

This document prepared by:
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Our File No. 16075-156270

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2022091311 9/8/2022 2:57 PM
OFF REC BK: 8855 PG: 946 Doc Type: CER
Recording \$333.00

CERTIFICATE OF RECORDING

DECLARATION OF PERDIDO BAY COUNTRY CLUB ESTATES UNIT 1

We, Donald Loerch, President of Perdido Bay Country Club Estates Homeowner's Association, Inc. and Patty Veal, Secretary of Perdido Bay Country Club Estates Homeowner's 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 of Perdido Bay Country Club Estates Unit 1. (the "Declaration").
2. Certified copy of the Articles of Incorporation (as Exhibit "C" to the Declaration).
3. Bylaws of the Association (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 "A" to the Declaration).

Dated this 25th day of August, 2022.

Perdido Bay Country Club Estates Homeowner's
Association, Inc., a Florida Not-for-Profit
Corporation

By: 
Donald Loerch, Its President

ATTEST:

Patricia M Veal
Patty Veal, Its Secretary
Patricia

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of physical presence or
[] online notarization, this 25th day of August 2022 by Donald Loerch, President
Perdido Bay Country Club Estates Homeowner's Association, Inc. who is personally known to me
or who produced FL Drivers License as identification.



LINDSAY D. BOULTER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

Lindsay B
NOTARY PUBLIC
Print Name: Lindsay Boulter
Notary Public, State of Florida
Commission Number GG261131
My Commission Expires: 9/23/22

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of physical presence or
[] online notarization, this 6th day of September 2022, by Patty Veal, Secretary of
Perdido Bay Country Club Estates Homeowner's Association, Inc. who is personally known to me
or who produced FL Drivers License as identification.



LINDSAY D. BOULTER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

Lindsay B
NOTARY PUBLIC
Print Name: Lindsay Boulter
Notary Public, State of Florida
Commission Number GG261131
My Commission Expires: 9/23/22

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF PERDIDO BAY COUNTRY CLUB ESTATES, UNIT NO. 1

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 Country Club Estates, Unit No. 1 (a subdivision of a portion of Sections 9 and 11, T3S, R32W according to the plat thereof recorded in Plat Book 6, Page 26, Public Records of Escambia County, Florida) pursuant to Chapter 720, Part III, Florida Statutes.

Perdido Bay Country Club Estates, Inc. (herein referred to as "Declarant") recorded the covenants, restrictions, reservations and servitudes on the forgoing described property in Official Records Book 103, Page 218 in the Public Records of Escambia County, Florida. 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 712 and Chapter 720, Part III, Florida Statutes, the organizing committee consisting of Melissa Bendtro, Alice Neal and Patty Veal, 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 graphic depiction of the real property subject to the Revived Declaration is attached as Exhibit "C". The Declarant recorded a Transfer of Rights, Powers and Duties dated December 3, 1987, in Official Records Book 2487, Page 305 of the Public Records of Escambia County, Florida to Perdido Bay Country Club Homeowners' Association. All attachments are incorporated into and made a part of this Revived Declaration.

Covenant 1:

All lots in the subdivision, Perdido Bay Country Club Estates, Units No. 1, 2, and 4, shall be known, described, used, and occupied as residential lots only. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two stories in height and a private garage attached to the main building for not more than three cars, and a servant's room, tool room or laundry attached to the ground floor or the garage. Over the garage apartments shall not be permitted.

Covenant 2:

No building or structure shall be constructed or erected on or moved to any of the said lots. Once a home is placed thereon it shall not be altered until the plans and specifications have been submitted to and approved in writing by the architectural committee of the Perdido Bay Country Club Homeowners' Association. as to design, quality or workmanship and the materials of which it will be constructed, location with respect to topography and finish grade elevation. As a minimum, building

plans shall include: floor plans; elevation drawings for front, rear and side views; and plat plan showing location of house, porches, decks, patios, driveways, walkways, fences and any other pertinent structure. Plans and specifications shall identify all exterior building materials and features. The Association shall approve or reject the aforesaid plans within 30 days after they have been submitted. Disapproval by the Association of such plans or specifications will be final and may be for any reason which the Association considers to be in the best interest of the community. The property owner is responsible for cleanliness of the construction site. Scrap materials shall not be allowed to clutter the site, nor should any material be allowed to blow or wash into the street or surrounding property.

Covenant 3:

No one story residential structure shall be erected or placed on any lot with a ground floor living area of the main structure, exclusive of one story open porches, carports, and garages, of less than 1700 square feet; and no one and one-half or two story structures, exclusive of one story open porches, carports, and garages, shall have a ground floor area of the main structure of less than 1400 square feet and a total area of less than 1900 square feet. The above restriction shall not apply to any structures in existence prior to the date of recording of this instrument.

Covenant 4:

No building shall be located on any lot in said subdivision nearer than 25 feet to any front lot line nor nearer than 10% of the average width of the lot to any side lot line.

Covenant 5:

All garbage receptacles must be stored in such a manner as to restrict direct observation from either the street or golf course. They shall be placed curbside no earlier than the evening prior to scheduled pickup, and removed prior to the evening following pickup.

Covenant 6:

No outside clothes lines (except enclosed drying yard adjacent to dwelling) or other items detrimental to the appearance of the subdivision shall be permitted on any lot or common use area. These items shall include, but are not limited to, satellite antennas, boats, recreational vehicles, vehicles parked on laws or placed on blocks, and vehicles with more than 2 axles or 4 wheels. Items that are tastefully enclosed or garaged will be exempt. Recreational vehicles belonging to house guests shall be permitted for a period not to exceed 30 days. Notwithstanding the foregoing, pursuant to Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission adopted the Over-the-Air Reception Devices ("OTARD") rule concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites ("DBS"), broadband radio service providers (formerly multichannel multipoint distribution service or MMDS), and television broadcast stations ("TVBS"). The rule (47 C.F.R. Section 1.4000) prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (or of any size in Alaska), TV antennas, and wireless cable antennas. Therefore, any such devices must be located to eliminate or minimize visibility from the street, common areas or adjoining lots to the extent that such restriction does not: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation,

maintenance or use; or (3) preclude reception of an acceptable quality signal. To protect the health and safety of all Owners and occupants, any such installations must comply with applicable fire codes, maintain a safe distance from power lines, and be properly secured.

Covenant 7:

No fence shall be erected nearer to the front lot line than the rear of the residential structure on that lot, provided, however, that this restriction does not apply to a fence or hedge not over 4 feet high that does not extend closer to the curb than the residential structure. Fences on corner or other irregular shaped lots shall be symmetrically situated, i.e., equidistant from fence to curb. The erection of chain link fence is discouraged. Fences required to comply with county or state law will be exempted upon written submission to the Perdido Bay Country Club Homeowners' Association by the property owner setting forth the legal requirements and the owner's intentions. This restriction shall not apply to fences in existence prior to the date of recording this instrument.

Covenant 8:

No trailer, house trailer, recreational vehicle, tent, shack, garage or other out-building erected in this subdivision shall at any time be used as a residence nor shall any structure of a temporary character be used as a residence. Recreational vehicles belonging to house guests shall be permitted for a period not to exceed 30 days.

Covenant 9:

No noxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Covenant 10:

No person shall have, keep or maintain on any lot in the subdivision any fowl or animal, domestic or otherwise, except household pets. Pets shall not be kept in such numbers as to be an annoyance to other owners in the subdivision. Applicable lease laws shall be enforced.

Covenant 11:

No lot or lots in the subdivision or any building erected thereon shall at any time be used for the purpose of any trade, business, manufacture or public amusement.

Covenant 12:

All vacant lots shall be kept free of accumulations of brush, trash, junk or other material which may constitute a fire hazard or render the lot unsightly, and after giving 5 days written notice to the owner, the Perdido Bay Country Club Homeowners' Association reserves the right of entry on vacant lot for the purpose of clearing away any such accumulations, assessing the reasonable cost thereof against the owner.

Covenant 13:

No sign or any other form of advertising media shall be displayed by any owner, lessee or any other person on the exterior of any building or grounds within Perdido Bay Country Club Estates without prior written consent by the Perdido Bay Country Club Homeowners' Association.

Covenant 14:

No privy or other outside toilet facilities shall be constructed or maintained on any lot. Sewage shall be disposed of only by means of a proper connection with public sewage line in accordance with regulations of the Board of Health of the State of Florida. Lots with homes under construction will be permitted to maintain a commercial rental toilet for the convenience of the construction workers.

Covenant 15:

No individual water systems or wells shall be allowed in the subdivision except for the sole purpose of providing water for a lawn sprinkler system and heating and cooling systems. All individual wells installed will be in accordance with local and state regulations.

Covenant 16:

The Perdido Bay Country Club Homeowners' Association or someone acting on behalf of the Perdido Bay Country Club Homeowners' Association, after giving 5 days written notice to the lot owner, may enter upon any lot or lots upon which any structures or nuisances have been erected or maintained contrary to any of these covenants, and remove said objectionable structure or nuisance, without liability for damages for such action, assessing the reasonable cost thereof against the owner.

Covenant 17:

If any owner or occupant of any lot in the subdivision shall violate or attempt to violate any of these covenants and the restrictions while in force and effect, it shall be lawful for the Perdido Bay Country Club Homeowners' Association or any person or persons owning any other lot or lots in this subdivision to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants or restrictions and either to prevent them from doing so or to recover damages or other dues for such violation.

Covenant 18:

The provisions herein contained shall run with and bind the land and inure to the benefit of and be enforceable as provided herein and shall be a part of all deeds and contracts for conveyance for any and all lots in this subdivision and shall be binding on all parties and person claiming under them until these restrictions are waived in writing by a majority of then record owners of lots in the subdivision.

Covenant 19:

The failure by the Perdido Bay Country Club Homeowners' Association or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto; and the declared invalidity of any one or more of the provisions herein shall not affect the validity of the others.

Covenant 20:

Any and all the rights and powers, title, easements and estates reserved or given to the Perdido Bay Country Club Homeowners' Association in this contract may be assigned by it to any one or more corporations or associations that will agree to assume said rights, powers, title, easements, and estates and shall carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall thereupon have the same rights, powers, title, easements, and estate and shall be subject to the same obligations and duties, with respect to land area concerned, as or given to and assumed by the Perdido Bay Country Club Homeowners' Association.

Covenant 21:

All of the above covenants shall remain in force for a period of thirty (30) years from the date of recordation, and shall be automatically renewed for each 10 year period thereafter, unless owners of a majority of the lots in this subdivision shall, at least six months prior to any such renewal date, agree in writing to a change in or any abrogation of any of the above covenants, and record such in writing so amending the aforesaid covenant.

IN WITNESS WHEREOF, by written agreement of a majority of the affected parcel owners in Perdido Bay Country Club Estates, Unit No. 1, pursuant to Chapter 712 and Chapter 720, Part III, Florida Statutes, the Organizing Committee has caused this instrument to be executed as of this 25th day of August, 2022.

Signed, sealed and delivered in the presence of:

Mia Torres
Print Name: Mia Torres

By: Melissa Bendtro
Melissa Bendtro, member of
organizing committee

Lindsay Boulter
Print Name: Lindsay Boulter

Acknowledged before me by means of physical presence or online notarization on this the 1st day of September, 2022, by Melissa Bendtro,

_____ Personally Known

OR



LINDSAY D. BOULTER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

Lindsay Boulter
Notary Public, State of Florida
Print, type or stamp commissioned
name of Notary Public:

Produced Identification
Type of ID produced: FL Drivers License

Melanie Crooke
Print Name: Melanie Crooke

Lindsay Bouler
Print Name: Lindsay Bouler

By: Alice Neal
Alice Neal, member of
organizing committee

Acknowledged before me by means of physical presence or online notarization on this
the 30th day of August, 2022, by Alice Neal.

Personally Known

OR

Produced Identification
Type of ID produced: FL Drivers License

Melanie Crooke
Print Name: Melanie Crooke

Lindsay Bouler
Print Name: Lindsay Bouler

Lindsay Bouler
Notary Public, State of Florida
Print, type or stamp commissioned
name of Notary Public:



LINDSAY D. BOULER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

By: Patty Veal
Patty Veal, member of
organizing committee

Acknowledged before me by means of physical presence or online notarization on this
the 30th day of September, 2022, by Patty Veal.

Personally Known

OR

Produced Identification
Type of ID produced: FL Drivers License

Melanie Crooke
Print Name: Melanie Crooke

Lindsay Bouler
Print Name: Lindsay Bouler

Lindsay Bouler
Notary Public, State of Florida
Print, type or stamp commissioned
name of Notary Public:



LINDSAY D. BOULER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

Perdido Bay Country Club Estates Homeowner's Association, Inc., a Florida Not-for-Profit Corporation

By: [Signature]
Donald Loerch, Its President

ATTEST:

[Signature]
Patty Veal, Its Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 25th day of August 2022 by Donald Loerch, President Perdido Bay Country Club Estates Homeowner's Association, Inc. who is personally known to me or who produced FL Drivers License as identification.



LINDSAY D. BOULTER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

[Signature]
NOTARY PUBLIC
Print Name: Lindsay Boulter
Notary Public, State of Florida
Commission Number GG261131
My Commission Expires: 9/23/22

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 6th day of September 2022, by Patty Veal, Secretary of Perdido Bay Country Club Estates Homeowner's Association, Inc. who is personally known to me or who produced FL Drivers License as identification.



LINDSAY D. BOULTER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

[Signature]
NOTARY PUBLIC
Print Name: Lindsay Boulter
Notary Public, State of Florida
Commission Number GG261131
My Commission Expires: 9/23/22

EXHIBIT A

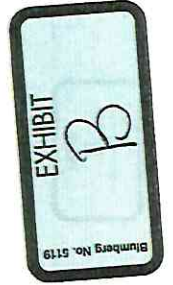
All lots in Perdido Bay County Club Estates, Unit No. 1, according to plat thereof, recorded in Plat Book 6, at page 26 of the Public Records of Escambia County, Florida.

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

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

All parcels part of Perdido Bay Country Club Estates, Unit No. 1, a planned subdivision, according to plat recorded in Plat Book 6 at Page 26 of the public records of said county.

<u>OWNER(S)</u>	<u>ADDRESS</u>	<u>LOT/BLOCK</u>
1. Georgia L. Chestnut	1 Navaho Drive	Lot 1, Block 2
2. Robert J. & Susan Olenzak	5228 Choctaw Avenue	Lot 2, Block 2
3. Gary A. & Kris M. Van House	5224 Choctaw Avenue	Lot 3, Block 2
4. Lester H. & Cynthia J. Liptak	5220 Choctaw Avenue	Lot 4, Block 2
5. Estate of Helen W. Saino	5214 Choctaw Avenue	Lot 5, Block 2
6. Lewis & Sherry Bacchieri	5212 Choctaw Avenue	Lot 6, Block 2
7. Anthony E. and Paula J. Krynski	5208 Choctaw Avenue	Lot 7, Block 2
8. Geri L. Rayberg and Mark B. Morris	5204 Choctaw Avenue	Lot 8, Block 2
9. Charles & Veronica Winters	5200 Choctaw Avenue	Lot 9, Block 2
10. Michael W. Dean	5196 Choctaw Avenue	Lot 10, Block 2
11. Larry D. & Sharleen B. Breshears	5192 Choctaw Avenue	Lot 11, Block 2
12. James R. & Debra Byington	5188 Choctaw Avenue	Lot 12, Block 2
13. James Joseph McIntyre, III	5184 Choctaw Avenue	Lot 13, Block 2
14. Teresa Charlene Weakley	5236 Choctaw Avenue	Lot 6, Block 3
Conveyed to William McCloskey on July 14, 2021		
15. William W. & Elizabeth A. Henderson	5240 Choctaw Avenue	Lot 7, Block 3
16. Heather J. Wallace & Michael E. Neal	5244 Choctaw Avenue	Lot 8, Block 3
17. Steven E. & Margaret Sue Westendorf	5248 Choctaw Avenue	Lot 9, Block 3
18. Kaylan E. Kaatz & Thomas Knarr	5252 Choctaw Avenue	Lot 10, Block 3
19. Rickey D. & Mary A. Rundel	5254 Choctaw Avenue	Lot 11, Block 3
20. Andrew W. & Alice F. Neal	5256 Choctaw Avenue	Lot 12, Block 3



21. Rodney A. & Melanie A. Manney
5264 Choctaw Avenue
Lot 13, Block 3
22. Nancy D. Laguer
5268 Choctaw Avenue
Lot 14, Block 3
23. Jerry & Kathleen Lacy
5272 Choctaw Avenue
Lot 15, Block 3
24. David Richard & Patsy E. Swinney and
Conveyed to Angelica Faye Fullerton on October 20, 2021
5276 Choctaw Avenue
Lot 16, Block 3
25. Bryan S. Miller & Christina M. Salomon
Conveyed to James R. Staggs and Linda D. Staggs, Co-Trustee of The Staggs Family Trust on January 14, 2022
29 Arapaho Drive
Lot 1, Block 4
26. Alexander F. & Nicola C. Dufault
31 Arapaho Drive
Lot 2, Block 4
27. Raymond E. & Nancy Jo Pierce
33 Arapaho Drive
Lot 3, Block 4
28. Raymond E. & Nancy Jo Pierce
35 Arapaho Drive
Lot 4, Block 4
29. Christopher & Cristy Coulahan
37 Arapaho Drive
Lot 5, Block 4
30. Burma W. McLeod
39 Arapaho Drive
Lot 6, Block 4
31. Estate of Francis Joseph Tizzano and Estate of
Gloria Faye Tizzano
41 Arapaho Drive
Lot 7, Block 4
32. Marion W. Frost
43 Arapaho Drive
Lot 8, Block 4
33. Cynthia Lynn Joines a/k/a Cynthia P. Joines
45 Arapaho Drive
Lot 9, Block 4
34. Joseph III & Deanna Asebedo
47 Arapaho Drive
Lot 10, Block 4
35. Douglas A. & Susan A. Pass
49 Arapaho Drive
Lot 11, Block 4
36. John W. Nance
51 Arapaho Drive
Lot 12, Block 4
37. Estate of Harriet E. Hatch
53 Arapaho Drive
Lot 13, Block 4
38. Jimmy R. & Charlene J. Reese
55 Arapaho Drive
Lot 14, Block 4
39. Gerald Law
Conveyed to Andrew R. Mull & Teri Lynne Mull on October 18, 2021
57 Arapaho Drive
Lot 15, Block 4
40. Dudley T. & Holly M. Tye
59 Arapaho Drive
Lot 16, Block 4
41. B. John Terranova & Mary Jane Van Sant
Arapaho Drive
Lot 1, Block 5
42. Thelma L. O'Brien
58 Arapaho Drive
Lot 2, Block 5
43. Vickie E. Stahl
56 Arapaho Drive
Lot 3, Block 5
44. Katherine Justice
54 Arapaho Drive
Lot 4, Block 5
45. James & Cindy Lee Woppert
52 Arapaho Drive
Lot 5, Block 5
46. James E. & Joan F. Vonlorenz, Co-Trustees of the
50 Arapaho Drive
Lot 6, Block 5

- James E. Vonlorenz and Joan F. Vonlorenz Revocable Trust
47. John Strickland 48 Arapaho Drive Lot 7, Block 5
48. James E. Armstrong 44 Arapaho Drive Lot 8, Block 5
49. Paul & Carole A. Jachimek 42 Arapaho Drive Lot 9, Block 5
50. Joseph E. & Anita K. Cashwell, individually and as Trustees under the Joint Revocable Trust Agreement of Joseph Edward Cashwell and Anita Kay Cashwell Lot 10, Block 5
51. Darren & Jessica Gossage 38 Arapaho Drive Lot 11, Block 5
52. Michael C. & Patricia A. Scully 24 Arapaho Drive Lot 12, Block 5
53. Ryan J. Bucchi, Donald J. & Cynthia J. Bucchi 22 Arapaho Drive Lot 13, Block 5
54. Janet P. Blackwell and Claire Porter Blackwell, Individually and as Trustees of the Janet P. Blackwell Revocable Living Trust dated March 21, 2005 conveyed to Anyaris & Gabriel Martin on August 10, 2021 20 Arapaho Drive Lot 14, Block 5
55. Debora L. Caster, f/k/a Debora L. Simpson 18 Arapaho Drive Lot 15, Block 5
56. Rusty & Brenda Pearson 16 Arapaho Drive Lot 16, Block 5
57. Mary Katherine Miller, Successor Trustee of the Revocable Trust Agreement of Louise Roeth Schmidt dated the 19th day of May, 1993 14 Arapaho Drive Lot 17, Block 5
58. John J. & Kyoka G. Daley 12 Arapaho Drive Lot 18, Block 5
59. Willard F. & Shirley S. Langston 10 Arapaho Drive Lot 19, Block 5
60. Thomas & Rebecca Louise Olson 8 Arapaho Drive Lot 20, Block 5
61. Kevin & Pamela Barton 6 Arapaho Drive Lot 21, Block 5
62. Michael J. Moore 4 Arapaho Drive Lot 22, Block 5
63. Randy B. & Susan V. Archer 5263 Choctaw Avenue Lot 23, Block 5
64. Robert S. Jackson 27 Arapaho Drive Lot 1, Block 6
65. Ann G. Bernard 25 Arapaho Drive Lot 2, Block 6
66. Marie G. Robinson 23 Arapaho Drive Lot 3, Block 6
67. Donald L. Smith 21 Arapaho Drive Lot 4, Block 6
68. Albert William Fleming, III and Marjorie Alice Fleming as Trustees of the Fleming Family Trust, UDT dated September 29, 1999 19 Arapaho Drive Lot 5, Block 6

69. James S. Tully
 Conveyed to Mary Reece on September 23, 2021
 17 Arapaho Drive
 Lot 6, Block 6
70. Miller Holding Company, II, LLC
 Conveyed to George W. & Hope M. Turner on June 11, 2021
 15 Arapaho Drive
 Lot 7, Block 6
71. Mary Katherine Miller, Successor Trustee of the
 Revocable Trust Agreement of Louise Roeth Schmidt dated the 19th day of May, 1993
 13 Arapaho Drive
 Lot 8, Block 6
72. Mary Katherine Miller, Successor Trustee of the
 Revocable Trust Agreement of Louise Roeth Schmidt dated the 19th day of May, 1993
 11 Arapaho Drive
 Lot 9, Block 6
73. Lester T. Jackson
 Revocable Trust Agreement of Louise Roeth Schmidt dated the 19th day of May, 1993
 9 Arapaho Drive
 Lot 10, Block 6
74. Frances Opitz as Trustee of The Frances Opitz
 Living Trust dated June 21, 2005
 7 Arapaho Drive
 Lot 11, Block 6
75. Kenneth E. Bender
 5 Arapaho Drive
 Lot 12, Block 6
76. Floyd H. & Kathy H. Justice
 3 Arapaho Drive
 Lot 13, Block 6
77. Thaddeus, Jr. & Bonnie G. Romanowski
 1 Arapaho Drive
 Lot 14, Block 6
78. Kevin A. & Christina M. Lee
 5253 Choctaw Avenue
 Lot 15, Block 6
79. Janice M. Lose, Trustee of the Janice M. Lose
 Revocable Trust dated January 30, 2019
 7 Maya Court
 Lot 16, Block 6
80. Robert N. & Sondra K. Haines
 Conveyed to Advanta IRA Services, LLC FBO Katherine Justice IRA on February 15, 2022
 6 Maya Court
 Lot 17, Block 6
81. David E. & Michele A. McKibben
 5 Maya Court
 Lot 18, Block 6
82. Sandra Heard Ford, individually and as Trustee of
 the Sandra Heard Ford Revocable Trust dated March 29, 2017
 4 Maya Court
 Lot 1, Block 7
83. Patricia M. Veal
 3 Maya Court
 Lot 2, Block 7
84. David D. & Cathy B. Peterson and
 Richard C. & Patti A. Reynolds
 2 Maya Court
 Lot 3, Block 7
85. Sierra Dawn Ilias
 1 Maya Court
 Lot 4, Block 7
86. Douglas J. Carley
 5237 Choctaw Avenue
 Lot 5, Block 7
87. Elaine E. Leibold, Trustee of the Elaine E. Leibold
 Trust dated December 14, 1992
 5189 Choctaw Avenue
 Lot 1, Block 10
88. Lawrence J. & Gale E. Book, Trustees of the
 Book Living Trust dated March 6, 2006
 5185 Choctaw Avenue
 Lot 2, Block 10

89. Helen Stevens
5181 Choctaw Avenue
Conveyed to William C. Bannigan on July 15, 2021
Lot 3, Block 10
90. Whitney Hugh Johnson and Carol Arlene Johnson,
Co-Trustees of the Johnson Family Trust
5177 Choctaw Avenue
Lot 4, Block 10
91. George D. & Michele L. Ondeck
5173 Choctaw Avenue
Lot 5, Block 10
92. Robert J. Klenck and Patricia M. Gibson
5169 Choctaw Avenue
Lot 6, Block 10
93. James H. & Bethany H. Plowman
5163 Choctaw Avenue
Lot 7, Block 10
94. Deecee D. Haslett
5161 Choctaw Avenue
Lot 8, Block 10
95. Jack, Jr. & Donna M. Madison
5159 Choctaw Avenue
Lot 9, Block 10
96. Peggy M. Butler
5151 Choctaw Avenue
Lot 10, Block 10
97. Forrest B. & Cynthia B. Edgar
5147 Choctaw Avenue
Lot 11, Block 10
98. Gregory J. & Shannon G. Addison
5143 Choctaw Avenue
Lot 12, Block 10
99. Katherine Justice
5139 Choctaw Avenue
Lot 13, Block 10
100. Elizabeth A. Kennedy, Sharon K. Halley and
Linda D. Larson
5135 Choctaw Avenue
Lot 14, Block 10
101. Tracey L. Eiland
5131 Choctaw Avenue
Lot 15, Block 10
102. Lewis B. & Deborah P. Charkosky
5127 Choctaw Avenue
Lot 16, Block 10
103. Kenneth S. & Julia Johnson
5123 Choctaw Avenue
Conveyed to Deborah P. Charkosky on October 26, 2021
Lot 17, Block 10
104. Melba J. Metzelaars
5119 Choctaw Avenue
Conveyed to Landmark Development Group, LLC a Wyoming limited liability company on November 27, 2021
Lot 18, Block 10
105. Frank J. Millsop
5117 Choctaw Avenue
Lot 19, Block 10
106. Gina A. Durnak
5113 Choctaw Avenue
Lot 20, Block 10
107. Beverly E. Brooks
5109 Choctaw Avenue
Conveyed to Stephen & Rachel H. Brooks on September 23, 2021
Lot 21, Block 10
108. Timothy D. & Cynthia L. Steiner
5089 Shoshone Drive
Lot 22, Block 10
109. Timothy D. & Cynthia L. Steiner
5089 Shoshone Drive
Lot 23, Block 10
110. Edward E. & Vivienne R. Patterson
5087 Shoshone Drive
Lot 24, Block 10
111. Maurice D. Moore
5085 Shoshone Drive
Lot 25, Block 10
112. Cheryl Zipay Kirby
5083 Shoshone Drive
Conveyed to Cheryl Z. Kirby, Trustee of the Michael and Cheryl Z. Kirby
Lot 26, Block 10

Family Living Trust dated October 31, 2019 on August 24, 2021

113. Christopher & Mariam Strong	5081 Shoshone Drive	Lot 27, Block 10
114. Orlando A. Barnabei	5079 Shoshone Drive	Lot 28, Block 10
115. Steven L. & Melissa J. Brendtro	5077 Shoshone Drive	Lot 29, Block 10
116. James C. & Nancy M. Cooper	5550 Navaho Drive	Lot 1, Block 12
117. Mark W. & Melanie A. Wiggins	5229 Choctaw Avenue	Lot 2, Block 12
118. Vivian M. Kerr-Luce	5225 Choctaw Avenue	Lot 3, Block 12
119. Herman E. & Janet F. Marks	5221 Choctaw Avenue	Lot 4, Block 12
120. Joshua & Heidi Spiess	5217 Choctaw Avenue	Lot 5, Block 12
121. Jerry L. & Carolyn L. Miller	5213 Choctaw Avenue	Lot 6, Block 12
122. John E. & Louella J. Feran	5209 Choctaw Avenue	Lot 7, Block 12
123. Deecee D. Haslett	5205 Choctaw Avenue	Lot 8, Block 12
124. Michael D. Tessier	5201 Choctaw Avenue	Lot 9, Block 12
125. Keith Reinke	5197 Choctaw Avenue	Lot 10, Block 12
Conveyed to Jeff E. & Lisa Beyer on November 3, 2021.		
126. Justin & Hollie Ellis	5193 Choctaw Avenue	Lot 11, Block 12
127. Jerry L. & Dolores D. Unruh	1 Pueblo Drive	Lot 1, Block 13
128. Joyce C. Chandler	5176 Choctaw Avenue	Lot 2, Block 13
129. Stephen J. Pollak	5172 Choctaw Avenue	Lot 3, Block 13
130. Catrina R. Nicolas	5168 Choctaw Avenue	Lot 4, Block 13
131. Susan K. Thomas	5164 Choctaw Avenue	Lot 5, Block 13
132. Andrew P., IV and Sheri D. Grabus	5160 Choctaw Avenue	Lot 6, Block 13
133. John R., III & Mercedes Branigan	5156 Choctaw Avenue	Lot 7, Block 13
134. John R., III & Mercedes Branigan	5152 Choctaw Avenue	Lot 8, Block 13
135. Bobby G., Jr. & Rebecca S. Kincaid	5148 Choctaw Avenue	Lot 9, Block 13
136. Elizabeth J. Ghertler	5144 Choctaw Avenue	Lot 10, Block 13
137. William M. & Victoria L. Stephens	5140 Choctaw Avenue	Lot 11, Block 13
138. Bruce A. Baron	5136 Choctaw Avenue	Lot 12, Block 13
139. Katherine B. Justice	5132 Choctaw Avenue	Lot 1, Block 14
140. John B. & Faye Q. Craigie	5128 Choctaw Avenue	Lot 2, Block 14
141. Randall L. & Pamela M. Weisman	5124 Choctaw Avenue	Lot 3, Block 14

142. Randall L. & Pamela M. Weiseman
 143. Randall L. & Pamela M. Weiseman
 144. Timothy W. & Robin Tracy
 145. Timothy W. & Robin Tracy
 146. Christina A. Steffen, Marshall Holtsclaw, II
 and Colleen M. Rull
 147. Edward W. Smet, Individually and as Trustee
 under the Revocable Living Trust Agreement of Edward W. Smet dated March 5, 2013
 148. Janet B. Struck
 149. Diane H. & John Ackerman
 150. Thomas W. & Frances H. Schnare
 Conveyed to William C. Schnare on August 23, 2021
 151. Carol W. Bennett
 152. Rocky Mountain Aircraft Leasing LLC
 Conveyed to Noah & Taylor Kainrad on March 10, 2022.
 153. Jerry D. & Kathleen M. Lacy
 Conveyed to Matthew M. & Amy B. Thiede on August 9, 2021
 154. Frances Opitz as Trustee of The Frances Opitz
 Living Trust dated June 21, 2005
 155. Brandenn S. Janssen & Rachel Battiste-Janssen
- 5120 Choctaw Avenue
 5116 Choctaw Avenue
 5100 Blk. Choctaw Avenue
 Choctaw Avenue
 5104 Choctaw Avenue
 5100 Choctaw Avenue
 Choctaw Avenue
 5090 Shoshone Drive
 5088 Shoshone Drive
 5086 Shoshone Drive
 5084 Shoshone Drive
 5082 Shoshone Drive
 5080 Shoshone Drive
 5078 Shoshone Drive
- Lot 4, Block 14
 Lot 5, Block 14
 Lot 6, Block 14
 Lot 7, Block 14
 Lot 8, Block 14
 Lot 9, Block 14
 Lot 1, Block 15
 Lot 1, Block 16
 Lot 2, Block 16
 Lot 3, Block 16
 Lot 4, Block 16
 Lot 5, Block 16
 Lot 6, Block 16
 Lot 7, Block 16

This document prepared by:
Suzanne Blankenship, Esquire
30 S. Spring Street
Pensacola, FL 32502
(850) 433-6581
Our File No. 16075-156270

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2022091313 9/8/2022 3:00 PM
OFF REC BK: 8855 PG: 1020 Doc Type: CER
Recording \$299.00

CERTIFICATE OF RECORDING

DECLARATION OF PERDIDO BAY COUNTRY CLUB ESTATES UNIT 2

We, Donald Loerch, President of Perdido Bay Country Club Estates Homeowner's Association, Inc. and Patty Veal, Secretary of Perdido Bay Country Club Estates Homeowner's 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 of Perdido Bay Country Club Estates Unit 2. (the "Declaration").
2. Certified copy of the Articles of Incorporation (as Exhibit "C" to the Declaration).
3. Bylaws of the Association (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 "A" to the Declaration).

Dated this 6th day of September, 2022.

Perdido Bay Country Club Estates Homeowner's
Association, Inc., a Florida Not-for-Profit
Corporation

By: 
Donald Loerch, Its President

ATTEST:

Patticia M. Veal
Patty Veal, Its Secretary
Patticia

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this 6th day of September 2022 by Donald Loerch, President Perdido Bay Country Club Estates Homeowner's Association, Inc. who is personally known to me or who produced FL Drivers License as identification.



LINDSAY D. BOULER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

Lindsay B.
NOTARY PUBLIC
Print Name: Lindsay Bouler
Notary Public, State of Florida
Commission Number GG261131
My Commission Expires: 9/23/22

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this 6th day of September 2022, by Patty Veal, Secretary of Perdido Bay Country Club Estates Homeowner's Association, Inc. who is personally known to me or who produced FL Drivers License as identification.



LINDSAY D. BOULER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

Lindsay B.
NOTARY PUBLIC
Print Name: Lindsay Bouler
Notary Public, State of Florida
Commission Number GG261131
My Commission Expires: 9/23/22

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF PERDIDO BAY COUNTRY CLUB ESTATES, UNIT NO. 2

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 Country Club Estates, Unit No. 2 (a residential subdivision according to the plat thereof recorded in Plat Book 6, Page 50, Public Records of Escambia County, Florida) pursuant to Chapter 720, Part III, Florida Statutes.

Perdido Bay County Club Estates, Inc., a Florida Corporation (herein referred to as "Declarant") recorded the covenants, restrictions, reservations and servitudes on the forgoing described property in Official Records Book 193, Page 684 in the Public Records of Escambia County, Florida. 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 712 and Chapter 720, Part III, Florida Statutes, the organizing committee consisting of Jessica Block, Kathleen Lacy and Natalie Tremblay, 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 graphic depiction of the real property subject to the Revived Declaration is attached as Exhibit "C". The Declarant recorded a Transfer of Rights, Powers and Duties dated December 3, 1987, in Official Records Book 2487, Page 305 of the Public Records of Escambia County, Florida to Perdido Bay Country Club Homeowners' Association. All attachments are incorporated into and made a part of this Revived Declaration.

Covenant 1:

All lots in the subdivision, Perdido Bay Country Club Estates, Unit No. 1, 2, and 4, shall be known, described, used, and occupied as residential lots only. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two stories in height and a private garage attached to the main building for not more than three cars, and a servant's room, tool room or laundry attached to the ground floor of the garage. Over the garage apartments shall not be permitted.

Covenant 2:

No building or structure shall be constructed or erected on or moved to any of the said lots. Once a home is placed thereon it shall not be altered until the plans and specifications have been submitted to and approved in writing by the architectural committee of the Perdido Bay Country Club Homeowner's Association as to design, quality of workmanship and the materials of which it will be constructed, location with respect to topography and finish grade elevation. As a minimum, building plans shall include: floor plans; elevation drawings for front, rear and side views; and plot plan showing

location of house, porches, decks, patios, driveways, walkways, fences and any other pertinent structure. Plans and specifications shall identify all exterior building materials and features. The Association shall approve or reject the aforesaid plans within 30 days after they have been submitted. Disapproval by the Association of such plans or specifications will be final and may be for any reason which the Association considers to be in the best interest of the community. The property owner is responsible for cleanliness of the construction site. Scrap materials shall not be allowed to clutter the site, nor should any material be allowed to blow or wash into the street or surrounding property.

Covenant 3:

No one story residential structure shall be erected or placed on any lot with a ground floor living area of the main structure, exclusive of one story open porches, carports, and garages, of less than 1700 square feet; and no one and one-half or two story structures, exclusive of one story open porches, carports, and garages, shall have a ground floor area of the main structure of less than 1400 square feet and a total area of less than 1900 square feet. The above restriction shall not apply to any structures in existence prior to the date of recording of this instrument.

Covenant 4:

No building shall be located on any lot in said subdivision nearer than 25 feet to any front lot line nor nearer than 10% of the average width of the lot to any side lot line.

Covenant 5:

All garbage receptacles must be stored in such a manner as to restrict direct observation from either the street or golf course. They shall be placed curbside no earlier than the evening prior to scheduled pickup, and removed prior to the evening following pickup.

Covenant 6:

No outside clothes lines (except enclosed drying yard adjacent to dwelling) or other items detrimental to the appearance of the subdivision shall be permitted on any lot of common use area. These items shall include, but are not limited to, satellite antennas, boats, recreational vehicles, vehicles parked on lawns or placed on blocks, and vehicles with more than 2 axles or 4 wheels. Items that are tastefully enclosed or garaged will be exempt. Recreational vehicles belonging to house guests shall be permitted for a period not to exceed 30 days. Notwithstanding the foregoing, pursuant to Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission adopted the Over-the-Air Reception Devices ("OTARD") rule concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites ("DBS"), broadband radio service providers (formerly multichannel multipoint distribution service or MMDS), and television broadcast stations ("TVBS"). The rule (47 C.F.R. Section 1.4000) prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (or of any size in Alaska), TV antennas, and wireless cable antennas. Therefore, any such devices must be located to eliminate or minimize visibility from the street, common areas or adjoining lots to the extent that such restriction does not: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal. To protect the health and

safety of all Owners and occupants, any such installations must comply with applicable fire codes, maintain a safe distance from power lines, and be properly secured.

Covenant 7:

No fence shall be erected nearer to the front lot line than the rear of the residential structure on that lot, provided, however, that this restriction does not apply to a fence or hedge not over 4 feet high that does not extend closer to the curb than the residential structure. Fences on corner or other irregular shaped lots shall be symmetrically situated, i.e., equidistant from fence to curb. The erection of chain link fence is discouraged. Fences required to comply with county or state law will be exempted upon written submission to the Perdido Bay Country Club Homeowner's Association by the property owner setting forth the legal requirements and the owner's intentions. This restriction shall not apply to fences in existence prior to the date of recording this instrument.

Covenant 8:

No trailer, house trailer, recreational vehicle, tent, shack, garage or other out-building erected in this subdivision shall at any time be used as a residence nor shall any structure of a temporary character be used as a residence. Recreational vehicles belonging to house guests shall be permitted for a period not to exceed 30 days.

Covenant 9:

No noxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Covenant 10:

No person shall have, keep or maintain on any lot in the subdivision any fowl or animal, domestic or otherwise, except household pets. Pets shall not be kept in such numbers as to be an annoyance to other owners in the subdivision. Applicable leash laws shall be enforced.

Covenant 11:

No lot or lots in the subdivision or any building erected thereon shall at any time be used for the purpose of any trade, business, manufacture or public amusement.

Covenant 12:

All vacant lots shall be kept free of accumulations of brush, trash, junk or other material which may constitute a fire hazard or render the lot unsightly, and after giving 5 days written notice to the owner, the Perdido Bay Country Club Homeowner's Association reserved the right of entry on vacant lot for the purpose of clearing away any such accumulations, assessing the reasonable cost thereof against the owner.

Covenant 13:

No sign or any other form of advertising media shall be displayed by any owner, lessee or any other person on the exterior of any building or grounds within Perdido Bay Country Club Estates without the prior written consent by the Perdido Bay Country Club Homeowner's Association.

Covenant 14:

No privy or other outside toilet facilities shall be constructed or maintained on any lot. Sewage shall be disposed of only by means of a proper connection with public sewage line in accordance with regulations of the Board of Health of the State of Florida. Lots with homes under construction will be permitted to maintain a commercial rental toilet for the convenience of the construction workers.

Covenant 15:

No individual water systems or wells shall be allowed in the subdivision except for the sole purpose of providing water for a lawn sprinkler system and heating and cooling systems. All individual wells installed will be in accordance with local and state regulations.

Covenant 16:

The Perdido Bay Country Club Homeowner's Association or someone acting on behalf of the Perdido Bay Country Club Homeowner's Association, after giving 5 days written notice to the lot owner, may enter upon any lot or lots upon which any structures or nuisances have been erected or maintained contrary to any of these covenants, and remove said objectionable structure or nuisance, without liability for damages for such action, assessing the reasonable cost thereof against the owner.

Covenant 17:

If any owner or occupant of any lot in the subdivision shall violate or attempt to violate any of these covenants and the restrictions while in force and effect, it shall be lawful for the Perdido Bay Country Club Homeowner's Association or any person or persons owning any other lot or lots in this subdivision to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants or restrictions and either to prevent them from doing so or to recover damages or other dues for such violation.

Covenant 18:

The provisions herein contained shall run with and bind the land and inure to the benefit of and be enforceable as provided herein and shall be a part of all deeds and contracts for conveyance for any and all lots in this subdivision and shall be binding on all parties and person claiming under them until these restrictions are waived in writing by a majority of then record owners of lots in the subdivision.

Covenant 19:

The failure by the Perdido Bay Country Club Homeowner's Association or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to default occurring prior or subsequent thereto; and the declared invalidity of any one or more of the provisions herein shall not affect the validity of the others.

Covenant 20:

Any and all the rights and powers, title, easements and estates reserved or given to the Perdido Bay Country Club Homeowner's Association in this contract may be assigned by it to any one or more corporations or associations that will agree to assume said rights, powers, title, easements, and estates and shall carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall thereupon have the same rights, powers,

title, easements and estate and shall be subject to the same obligations and duties, with respect to land area concerned, as or given to and assumed by the Perdido Bay Country Club Homeowner's Association.

Covenant 21:

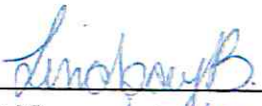
All of the above covenants shall remain in force for a period of thirty (30) years from the date of recordation, and shall be automatically renewed for each 10 year period thereafter, unless owners of a majority of the lots in this subdivision shall, at least six months prior to any such renewal date, agree in writing to a change in or any abrogation to any of the above covenants, and record such in writing so amending the aforesaid covenant.

IN WITNESS WHEREOF, by written agreement of a majority of the affected parcel owners in Perdido Bay Country Club Estates, Unit No. 2, pursuant to Chapter 712 and Chapter 720, Part III, Florida Statutes, the Organizing Committee has caused this instrument to be executed as of this 6th day of September, 2022.

Signed, sealed and delivered in the presence of:


Print Name: Melanie Crooke

By: 
Jessica Block, member of
organizing committee



Print Name: Lindsay Bouler

Acknowledged before me by means of physical presence or online notarization on this the 6th day of September, 2022, by Jessica Block.

Personally Known

OR

Produced Identification
Type of ID produced: FL Drivers License


Notary Public, State of Florida
Print, type or stamp commissioned
name of Notary Public:



LINDSAY D. BOULER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

[Signature]
Print Name: Melanie Crooke

By: [Signature]
Kathleen Lacy, member of
organizing committee

[Signature]
Print Name: Lindsay Bouler

Acknowledged before me by means of physical presence or online notarization on this
the 25th day of August, 2022, by Kathleen Lacy.

Personally Known
OR



LINDSAY D. BOULER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

[Signature]
Notary Public, State of Florida
Print, type or stamp commissioned
name of Notary Public:

Produced Identification
Type of ID produced: FL Drivers License

[Signature]
Print Name: Rebecca Spurgin

By: [Signature]
Natalie Tremblay, member of
organizing committee

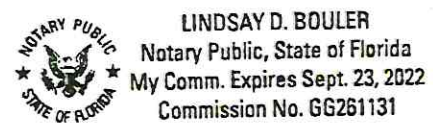
[Signature]
Print Name: Lindsay Bouler

Acknowledged before me by means of physical presence or online notarization on this
the 30th day of August, 2022, by Natalie Tremblay.

Personally Known
OR

[Signature]
Notary Public, State of Florida
Print, type or stamp commissioned
name of Notary Public:

Produced Identification
Type of ID produced: FL Drivers License



Perdido Bay Country Club Estates Homeowner's Association, Inc., a Florida Not-for-Profit Corporation

By: [Signature]
Donald Loerch, Its President

ATTEST:

[Signature: Patricia M Veal]
Patricia
Patty Veal, Its Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 6th day of September 2022 by Donald Loerch, President Perdido Bay Country Club Estates Homeowner's Association, Inc. who is personally known to me or who produced FL Drivers License as identification.



LINDSAY D. BOULTER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

[Signature: Lindsay Boulter]
NOTARY PUBLIC
Print Name: Lindsay Boulter
Notary Public, State of Florida
Commission Number GG261131
My Commission Expires: 9/23/22

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 6th day of September 2022, by Patty Veal, Secretary of Perdido Bay Country Club Estates Homeowner's Association, Inc. who is personally known to me or who produced FL Drivers License as identification.



LINDSAY D. BOULTER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

[Signature: Lindsay Boulter]
NOTARY PUBLIC
Print Name: Lindsay Boulter
Notary Public, State of Florida
Commission Number GG261131
My Commission Expires: 9/23/22

EXHIBIT A

All lots in Perdido Bay Country Club Estates, Unit No. 2, according to plat thereof, recorded in Plat Book 6, at page 50 of the Public Records of Escambia County, Florida; excluding Lot 1, Block 18 and Lot 18, Block 18.

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

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

All parcels part of Perdido Bay County Club Estates, Unit 2, a planned subdivision, according to plat recorded in Plat Book 6 at page 50 of the public records of said county.

<u>OWNER(S)</u>	<u>ADDRESS</u>	<u>LOT</u>
1. Donald G. and Tina E. Gibson, Trustees of the Donald G. Gibson and Tina Emma Gibson Living Trust dated 6/5/18	5075 Shoshone Drive	Lot 30, Block 10
2. Patricia A. Lee and Bonnie S. Canfield	12 Pamlico Circle	Lot 31, Block 10
3. Micah & Katherine E. Skinner	11 Pamlico Circle	Lot 32, Block 10
4. Consuelo Correa Roche	10 Pamlico Circle	Lot 33, Block 10
5. Edmon Earl Betts and Tenille D. Smith, LLC	9 Pamlico Circle	Lot 34, Block 10
6. Luis F. Febus Ortiz and Andrea E. Traphagen	8 Pamlico Circle	Lot 35, Block 10
7. Jesse K. Posey conveyed to Jesse K. & Maria De Los Angeles Posey on September 27, 2021	7 Pamlico Circle	Lot 36, Block 10
8. Perdido Bay Golf, LLC	Pamlico Circle	Lot 37, Block 10
9. Edward A. & Shana Lee DeJaynes	5 Pamlico Circle	Lot 38, Block 10
10. James Thomson	4 Pamlico Circle	Lot 39, Block 10
11. Eric P. & Christine D. Ericson conveyed to Jerry D. & Kathleen M. Lacy dated August 27, 2021	3 Pamlico Circle	Lot 40, Block 10
12. Christin W. Nelson & Michael Hopkins	2 Pamlico Circle	Lot 41, Block 10
13. Christine A. Linn and Theresa M. Rhodes	1 Pamlico Circle	Lot 42, Block 10
14. Vicki A. Crossley	5071 Shoshone Drive	Lot 43, Block 10
15. Ronald J. & Cynthia F. Mosefich	5067 Shoshone Drive	Lot 44, Block 10
16. Katherine A. McCabe	5065 Shoshone Drive	Lot 45, Block 10
17. James C. & Erica L. Strain	5063 Shoshone Drive	Lot 46, Block 10



18. Heather Cox	5059 Shoshone Drive	Lot 47, Block 10
19. Jason D. & Natalie Tremblay	5055 Shoshone Drive	Lot 48, Block 10
20. Mark T. Errebo	5051 Shoshone Drive	Lot 49, Block 10
21. Russell B., Jr. & Dalia Travis	5047 Shoshone Drive	Lot 50, Block 10
22. Dalia F. Travis as Trustee of The Dalia Figueroa Travis Revocable Trust Agreement	5043 Shoshone Drive	Lot 51, Block 10
23. Lucas M. & Shonna M. Santa Cruz conveyed to Donald W. & Hatice S. Powers on August 26, 2021	5039 Shoshone Drive	Lot 52, Block 10
24. Charles C. Menzie	5035 Shoshone Drive	Lot 53, Block 10
25. Deborah Borders Conveyed to Terry L. & Deborah R. Borders on October 22, 2021	5031 Shoshone Drive	Lot 54, Block 10
26. Richard J. & Diane C. Schgallis	5027 Shoshone Drive	Lot 55, Block 10
27. Irene Gill as Trustee of the Gill Family Revocable Trust Dated April 13, 2016	5023 Shoshone Drive	Lot 56, Block 10
28. Helen & Stephan M. Diamond	5019 Shoshone Drive	Lot 57, Block 10
29. Robert & Nancy Kempker	5015 Shoshone Drive	Lot 58, Block 10
30. Michael W. & Lisa E. Donathan, as Trustees of the Donathan Family Trust, dated July 6, 2018	5011 Shoshone Drive	Lot 59, Block 10
31. Steven P. & Melanie D. Thrasher	5007 Shoshone Drive	Lot 60, Block 10
32. Michael R. & Rebecca A. Sablowski conveyed to John, Jr. & Kimberly R. Bonham on September 10, 2021	5003 Shoshone Drive	Lot 61, Block 10
33. Jeffrey D. & Jessica Block	5076 Shoshone Drive	Lot 8, Block 16
34. Emily Carter Bondurant, Trustee of the Emily Carter Bondurant Revocable Trust	5074 Shoshone Drive	Lot 9, Block 16
35. William Liesenfelder	5072 Shoshone Drive	Lot 10, Block 16
36. Mary Lou Platt	5070 Shoshone Drive	Lot 11, Block 16
37. Timothy W. Tracy	5068 Shoshone Drive	Lot 12, Block 16
38. Brian M. Lee	5000 Shoshone Drive	Lot 1, Block 17
39. Lynette R. Kiser	5002 Shoshone Drive	Lot 2, Block 17
40. Gene's Floor Covering, Inc.	5006 Shoshone Drive	Lot 3, Block 17
41. Shannon & Heather Janssen	5010 Shoshone Drive	Lot 4, Block 17

42. Jojeana M. Jernigan	5014 Shoshone Drive	Lot 5, Block 17
43. Lowell & Carol Damron	5000 Blk. Shoshone Drive	Lot 6, Block 17
44. Lennie Ann Foster, Trustee or the successors in trust under the Lennie Ann Foster Living Trust dated December 8, 2014	5022 Shoshone Drive	Lot 7, Block 17
45. Sharon L. Cook	5026 Shoshone Drive	Lot 8, Block 17
46. Monte D. Picker	5030 Shoshone Drive	Lot 9, Block 17
47. Wanda L. Wigley	5034 Shoshone Drive	Lot 10, Block 17
48. Daniel J. & Antoinette N. Blynn	5038 Shoshone Drive	Lot 11, Block 17
49. Shannon D. Kennedy	5042 Shoshone Drive	Lot 12, Block 17
50. Hester A. Boucher & Dina B. Demarest	5046 Shoshone Drive	Lot 13, Block 17
51. Paul D. Bumann & Meredith L. Somerset-Bumann	5052 Shoshone Drive	Lot 14, Block 17
52. John M. Adams	5056 Shoshone Drive	Lot 15, Block 17
53. Wilfredo & Marta Torres	5060 Shoshone Drive	Lot 16, Block 17
54. Mariano Real Estate Group, LLC	5064 Shoshone Drive	Lot 17, Block 17

This document prepared by:
Suzanne Blankenship, Esquire
30 S. Spring Street
Pensacola, FL 32502
(850) 433-6581
Our File No. 16075-156270

CERTIFICATE OF RECORDING

DECLARATION OF PERDIDO BAY COUNTRY CLUB ESTATES UNIT #4

We, Donald Loerch, President of Perdido Bay Country Club Estates Homeowner's Association, Inc. and Patty Veal, Secretary of Perdido Bay Country Club Estates Homeowner's 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 of Perdido Bay Country Club Estates Unit #4. (the "Declaration").
2. Certified copy of the Articles of Incorporation (as Exhibit "C" to the Declaration).
3. Bylaws of the Association (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 "A" to the Declaration).

Dated this 25th day of August, 2022.

Perdido Bay Country Club Estates Homeowner's
Association, Inc., a Florida Not-for-Profit
Corporation

By: 
Donald Loerch, Its President

ATTEST:

Patty M Veal
Patty Veal, Its Secretary

Patterson

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of physical presence or
[] online notarization, this 25th day of August 2022 by Donald Loerch, President
Perdido Bay Country Club Estates Homeowner's Association, Inc. who is personally known to me
or who produced FL Drivers License as identification.



LINDSAY D. BOULTER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

Lindsay B
NOTARY PUBLIC
Print Name: Lindsay Boulter
Notary Public, State of Florida
Commission Number GG261131
My Commission Expires: 9/23/22

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of physical presence or
[] online notarization, this 6th day of September 2022, by Patty Veal, Secretary of
Perdido Bay Country Club Estates Homeowner's Association, Inc. who is personally known to me
or who produced FL Drivers License as identification.



LINDSAY D. BOULTER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

Lindsay B
NOTARY PUBLIC
Print Name: Lindsay Boulter
Notary Public, State of Florida
Commission Number GG261131
My Commission Expires: 9/23/22

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF PERDIDO BAY COUNTRY CLUB ESTATES, UNIT NO. 4

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 Country Club Estates, Unit No. 4 (a residential subdivision according to the plat thereof recorded in Plat Book 6, Page 75, Public Records of Escambia County, Florida) pursuant to Chapter 720, Part III, Florida Statutes.

Perdido Bay Country Club Estates, Inc., a Florida Corporation (herein referred to as "Declarant") recorded the covenants, restrictions, reservations and servitudes on the forgoing described property in Official Records Book 253, Page 804 in the Public Records of Escambia County, Florida. 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 712 and Chapter 720, Part III, Florida Statutes, the organizing committee consisting of Leslie Johnson, Don Loerch, and Lisa Willis, 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 graphic depiction of the real property subject to the Revived Declaration is attached as Exhibit "C". The Declarant recorded a Transfer of Rights, Powers and Duties dated December 3, 1987, in Official Records Book 2487, Page 305 of the Public Records of Escambia County, Florida. All attachments are incorporated into and made a part of this Revived Declaration.

Covenant 1:

All lots in the subdivision, Perdido Bay Country Club Estates, Units No. 1, 2, and 4, shall be known, described, used, and occupied as residential lots only. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two stories in height and a private garage attached to the main building for not more than three cars, and a servant's room, tool room or laundry attached to the ground floor of the garage. Over the garage apartments shall not be permitted.

Covenant 2:

No building or structure shall be constructed or erected on or moved to any of the said lots. Once a home is placed thereon it shall not be altered until the plans and specifications have been submitted to and approved in writing by the architectural committee of the Perdido Bay Country Club Homeowner's Association as to design, quality of workmanship and the material of which it will be

constructed, location with respect to topography and finish grade elevation. As a minimum, building plans shall include: floor plans; elevation drawings for front, rear and side views; and plot plan showing location of house, porches, decks, patios, driveways, walkways, fences and any other pertinent structure. Plans and specifications shall identify all exterior building materials and features. The Association shall approve or reject the aforesaid plans within 30 days after they have been submitted. Disapproval by the Association of such plans or specifications will be final and may be for any reason which the Association considers to be in the best interest of the community. The property owner is responsible for cleanliness of the construction site. Scrap materials shall not be allowed to clutter the site, nor should any material be allowed to blow or wash into the street or surrounding property.

Covenant 3:

No one story residential structure shall be erected or placed on any lot with a ground floor living area of the main structure, exclusive of one story open porches, carports, and garages, of less than 1700 square feet; and no one and one-half or two story structures, exclusive of one story open porches, carports, and garages, shall have a ground floor area of the main structure of less than 1400 square feet and a total area of less than 1900 square feet. The above restriction shall not apply to any structures in existence prior to the date of recording of this instrument.

Covenant 4:

No building shall be located on any lot in said subdivision nearer than 25 feet to any front lot line nor nearer than 10% of the average width of the lot to any side lot line.

Covenant 5:

All garbage receptacles must be stored in such a manner as to restrict direct observation from either the street or golf course. They shall be placed curbside no earlier than the evening prior to scheduled pickup, and removed prior to the evening following pickup.

Covenant 6:

No outside clothes lines (except enclosed drying yard adjacent to dwelling) or other items detrimental to appearance of the subdivision shall be permitted on any lot or common use area. These items shall include, but are not limited to, satellite antennas, boats, recreational vehicles, vehicles parked on lawns or placed on blocks, and vehicles with more than 2 axles or 4 wheels. Items that are tastefully enclosed or garaged will be exempt. Recreational vehicles belonging to house guests shall be permitted for a period not to exceed 30 days. Notwithstanding the foregoing, pursuant to Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission adopted the Over-the-Air Reception Devices ("OTARD") rule concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites ("DBS"), broadband radio service providers (formerly multichannel multipoint distribution service or MMDS), and television broadcast stations ("TVBS"). The rule (47 C.F.R. Section 1.4000) prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. The rule applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (or of any size in Alaska), TV antennas, and wireless cable antennas. Therefore, any such devices must be located to eliminate or minimize visibility from the street, common areas or adjoining Lots to the extent that such restriction does not: (1) unreasonably

delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal. To protect the health and safety of all Owners and occupants, any such installations must comply with applicable fire codes, maintain a safe distance from power lines, and be properly secured.

Covenant 7:

No fence shall be erected nearer to the front lot line than the rear of the residential structure on that lot, provided, however, that this restriction does not apply to a fence or hedge not over 4 feet high that does not extend closer to the curb than the residential structure. Fences on corner or other irregular shaped lots shall be symmetrically situated, i.e., equidistance from fence to curb. The erection of chain link fence is discouraged. Fences required to comply with county or state law will be exempted upon written submission to the Perdido Bay Country Club Homeowner's Association by the property owner setting forth the legal requirements and the owner's intentions. This restriction shall not apply to fences in existence prior to the date of recording this instrument.

Covenant 8:

No trailer, house trailer, recreational vehicle, tent, shack, garage or other out-building erected in this subdivision shall at any time be used as a residence nor shall any structure of a temporary character be used as a residence. Recreational vehicles belonging to house guests shall be permitted for a period not to exceed 30 days.

Covenant 9:

No noxious or offensive trade or activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Covenant 10:

No person shall have, keep or maintain on any lot in the subdivision any fowl or animal, domestic or otherwise, except household pets. Pets shall not be kept in such numbers as to be an annoyance to other owners in the subdivision. Applicable leash laws shall be enforced.

Covenant 11:

No lot or lots in the subdivision or any building erected thereon shall at any time be used for the purpose of any trade, business, manufacture or public amusement.

Covenant 12:

All vacant lots shall be kept free of accumulations of brush, trash, junk or other material which may constitute a fire hazard or render the lot unsightly, and after giving 5 days written notice to the owner, the Perdido Bay Country Club Homeowner's Association reserves the right of entry on vacant lot for the purpose of clearing way any such accumulations, assessing the reasonable cost thereof against the owner.

Covenant 13:

No sign or any other form of advertising media shall be displayed by any owner, lessee or any other person on the exterior of any building or grounds within Perdido Bay Country Club Estates without prior written consent by the Perdido Bay Country Club Homeowner's Association.

Covenant 14:

No privy or other outside toilet facilities shall be constructed or maintained on any lot. Sewage shall be disposed of only by means of a proper connection with public sewage line in accordance with regulations of the Board of Health of the State of Florida. Lots with homes under construction will be permitted to maintain a commercial rental toilet for the convenience of the construction workers.

Covenant 15:

No individual water systems or wells shall be allowed in the subdivision except for the sole purpose of providing water for a lawn sprinkler system and heating and cooling systems. All individual wells installed will be in accordance with local and state regulations.

Covenant 16:

The Perdido Bay Country Club Homeowner's Association or someone acting on behalf of the Perdido Bay Country Club Homeowner's Association, after giving 5 days written notice to the lot owner, may enter upon any lot or lots upon which any structures or nuisances have been erected or maintained contrary to any of these covenants, and remove said objectionable structure or nuisance, without liability for damages for such action, assessing the reasonable cost thereof against the owner.

Covenant 17:

If any owner or occupant of any lot in the subdivision shall violate or attempt to violate any of these covenants and the restriction while in force and effect, it shall be lawful for the Perdido Bay Country Club Homeowner's Association or any person or persons owning any other lot or lots in this subdivision to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants or restrictions and either to prevent them from doing so to recover damages or other dues for such violation.

Covenant 18:

The provisions herein contained shall run with and bind the land and inure to the benefit of and be enforceable as provided herein and shall be a part of all deeds and contracts for conveyance for any and all lots in this subdivision and shall be binding on all parties and persons claiming under them until these restrictions are waived in writing by a majority of then record owners of lots in the subdivision.

Covenant 19:

The failure by the Perdido Bay Country Club Homeowner's Association or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto; and the declared invalidity of any one or more of the provisions herein shall not affect the validity of the others.

Covenant 20:

Any and all the rights and powers, titles, easements and estates reserved or given to the Perdido Bay Country Club Homeowner's Association in this contract may be assigned by it to any one or more corporations or associations that will agree to assume said rights, powers, title, easements, and estates and shall carry on and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall thereupon have the same rights, powers, title, easements, and estate and shall be subject to the same obligations and duties, with respect to land area concerned, as or given to and assumed by the Perdido Bay Country Club Homeowner's Association.

Covenant 21:

All of the above covenants shall remain in force for a period of thirty (30) years from the date of recordation, and shall be automatically renewed for each 10 year period thereafter, unless owners of a majority of the lots in this subdivision shall, as least six months prior to any such renewal date, agree in writing to a change in or any obrogation of any of the above covenants, and record such in writing so amending the aforesaid covenant.

IN WITNESS WHEREOF, by written agreement of a majority of the affected parcel owners in Perdido Bay Country Club Estates, Unit No. 4 pursuant to Chapter 712 and Chapter 720, Part III, Florida Statutes, the Organizing Committee has caused this instrument to be executed as of this 25th day of August, 2022.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: Melanie Crooke

By: [Signature]
Leslie Johnson, member of organizing committee

[Signature]
Print Name: Lindsay Bowler

Acknowledged before me by means of physical presence or [] online notarization on this the 25th day of August, 2022, by Leslie Johnson, Member of the Organizing Committee of Perdido Bay Country Club Estates Homeowner's Association, Inc.

 Personally Known

OR

Produced Identification
Type of ID produced: FL Drivers License

[Signature]
Notary Public, State of Florida
Print, type or stamp commissioned name of Notary Public:



LINDSAY D. BOULER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

Melanie Crooke
Print Name: Melanie Crooke

By: Donald Loerch
Donald Loerch, member of
organizing committee

Lindsay Bouler
Print Name: Lindsay Bouler

Acknowledged before me by means of physical presence or online notarization on this
the 25th day of August, 2022, by Donald Loerch, Member of the Organizing Committee of
Perdido Bay Country Club Estates Homeowner's Association, Inc.

Personally Known

OR

Produced Identification
Type of ID produced: FL Drivers Licensed

Lindsay Bouler
Notary Public, State of Florida
Print, type or stamp commissioned
name of Notary Public:



LINDSAY D. BOULER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

Emily Madigan
Print Name: Emily Madigan

By: Lisa Willis
Lisa Willis, member of
organizing committee

Lindsay Bouler
Print Name: Lindsay Bouler

Acknowledged before me by means of physical presence or online notarization on this
the 20th day of September, 2022, by Lisa Willis, Member of the Organizing Committee of Perdido
Bay Country Club Estates Homeowner's Association, Inc.

Personally Known

OR

Produced Identification
Type of ID produced: FL Drivers License

Lindsay Bouler
Notary Public, State of Florida
Print, type or stamp commissioned
name of Notary Public:



LINDSAY D. BOULER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

Perdido Bay Country Club Estates Homeowner's Association, Inc., a Florida Not-for-Profit Corporation

By: [Signature]
Donald Loerch, Its President

ATTEST:

[Signature]

Patty Veal, Its Secretary

Patrice

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 25th day of August 2022 by Donald Loerch, President Perdido Bay Country Club Estates Homeowner's Association, Inc. who is personally known to me or who produced FL Drivers License as identification.



LINDSAY D. BOULTER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

[Signature]
NOTARY PUBLIC
Print Name: Lindsay Boulter
Notary Public, State of Florida
Commission Number _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 6th day of September 2022, by Patty Veal, Secretary of Perdido Bay Country Club Estates Homeowner's Association, Inc. who is personally known to me or who produced FL Drivers License as identification.



LINDSAY D. BOULTER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131

[Signature]
NOTARY PUBLIC
Print Name: Lindsay Boulter
Notary Public, State of Florida
Commission Number GG261131
My Commission Expires: 9/23/22

EXHIBIT A

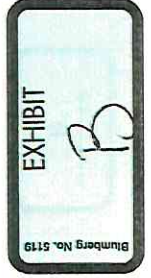
All lots in Perdido Bay Country Club Estates, Unit #4, according to Plat thereof, recorded in Plat Book 6, at Page 75, all of the public records of Escambia County, Florida.

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

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

All parcels part of Perdido Bay Country Club Estates, Unit 4, a planned subdivision, according to plat recorded in Plat Book 6 at page 75 of the public records of said county.

<u>OWNER(S)</u>	<u>ADDRESS</u>	<u>LOT</u>
1. Lucille C. & Lawrence Wright	6 Pueblo Drive	Lot 14, Block 2
2. Maria L. Leon	5187 Pale Moon Drive	Lot 15, Block 2
3. Maria L. Leon	5187 Pale Moon Drive	Lot 16, Block 2
4. George D. & Lisa R. Pafford	5191 Pale Moon Drive	Lot 17, Block 2
5. James J. Smith	2 Zuni Circle	Lot 18, Block 2
6. Bobby T. & Heather T. Pope	3 Zuni Circle	Lot 19, Block 2
7. Steven Bingert & Lisa Andresen	4 Zuni Circle	Lot 20, Block 2
8. Earl W. & Renee S. Washington	5 Zuni Circle	Lot 21, Block 2
9. Nicholas D. & Sarah J. Jones	5203 Pale Moon Drive	Lot 22, Block 2
10. Terry & Sabrina Guillory	5200 Blk. Pale Moon Drive	Lot 23, Block 2
11. James G., III & Joan B. Storms, Trustees of the James Granville Storms III Revocable Trust Agreement dated December 30, 1991	2 Papago Circle	Lot 24, Block 2
12. James W., Jr. & Meredith D. Crawford Conveyed to Jason & Heather W. Meherg on October 14, 2021	3 Papago Circle	Lot 25, Block 2
13. Jeff B. Myers & Tara L. Anthony	4 Papago Circle	Lot 26, Block 2
14. Albion & Elizabeth Giordano	5 Papago Circle	Lot 27, Block 2
15. Jerry C. & Karen M. Patee	5219 Pale Moon Drive	Lot 28, Block 2
16. Preston B. & Monica E. Astin	5223 Pale Moon Drive	Lot 29, Block 2
17. Theodore F. & Sally J. Smalley	2 Bow String Circle	Lot 30, Block 2
18. Rodney E. & Kristi L. Haynes	3 Bow String Circle	Lot 31, Block 2



19. Rodney L. & Margaret J. Sprinkle	4 Bow String Circle	Lot 32, Block 2
20. Steven R. & Simona S. Smith	5 Bow String Circle	Lot 33, Block 2
21. Raymond L. & Sherry S. Maloy	5235 Pale Moon Drive	Lot 34, Block 2
22. Thomas R. & Patricia Engel	5243 Pale Moon Drive	Lot 35, Block 2
23. Arnold R. Mills & Elisabeth Bihlmaier	3 Navaho Drive	Lot 36, Block 2
24. Stephen Beck & Jill Sensenig	5269 Pale Moon Drive	Lot 1, Block 3
Conveyed to Stephen Beck on October 6, 2021		
25. Charles A. Pascale	5265 Pale Moon Drive	Lot 2, Block 3
26. Randall & Deolinda G. Valles	5263 Pale Moon Drive	Lot 3, Block 3
27. Robert G. & Barbara A. Marrs	5251 Pale Moon Drive	Lot 4, Block 3
28. Clorinda Meadlock	4 Navaho Drive	Lot 5, Block 3
29. Daniel & Jodi M. Ring and Sean Mattson	5 Pueblo Drive	Lot 13, Block 13
30. Christopher M. & Susan G. Barra	7 Pueblo Drive	Lot 14, Block 13
31. Randy B. & Susan V. Archer	5263 Pale Moon Drive	Lot 15, Block 13
32. Donna J. Ganley, Trustee of The Donna J. Ganley Trust	5270 Pale Moon Drive	Lot 1, Block 20
33. Mark E. & Eleonora B. Doyle	5266 Pale Moon Drive	Lot 2, Block 20
34. Wilson Radding and Terrie C. Reeves	5262 Pale Moon Drive	Lot 3, Block 20
35. James H. Jr., & Carole D. Hardy	5258 Pale Moon Drive	Lot 4, Block 20
Conveyed to Stanley W., III & Stacy L. Wilson on September 30, 2021		
36. Joselito O. & Veronica D. Calle	5254 Pale Moon Drive	Lot 5, Block 20
37. Mary M. Wilson	5250 Pale Moon Drive	Lot 6, Block 20
38. Kenneth R. & Anna Mary Zimmerman, Trustees of the Zimmerman Living Trust dated August 4, 2005	5246 Pale Moon Drive	Lot 7, Block 20
39. Andrew W. & Teresa W. Cash	5242 Pale Moon Drive	Lot 8, Block 20
40. Forrest & Susan M. Wiley	5238 Pale Moon Drive	Lot 9, Block 20
41. Thomas & Khanh P. Nguyen	5234 Pale Moon Drive	Lot 10, Block 20
Conveyed to John Chadwick Thompson on November 9, 2021		
42. Robert C. Jackson	5230 Pale Moon Drive	Lot 11, Block 20
43. Mark C. & Loretta Anderson	5226 Pale Moon Drive	Lot 12, Block 20
44. Danny & Kristin Milicevic	5222 Pale Moon Drive	Lot 13, Block 20
45. Cheryl Lynn Amyx, Trustee under the Revocable Living	5218 Pale Moon Drive	Lot 14, Block 20

Trust Agreement of Cheryl Lynn Amyx dated June 26, 2019

46. Tully B. & Debra L. Schreider	5214 Pale Moon Drive	Lot 15, Block 20
47. Donald B. & Katherine M. Loerch	5210 Pale Moon Drive	Lot 16, Block 20
48. Guillermo A. & Sara L. Navarro	5206 Pale Moon Drive	Lot 17, Block 20
49. Charles L. Tinker, Trustee of the Charles L. Tinker Trust Created by Trust Agreement dated the 9 th day of February, 1999 and Mitch M. Tinker, Trustee of the Mitch M. Tinker Trust created by Trust Agreement dated the 9 th day of February, 1999	5202 Pale Moon Drive	Lot 18, Block 20
50. Lisa K. Willis	5198 Pale Moon Drive	Lot 19, Block 20
51. Lloyd A. & Leslie K. Johnson	5194 Pale Moon Drive	Lot 20, Block 20
52. Gwen R. Vigon	5190 Pale Moon Drive	Lot 21, Block 20
53. Pale Moon LLC	5186 Pale Moon Drive	Lot 22, Block 20
54. Candace D. Bennett	5182 Pale Moon Drive	Lot 23, Block 20
55. Arthur A. Thompson	5178 Pale Moon Drive	Lot 24, Block 20

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PERDIDO BAY COUNTRY CLUB ESTATES HOMEOWNER'S ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on September 16, 1996, as shown by the records of this office.

The document number of this corporation is N96000004821.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fifteenth day of November, 2021



Laurel M. Lee

Laurel M. Lee

Secretary of State

CR2E022 (01-11)

EXHIBIT

C

Blumberg No. 8119

ARTICLES OF INCORPORATION
OF

PERDIDO BAY COUNTRY CLUB ESTATES
HOMEOWNER'S ASSOCIATION, INC.
A corporation not for profit

FILED
96 SEP 16 PM 4 20
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and due hereby certify:

ARTICLE I - NAME

The name of this corporation is PERDIDO BAY COUNTRY CLUB ESTATES HOMEOWNER'S ASSOCIATION, INC., a corporation not for profit.

ARTICLE II - REGISTERED OFFICE
AND REGISTERED AGENT

The principal office of the corporation is located at 5068 Shoshone Drive, Pensacola, Florida 32507. Burton E. Strubhar, Attorney at Law, whose address is 220 West Garden Street, suite 604, Pensacola, Florida 32501 is hereby appointed the initial registered agent of this corporation. The Board of Directors may, from time to time, change the principal or registered office of the corporation as well as its registered agent in the manner provided by law.

ARTICLE III - PURPOSE AND POWERS

The corporation is formed exclusively for purposes for which a corporation may be formed under the Not-For-Profit corporation law of the State of Florida and not for any pecuniary profit or

financial gain. No part of the assets, income or profit or any part of any net earnings shall inure to the benefit of any private member. Subject to the foregoing limitation, the general purposes for which this corporation is formed are to operate and to provide for maintenance, preservation, and architectural control of the lots and any common or other areas lying within that certain tract of land situated in Escambia County, Florida, and more particularly described as follows, to wit:

All lots in Perdido Bay Country Club Estates, Unit 1, 2 and 4 according to Plat thereof, recorded in Plat Book 6, at Pages 26, 50 and 75, respectively, of the Public Records of Escambia County, Florida.

and to promote the health, safety and welfare of the residents within the above described property and any additions hereto as my hereafter be brought within the jurisdiction of this association; and in pursuit of the foregoing purposes, the Association shall have the power to:

A. Exercise all the rights, powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Restrictive Covenants recorded in the Public Records of Escambia County, Florida in O.R. Book 103, at Pages 218 through 224; Transfer of Rights, Powers and Duties recorded on O.R. Book 2487, at Pages 305 and 306; The Restrictive Covenants recorded in O.R. Book 253 at Pages 804 and 805; and The Restrictive Covenants recorded in O.R. Book 193, at Pages 684 and 685; and The First Amendment to Restrictive Covenants of O.R. Book

2030, Pages 427 through 454, applicable to the property recorded or to be recorded in the Public Records of Escambia County, Florida and as the same may be amended from time to time as therein provided, said Declaration of Covenants being incorporated herein as if set forth at length;

D. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

D. Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed and trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

E. Dedicate, sell or transfer all or any part of the Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless and instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer;

F. Participate in mergers or consolidations with other non-profit corporations organized for the same purposes or annex additional property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members; exercise any and all powers, rights and privileges which a corporation organized under the Not-For-Profit corporation law of the State of Florida, by law may now or hereafter have or exercise.

ARTICLE IV - MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee simple interest in any lot which is subject by covenants of record to assessment by the corporation, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold and interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from the ownership of any lot which is subject to assessment by the Association.

ARTICLE V - VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A - Class A member(s) shall be all owners of lots upon which there is completed construction in Units 1, 2 and 4 and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members however, 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 lot.

Class B - Class B member(s) shall be all owners of unimproved lots in Units 1, 2 or 4, or lots upon which construction is pending, but not yet completed and shall be entitled to no vote.

ARTICLE VI - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of five (5) directors who shall be members of the Association and who shall be an owner of an improved lot. The number of directors may be increased or diminished from time to time by by-laws adopted by the members, but shall never be less than five (5). The names and street addresses forming the first Board of Directors to serve until the first election of directors are:

Robert F. Ryan	5068 Shoshone Drive Pensacola, Florida 32507
JoEtta Engle	5174 Pale Moon Drive Pensacola, Florida 32507
August Vilseck	5210 Pale Moon Drive Pensacola, Florida 32507
Jack McCormick	2 Zuni Circle Pensacola, Florida 32507
Joe Thompson	5081 Shoshone Drive Pensacola, Florida 32507

ARTICLE VII - DISSOLUTION

Upon the dissolution of the corporation, the Directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purpose of the corporation for such

manner or to such organization(s) which are operated exclusively for religious, charitable, educational, or scientific purposes and qualify as an exempt organization under the Internal Revenue Code as the directors may determine. Any of such assets not so disposed of shall be disposed of by the Circuit Court of Escambia County, Florida, exclusively for such purposes or to such organization(s) as such Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VII - DURATION

The corporation shall exist perpetually.

ARTICLE IX - AMENDMENTS

Amendment of these Articles shall require the ascent of two - thirds (2/3) of the entire membership.

ARTICLE X - SUBSCRIBERS

The name and resident address of the subscriber to these Articles of Incorporation is as follows:

Robert F. Ryan 5068 Shoshone Drive
Pensacola, Florida 32507

ARTICLE XI - OFFICERS

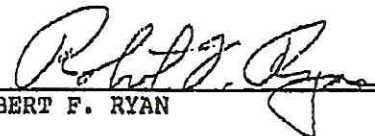
The Board of Directors shall elect the following officers: President, Vice President, Secretary, Treasurer and such other officers as the by-laws of this corporation may authorize the directors to elect from time to time. Officers shall be elected at the annual meeting of the Board of Directors. Until such election is held and their successors are qualified, the following persons shall serve as corporate officers:

President	Robert F. Ryan	5068 Shoshone Dr. Pensacola, FL 32507
Vice President	JoEtta Engle	5174 Pala Moon Dr. Pensacola, FL 32507
Secretary	August Vilsook	5210 Pale Moon Dr. Pensacola, FL 32507
Treasurer	Jack McCormick	2 Zuni Circle Pensacola, FL 32507

ARTICLE XII - BYLAWS

The power to adopt, alter, amend or repeal Bylaws of the Association shall be vested in the Board of Directors.

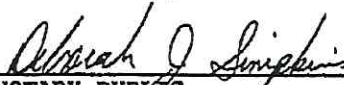
IN WITNESS WHEREOF, the undersigned constituting the incorporator of this Association has executed these Articles of Incorporation this 9th day of Sept, 1996, for the purpose of forming this corporation under the laws of the State of Florida.



 ROBERT F. RYAN

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

Before me personally appeared, ROBERT F. RYAN, who is personally known to me or who has produced FL Dr. License as identification and who ~~did~~ did not take an oath and signed the foregoing instrument in my presence.



 NOTARY PUBLIC
 Print Deborah J. Simpkins
 My comm. exp. 7/12/99



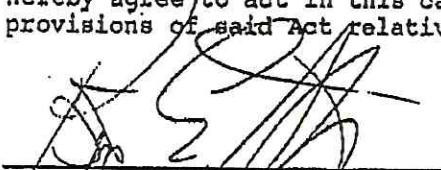
DEBORAH J SIMPKINS
 My Commission CC4002283
 Expires Jul. 12, 1999
 Bonded by ANB
 800-682-8078

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said act:

That Perdido Bay County Club Estates Homeowner's Association, Inc., desiring to organize under the laws of the State of Florida, with its principle office, as indicated in the Articles of Incorporation, at the city of Pensacola, County of Escambia, State of Florida, has named Burton E. Strubhar, located at 220 West Garden Street, suite 604, City of Pensacola, County of Escambia, State of Florida, as its agent to accept service of process within this State.

Having been named to accept service of process for the above-named corporation at the place designated in this certificate, I hereby agree to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.



BURTON E. STRUBHAR

FILED
96 SEP 16 PM 4:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**AMENDED AND RESTATED
BY-LAWS OF
PERDIDO BAY COUNTRY CLUB ESTATES
HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE ONE
NAME AND LOCATION**

The name of the Corporation is Perdido Bay Country Club Estates Homeowner's Association, Inc., comprised of Perdido Bay Country Club Estates, Units 1, 2, and 4, hereinafter referred to as the "Association." The principal office of the corporation shall be located at _____, Pensacola, FL, or such other address as approved by the Board of Directors of the Corporation.

**ARTICLE TWO
DEFINITIONS**

Section 1: The term "Association" shall mean and refer to the Perdido Bay Country Club Estates Homeowner's Association, Inc. and its successors and assigns.

Section 2: The term "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions (CCR's), and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3: The term "Parcel" shall mean and refer to any one of the individually owned parcels of land that collectively make up the Properties.

Section 4: The term "Owner" shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any parcel which is part of the Properties, including contract seller, by excluding those having such interest merely as security for the performance of an obligation.

Section 5: The term "Declarant" shall mean and refer to Perdido Bay Country Club Estates Homeowner's Association, Inc., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped parcel from the Declarant for the purposes of development.

Section 6: The term "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions (CCR's), and any amendments thereto, applicable to Units 1, 2 and 4 and the Properties recorded in the public records of Escambia County, Florida.

Section 7: The term "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.



ARTICLE THREE MEETING OF MEMBERS

Section 1: Annual Meeting: An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing officers/directors shall be held in Escambia County, Florida, in March of each fiscal year. The time and place of the annual meeting shall be fixed by the Board of Directors.

Section 2: Regular Meetings: In addition to the annual meetings, regular meetings of the Members shall be held at such time and place as shall be determined by the Board of Directors.

Section 3: Special Meetings: The president of the Association may call special meetings of the Members. In addition, the president of the Association shall call a special meeting of the Members when directed by majority vote of the Board of Directors, or upon receipt of a written request signed by at least (25%) of the Members of the Association. At any such special meeting, there shall only be considered such business as is specified in the notice of the meeting.

Section 4: Notice of Meeting(s). Written notice of any meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting. Notification will be by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each Member entitled to vote. Notice will be addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a regular or special meeting, the purpose of the meeting.

Section 5: Quorum. At all meetings of the Members of the Association, either annual, regular or special, a majority of the total number of eligible votes of the Association, including Members voting in person or by proxy vote, shall constitute a quorum. If, however, the required quorum is not attained, a subsequent meeting shall be held more than sixty (60) days, but less than ninety (90) days following the initial meeting.

Section 6: Proxies. At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing by the Member. All such proxies will be filed with the Secretary. No proxy shall be valid after three (3) months from the date of its execution, unless otherwise provided in the proxy.

Section 7: Voting by Mail. Where directors are to be elected by Members, or where there is an act requiring the vote of the Members, such election or vote on such proposed action may be conducted by mail (absentee ballot) or other manner as the Board of Directors shall determine.

**ARTICLE FOUR
BOARD OF DIRECTORS**

Section 1: General Powers. The Board of Directors shall have general charge and management of the affairs, funds and property of the Association. The Board of Directors shall have full power and duty to carry out the purposes of the Association according to its Articles of Incorporation, the Declaration and these By-laws, as amended when required and necessary. The Board of Directors shall have authority to approve expenditures on behalf of the Association. The Board of Directors, acting on behalf of the Association, may accept any real or personal property, leasehold or other property interest within Perdido Bay County Club Estates, Units 1, 2, and 4, conveyed to the Association.

Section 2: Defined Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the Member;
- (b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) As more fully provided in the Articles, to:
 - (1) Fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period; and
 - (2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period, and
 - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same and all costs and attorney fees incurred in such matters.
- (d) Issue, or to cause the Treasurer to issue upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

- (f) Cause all officers/directors or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- (g) And, in general, to carry out all duties set forth in the Declaration of Covenants, Conditions, and Restrictions.

Section 3: Number, Tenure, and Qualifications. The number of directors constituting the Board of Directors for this Association shall not be less than seven (7). Each director shall be a member of the Association. Two (2) directors (who shall serve as president and treasurer, respectively, of the Association) shall hold office for two (2) years (2018 and 2019) or until their successors have been elected by a majority of the Members of the Association and two (2) directors (who shall also serve as vice president and secretary, respectively, of the Association) shall hold office for three (3) years (2018, 2019 and 2020) or until their successors have been elected by a majority of the members of the Association. Three (3) directors (who shall serve over committees for architectural control, nominations and covenant compliance, respectively, of the Association) shall hold office for two (2) years (2018 and 2019) or until their successors have been elected by a majority of the Members of the Association. Any increase in the number of directors shall be subject to approval of a majority of the Members of the Association. Any such additional directors shall be elected in units of two (2), and their initial terms shall be one for two (2) years and the other for three (3) years, with the determination to be by lot.

Section 4: Removal. Any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining Members of the Board of Directors and shall serve for the unexpired term of his or her predecessor.

Section 5: Compensation. No director shall receive compensation for any service they may render to the Association. However, any director may be reimbursed for their actual expenses incurred in the performance of their duties.

Section 6: Vacancies. Any vacancy occurring in the Board of Directors shall be filled by election by the then existing Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

ARTICLE FIVE MEETING OF DIRECTORS

Section 1: Regular Meetings. The Board of Directors shall meet regularly at least once each quarter, in person, at a time and place it shall select. The office of a member of the Board of Directors shall be declared to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

Section 2: Special Meetings. The Board of Directors shall hold special meetings when called by the president of the Association, or by any Director, after not less than three (3) business days' notice. All such meetings will be open to all Members and Members' tenants of Perdido Bay Country Club Estates Homeowner's Association, Inc.

Section 3: Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 4: Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the board. Every act or decision done or made by a majority of the directors at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors. But, if less than a majority of the directors are present at such meeting, a majority of the directors present may adjourn the meeting, without further notice.

ARTICLE SIX NOMINATION AND ELECTION OF DIRECTORS

Section 1: Nomination. Nomination for election to the Board of Directors shall be made by the nominations committee under the supervision of the designated director. The nominations committee shall be formed by the board director for nominations and shall consist of a total of three (3) members which includes the designated Director. The nominating committee members may serve for a period of two (2) years. The nominating committee shall consist of a chairperson, the board director for nominations, and two or more Members of the Association. The nominating committee shall make as many nominations for election of the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are required to be filled for the appropriate calendar year. Nominations may also be made from the floor at the annual meeting.

Section 2: Election. Election to the Board of Directors shall be by proxy vote on the "Ballot for Officers & Directors" and "Membership Registration" form that is a part of the annual meeting packet forwarded to Owners and Members a minimum of thirty (30) days prior to the scheduled annual meeting date. Association Members vote for the persons listed on the ballot form by initialing the form and striking the name of a nominated member(s) that they choose not to vote for. A voting member may enter a new name on their return proxy ballot if they so choose. For those Members attending the Annual Meeting there will be a "recognition of hands" vote for the persons listed on the ballot form. Also, nominations may also be made from the floor at the Annual Meeting. The Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation and By-Laws of this Association. The persons receiving the largest number of votes shall be elected to serve.

**ARTICLE SEVEN
OFFICERS**

Section 1: Enumeration of Officers. The officers of this Association shall be a President, Vice President, Secretary and Treasurer who shall at all times be members of the Board of Directors with terms of serving as defined at Article Four (4) Section Three (3) of these By-laws.

Section 2: Confirmation of Officers. The confirmation of officers shall take place at the first meeting of the Board of Directors following, each Annual Meeting of the Members.

Section 3: Term. The officers of the Association shall hold their respective office as defined in Article Four (4) Section Three (3) of these By-laws, unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4: Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may be required, each of whom shall hold office for such period, have such authority and perform such duties as the Board of Directors may, from time to time, determine.

Section 5: Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignations shall take effect on the date of receipt of such notice or at any other time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6: Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 7: Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section Four (4) of this Article.

Section 8: Duties. The duties of the officers are as follows:

- (a) President.** The president shall preside at all meetings of the Association and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the Association, and shall serve as a member ex officio of all standing committees. The president shall serve as the chairman of the Board of Directors and shall appoint such committees as he/she shall consider expedient.

- (b) **Vice-President.** The vice-president shall assume the duties of the president during the president's absence and inability or refusal to act. The vice-president shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Association.
- (c) **Secretary.** The secretary shall keep the minutes of all the meetings and votes of the Association and of the Board of Directors, which shall be an accurate and official record of all business transacted. The secretary shall keep appropriate current records showing the Members of the Association together with their addresses. The secretary shall also issue all notices for all meetings of the Association and the Board of Directors, be custodian of all corporate records and the corporate seal of the Association and perform such other duties as may be required of him/her by the president of the Association. The secretary shall affix the corporate seal of the Association on all papers requiring said seal.
- (d) **Treasurer.** The treasurer shall have charge of all receipts and monies of the Association, deposit them in the name of the Association in a bank approved by the Board of Directors, and disburse funds as ordered or authorized by the Association. The treasurer shall keep regular accounts of his/her receipts and disbursements, submit his/her records when requested and give an itemized statement at annual meetings of the Association. The treasurer shall prepare an annual budget and present to the membership at the Association regular annual meeting and deliver a copy (as requested) to each Member.

ARTICLE EIGHT COMMITTEES

The Association shall appoint an Architectural Control Committee, a Nomination Committee and a Covenant Compliance Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE NINE BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

**ARTICLE TEN
ASSESSMENTS**

Section 1: Annual Assessments. Each Member is obligated to pay to the Association annual assessment dues, as more fully provided in the articles of these By-laws at Article Four (4) Section Two (2) (c). These assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from; the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the parcel, if any, or abandonment of his/her parcel.

Section 2: Setting and Paying of Assessments. The annual assessments shall be the same for each Member and shall be \$45.00 per year, subject to such modification as a majority of the directors may require, provided, however, that no increase greater than \$25.00 per year may be required without a two-thirds (2/3) majority of the eligible Members approving such increase. The annual assessments shall be payable on or before the Annual Meeting in March of each year.

Section 3: Special Assessments. Special assessments may be levied on Members of this Association only by a vote of a two-thirds (2/3) majority of all eligible Members of the Association. The procedure for voting on proposed special assessments shall be the same as the procedure provided in these By-laws for voting on amendments to these By-laws as stated in Article Twelve (12) below.

**ARTICLE ELEVEN
CORPORATE SEAL**

The Association may or may not have a seal in circular form having within its circumference the words: PERDIDO BAY COUNTRY CLUB ESTATES HOMEOWNER'S ASSOCIATION, INC.

**ARTICLE TWELVE
AMENDMENTS**

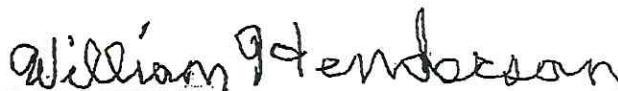
Section 1: These By-laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members entitled to vote present in person or by proxy.

Section 2: In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles of Incorporation shall control.

ARTICLE THIRTEEN
FISCAL YEAR

The fiscal year of the Association shall begin on the first day of March and end on the last day of February of each year.

IN WITNESS WHEREOF, we, being all of the Directors of the PERDIDO BAY COUNTRY CLUB ESTATES HOMEOWNER'S ASSOCIATION, INC., have hereunto set our hands this 23 day of January, 2019.



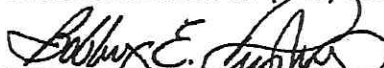
PRESIDENT (William Henderson)



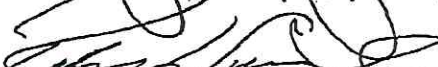
DIRECTOR VICE PRESIDENT (Christina Steffen)



DIRECTOR SECRETARY (Terry Dickson)



DIRECTOR TREASURER (Bobby Presley)



DIRECTOR (Rod Sprinkle)



DIRECTOR (Robin Tracy)



DIRECTOR (Brenda Pearson)


CERTIFICATION

I, the undersigned, do hereby certify:

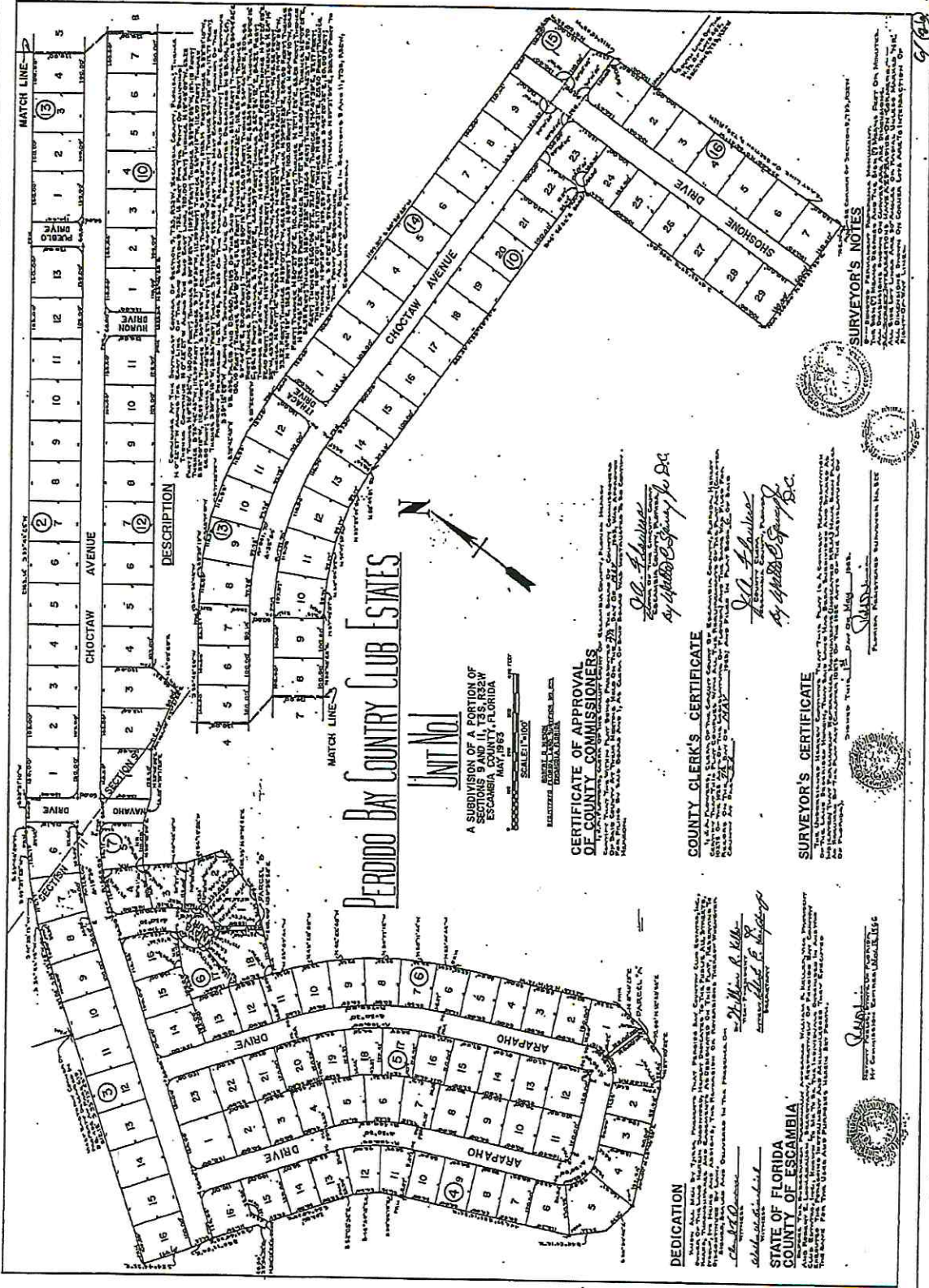
THAT I am the duly elected and acting Secretary of PERDIDO BAY COUNTRY CLUB ESTATES HOMEOWNERS'S ASSOCIATION, INC., a Florida not for profit corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 17 day of January 2019;

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 23 day of January, 2019.



SECRETARY



CERTIFICATE OF APPROVAL
OF THE
COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FLORIDA
 MAY 19 1965

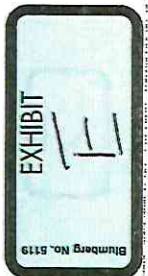
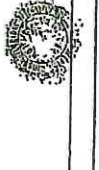
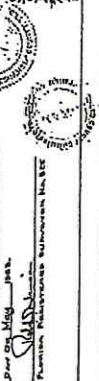
COUNTY CLERK'S CERTIFICATE

SURVEYOR'S CERTIFICATE

SURVEYOR'S NOTES

DEDICATION
 STATE OF FLORIDA
 COUNTY OF ESCAMBIA

DEDICATION



Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

August 12, 2022

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

received
8/15/22

**Re: Perdido Bay Country Club Estates Homeowner's Association, Inc.
– Perdido Bay County Club Estates, Unit 1; Approval;
Determination Number: 22143**

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 Country Club Estates Homeowner's Association, Inc. – Perdido Bay County Club Estates, Unit 1 (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/bp/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 | 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.

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, BY FILING A PETITION.

A 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.

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, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.