1, 1974...

From and after the happening of those events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot (or Living Unit) in which it holds the interests required for membership under Section 1.

Section 1. The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors. The directors need not be members of the Association.

Section 2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the board shall be filled in the manner provided by the By-Laws.

Section 3. The first election of directors shall not be held until after the Developer, Perdido Bay Country Club Estates, Inc., has closed the sales of all Living Units (or Townhouses) in Perdido Bay Villas Sub-division, or until the Developer elects to terminate its control of Perdido Bay Villas, or until after January 1, 1974, whichever occurs first. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

Section 4. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Richard G. Schaub	One Doug Ford Drive, Pensacola, Florida 32507
S. A. Law	One Doug Ford Drive, Pensacola, Florida 32507
Thomas E. Costner	One Doug Ford Drive, Pensacola, Florida 32507

ARTICLE VI OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Richard G. Schaub	President	One Doug Ford Drive Pensacola, Florida 32507
Thomas E. Costner	Vice President	One Doug Ford Drive Pensacola, Florida 32507
S. A. Law	Sec. -Treas.	One Doug Ford Drive Pensacola, Florida 32507

ARTICLE VII INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approve such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification

shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII
BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX
AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

Section 1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided,

A. such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

B. By not less than 80% of the votes of the entire membership of the Association.

Section 3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members. No amendment shall be made that is in conflict with the Declaration of Covenants and Restrictions of Perdido Bay Villas, as recorded in the public records of Escambia County, Florida.

**ARTICLE X
TERM**

The term of the Association shall be perpetual.

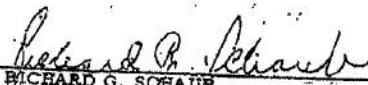
**ARTICLE XI
SUBSCRIBERS**

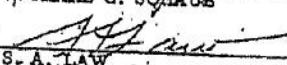
The names and addresses of the subscribers of these

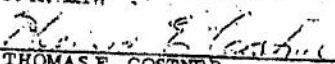
Articles of Incorporation are as follows:

<u>NAMES</u>	<u>ADDRESS</u>
Richard G. Schaub	One Doug Ford Drive Pensacola, Florida 32507
S. A. Law	One Doug Ford Drive Pensacola, Florida 32507
Thomas E. Costner	One Doug Ford Drive Pensacola, Florida 32507

IN WITNESS WHEREOF the subscribers have affixed their
signatures this 31st day of January, 1972.

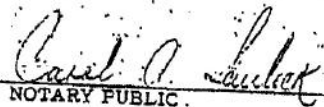

RICHARD G. SCHAUB (SEAL)


S. A. LAW (SEAL)


THOMAS E. COSTNER (SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me, the undersigned authority, personally appeared
Richard G. Schaub, S. A. Law and Thomas E. Costner, who, after being
duly sworn, acknowledge that they executed the foregoing Articles of
Incorporation for the purposes expressed in such Articles, this 31st
day of January, 1972.


 NOTARY PUBLIC

My Commission Expires: 10-20-75

Flow
#2

BYLAWS
of
THE PERDIDO BAY VILLAS HOMEOWNERS ASSOCIATION, INCORPORATED

ARTICLE I
DEFINITIONS

Section 1. Declaration of Covenants and Restrictions. In the course of these Bylaws, reference is made to the Declaration of Covenants and Restrictions recorded by Perdido Bay Country Club Estates, Inc., in the Office of the Clerk of the Circuit Court of Escambia County, Florida, in Official Record Book 597, at Page 408. These Covenants are referred to by these Bylaws. Said Declaration of Covenants and Restrictions are sometime referred to herein as "Covenants" or "the Covenants."

Section 2. Association. "Association" shall mean and refer to The Perdido Bay Villas Homeowners Association, Inc., its successors and assigns, a corporation not for profit organized and existing under the laws of the State of Florida.

Section 3. Other definitions. Other terms as used in these Bylaws shall have the same meaning as the same term set forth in Article I of the Declaration of Covenants and Restrictions of Perdido Bay Villas.

ARTICLE II
LOCATION

Section 1. The principal office of the Association shall be located at Perdido Bay Country Club Estates, Escambia County, Florida.

ARTICLE III
MEMBERSHIP

Section 1. Membership in the Association shall be as set forth in Article II, Section 1 of the Covenants.

Section 2. The rights of membership are subject to the payment of those assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by various articles of the covenants.

Section 3. The membership rights of any person whose interest in Perdido Bay Villas is subject to assessments under the Covenants, whether or not he be personally obligated to pay such assessment, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored.

ARTICLE IV
ASSOCIATION PURPOSES AND POWERS

Section 1. The Association has been organized for the purposes set forth in the Articles of Incorporation of the Perdido Bay Villas Homeowners Association, Inc., and shall have those powers as set forth in Article III of the Articles of Incorporation of The Perdido Bay Villas Homeowners Association, Inc.

ARTICLE V
BOARD OF DIRECTORS
(approved by Association membership, Jan 11, 2004)

Section 1. The business and affairs of this association shall be managed and its corporate powers exercised by the Board of Directors and The Board of Directors shall jointly and individually act:

- a. at all times in accordance with FS, Title XL, Chapter 720.303.* and to insure that the chain of custody of official records of the Association is from secretary to secretary only;
- b. for the benefit of the Association while subordinating any personal interest;
- c. to insure compliance with Article II, Section 2 of the Corporate Charter, so that no action of the Board will result in financial benefit to a member of the Board and/or an association member, to include any business entity owned or controlled by one or more Board member(s) and/or one or more Association member(s) or their family(s);
- d. to insure full and open competition for all contracted services;
- e. to insure that no member(s) of the Board incurs expenses for the Association without a recorded vote of a three fifths (3/5) majority of the entire membership of the Board;
- f. to conduct meetings in accordance with standing rules, if any, and "Roberts Rules of Order";
- g. to recognize that each association member present at a meeting of the Board is an "Ex-officio" member of the board.

Section 2. The corporation shall have five Directors.

Section 3. A Director need not be a member of the association, but:

- a. all of the members of the Board of Directors shall be of full age;
- b. at least one shall be a citizen of the United States;
- c. three (3) directors will be members of the association.

Section 4. (January 1, 1974 having passed, text is deleted.)

Section 5. Directors of the Association shall be elected at the annual meeting of the Association, by a majority of the votes cast at such election, and shall hold office for a term of two years. Directors selected to fill vacancies occurring in the interval between annual meetings, term shall be the remainder of term of the Director whom they replace:

- a. two Directors shall be elected in even numbered years.
- b. three Directors shall be elected in odd numbered years.
- c. Directors may be removed during their term, using the procedures of FS, Title XXXVI, Chapter 617.0808, by a majority of the board.
- d. the Directors remaining in office shall fill vacancies on the board;
- e. the newly appointed director shall be seated immediately.

Section 6. The presence of a majority of all the Directors shall be necessary at any meeting to constitute a quorum to transact business (FS, Title XL, Chapter 720.303(2)). The act of a majority of Directors present at a meeting where a quorum is present is a act of the Board of Directors, except a vote to commit to the expenditure of any association funds shall require a three fifths (3/5) majority of the entire membership of the Board.

Section 7. Directors meetings may be held within or without the state of Florida.

Section 8. Meetings of the Board of Directors shall be held:

- a. immediately following the annual meting of the members of the Association each year where all offices shall be filled by the newly constituted board;
- b. at such time thereafter as the Board of Directors may see fit to schedule;
- c. at other times upon the call of the President of the Association;
- d. at other times upon the call of a majority of Association.

ARTICLE VI

DUTIES AND POWERS OF OFFICERS

(approved by Association membership Jan 11, 2004)

Section 1. Each officer shall have a fiduciary duty to the association and execute the duties and powers enumerated herein in accordance with FS, Title XL, Chapter 720.303.*. All other officers, agent and factors, shall be chosen, serve for such terms and have such duties as may be determined by the Board of Directors. Any person meting the specific requirements of the offices may hold two or more offices, except that the President may not also be the Secretary or Assistant Secretary. No person holding two or more offices shall sign any instrument in the capacity of more than one office.

Section 2. The President shall be a member of the Association and shall:

- a. preside at meetings of the Board;
- b. insure that "Ex-officio" members of the Board have a reasonable opportunity to participate in debate;
- c. see that orders and resolutions of the Board are carried out;
- d. sign all notes, checks, leases, contracts, mortgages, deeds and other written instruments;
- e. insure that the chain of custody of the official record is directly from secretary to secretary and shall take all reasonable steps to aid the secretary in location and inclusion any missing items of the official record required to conform to FS, Title XL, Chapter 720.303(4).

Section 3. The Vice President shall perform the duties of President in the absence of the President; except when the Vice President is not a member of the association, the Secretary and Treasurer shall each sign all notes, checks, leases, contracts, mortgages, deeds and other written instruments.

Section 4. The Secretary shall be a member of the association and of the Board and shall:

- a. upon taking office, conduct and document an audit of official records with the outgoing secretary to insure items transferred conform to FS, Title XL, Chapter 720.303(4);
- b. record minutes in accordance with FS, Title XL, Chapter 720.303(3);
- c. maintain official records in accordance with FS, Title XL, Chapter 720.303(4);
- d. maintain a list of all members of the Association together with their address, unless otherwise instructed by the member, the address of record on the Escambia County Tax Roles shall be used, FS, Title XL, Chapter 720.303(4)(g);
- e. prior to leaving office, conduct and document an audit of official records with the incoming secretary to insure items transferred conform to Florida Statute, Title XL, Chapter 720.303(4) and submit the documented audit to the Board for inclusion in the official record.

Section 5. The Treasurer shall be a member of the association and shall:

- a. receive and deposit in the appropriate bank account all monies of the association;
- b. disburse such funds as directed by resolution passed by a 3/5 majority of the entire membership of the Board, except that a separate resolution shall not be required for payments of billings for services contracted for by the Board, when a 3/5 majority of the entire membership of the board approved the contract award;
- c. sign all checks and notes of the Association and shall insure that the appropriate counter signature required by these Bylaws is affixed;
- d. develop, document and maintain the financial and accounting records required by F S, Title XL, Chapter 720.303(7);

- e. provide a true copy of documented financial and accounting records to the secretary for inclusion in the Associations official record;
- f. develop a proposed budget in accordance with FS, Title XL, Chapter 720.303(6) for the next fiscal year and present it to the Board.

ARTICLE VII MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members of the Association shall be held at such time as may be designated by the Board of Directors; provided, however, that the Board of Directors shall give at least thirty days notice prior to the holding of such annual meeting.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary, or the Treasurer or any two or more members of the Board of Directors, or upon written request of one-fourth of the total vote of the association.

Section 3. Notice of any meeting shall be given to the members by the Secretary. Notice may be given to the members either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association. Each member shall register his address with the Secretary and notice of the meeting shall be mailed to such address. Notice of any special meeting shall be mailed at least six days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve and be governed by the Articles of Incorporation or by the Covenants applicable to Perdido Bay Villas Subdivision, or any action for which other provision is made in these Bylaws, notice of such meeting shall be given or sent as therein or herein provided.

Section 4. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast 60% of the total votes of the Association shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles of Incorporation or by the Covenants applicable to Perdido Bay Villas Subdivision shall require a quorum as therein provided.

ARTICLE VIII PROXIES

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven months, and every proxy shall automatically cease upon sale by the member of his interest in Perdido Bay Villas Subdivision.

ARTICLE IX
CORPORATE SEAL

Section 1. The Association shall have a seal in circular form having within its circumference the word: The Perdido Bay Villas Homeowners Association, Inc.

ARTICLE X
AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the members by three-fourths of the vote at a duly called meeting and provided that any matter stated herein to be or which is in fact governed by the Covenants may not be amended except as provided in the Covenants.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Covenants applicable to Perdido Bay Villas Subdivision referred to herein and these Bylaws, the Covenants shall control.

2/05

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

October 9, 2018

Suzanne Blankenship Esq.
Emmanuel, Sheppard & Condon
300 South Spring Street
Pensacola, Florida 32502-5612

**Re: The Perdido Bay Villas Homeowners Association, Inc. Approval;
Determination Number: 18195**

Dear Ms. Blankenship:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Perdido Bay Villas Homeowners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
[www.twitter.com/FLDEO](https://twitter.com/FLDEO) | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Suzanne Blankenship, Esq.
October 9, 2018
Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.