

**CERTIFICATE OF REVIVAL OF THE**  
**REVITALIZED DECLARATION OF PROTECTIVE COVENANTS**  
**AND OTHER GOVERNING DOCUMENTS**  
**BOARDWALK AT CAPE SAN BLAS**

(which Exhibits are attached hereto and made a part hereof)

- Exhibit "A" Amended and Restated Declaration of Covenants, Conditions and Restrictions for Boardwalk at Cape San Blas
- Exhibit "B" Articles of Incorporation - Boardwalk at Cape San Blas Homeowners Association, Inc.
- Exhibit "C" Graphic Depiction and Legal Description of Community - Boardwalk at Cape San Blas Homeowners' Association, Inc.
- Exhibit "D" Department of Economic Opportunity Approval Letter  
Dated January 31, 2020

Pursuant to Florida Statutes 720.407(2), the Boardwalk at Cape San Blas Homeowners' Association, Inc., a Florida corporation not-for-profit, hereby executes Amended and Restated Declaration of Covenants, Conditions and Restrictions for Boardwalk at Cape San Blas on the date set forth in the notary acknowledgement below.

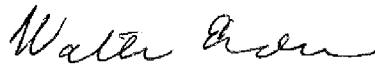
Signed, sealed and delivered  
in the presence of:

BOARDWALK AT CAPE SAN BLAS  
HOMEOWNERS' ASSOCIATION, INC.  
a Florida corporation not-for-profit



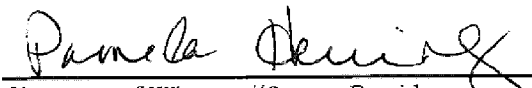
Signature of Witness #1 as to President

Printed Name: Juli Danaher



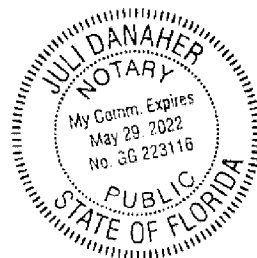
By:

Its: President



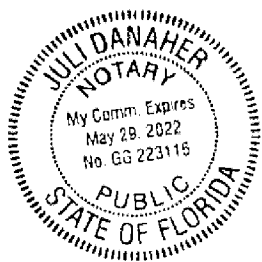
Signature of Witness #2 as to President

Printed Name: Pamela Herring



STATE OF Florida  
COUNTY OF Gulf

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24<sup>th</sup> of February, 2020, by Walter Ender's, as President of the Boardwalk at Cape San Blas Homeowners' Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



[Notary Seal]

Juli Danaher  
Notary Public

Juli Danaher  
Name typed, printed or stamped  
My Commission Expires: 5/28/2022

## Exhibit "A"

### AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE BOARDWALK AT CAPE SAN BLAS

To conserve the natural beauty of the Boardwalk at Cape San Blas Community and to enhance and protect the value, desirability and attractiveness of such property, the following protective covenants and restrictions are hereby set forth by The Boardwalk at Cape San Blas Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association"). This document constitutes a revitalized revision, restatement, and codification of the prior restrictive covenants as recorded in Book 104, Page 843; Book 108, Page 248; Book 154, Page 303; Book 154, Page 305; and Book 154, Page 415, of the records of Gulf County, Florida, revised only as allowed pursuant to Section 720.405, Florida Statutes.

~~27 day of March, 1985, by PAN GULF CORPORATION, a Florida corporation, hereinafter referred to as "Developer," shall read as follows:~~

#### ~~WITNESSETH:~~

~~WHEREAS, Developer is the owner of that certain property located in Gulf County, Florida, more particularly described in Article I hereof; and~~

~~WHEREAS, Developer plans to develop the property by constructing thereon residential housing units; and~~

~~WHEREAS, in order to preserve and protect the value and desirability of the property, Developer deems it prudent to place this Declaration of Covenants, Conditions and Restrictions of record and to impose same against the property.~~

**NOW, THEREFORE,** ~~Developer~~ the Association hereby declares that all of the ~~p~~Property, as described below, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the property and be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE 1 DEFINITIONS

##### Section 1. "Association"

shall mean and refer to The Boardwalk at Cape San Blas Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

## Exhibit "A"

### **Section 2. "Owner"**

shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

### **Section 3. "Property"**

shall mean and refer to that certain real property more particularly described as follows:

See **Exhibit A** attached hereto and made a part hereof, in addition to Lots 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 3, Surfside Estates Unit 1, as per the plat thereof recorded in the public records of Gulf County, Florida, at Plat Book 2, page 18.

### **Section 4. "Common Area"**

shall mean all of the Property to be owned by the Association for the common use and enjoyment of the Owner of lots. The Common Area is legally described on Exhibit B attached hereto and made a part hereof. The Common Area includes the private streets, recreation area and all other areas as described on Exhibit B.

### **Section 5. "Lot"**

shall mean and refer to the residential dwelling unit constructed upon any Lot.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO**

#### **Section 1. Legal Description**

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Gulf County, Florida, and is more particularly described in Exhibits A and A.1 attached hereto and made a part hereof; all of which real property shall be hereinafter referred to as the "Property." ~~The Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations which shall thereafter be deemed to be included in the Property covered by this Declaration for all purposes hereof.~~

#### **Section 2. Merger or Consolidation**

Upon a merger or consolidation of another association with the Association, its Property, rights and obligations may, as provided in its Articles of Incorporation, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights and obligations of another association may be operation of law be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing Property together with the covenants and restrictions established by any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration with the Property.

## Exhibit "A"

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

#### Section 1. Membership

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member of said Association.

#### Section 2. Voting Rights

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

##### Class A:

~~Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A m~~Members shall be entitled to **one (1) vote for each Lot** in which they hold the interest required for membership by Section 1. *When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lots shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.*

##### Class B:

~~The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Section 1, and the Class B member shall be entitled to elect a majority of the Board of Directors until the last Lot within the Property, as supplemented from time to time pursuant to supplemental declarations filed by the Developer in accordance with Article II, has been sold and conveyed by the Developer.~~

~~Notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Association until such time as the Developer sends written notice to the Association or until such time as the Developer no longer holds the title to any portion of said Property including any lands brought under the provisions hereof by recorded supplemental declarations in accordance with Article II, whichever occurs first.~~

### ARTICLE IV COMMON AREA

#### Section 1. Obligation of the Association

The Association, subject to the rights of the Owner set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, including furnishings and equipment related thereto, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

#### Section 2. Members' Easement of Enjoyment

Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every member shall have a right of enjoyment in the Common Area.

## Exhibit "A"

### **Section 3. Extent of Members' Easement**

The members' easements of enjoyment created thereby shall be subject to the following:

- A. The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area;
- B. The right of the Association to suspend the right of an Owner to use the facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice;
- C. The right of the Association to suspend the right of a member to use the said facilities for a period not to exceed sixty (60) days for any other infractions of this Declaration;
- D. The right of the Association to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair to Association land or facilities pursuant to approval of the Class B member and of two-thirds ( $\frac{2}{3}$ ) of the vote of the Owners who are voting in person or by proxy at a regular meeting of the Association or the meeting duly called for this purpose;
- E. The right of the Association to dedicate or transfer all or any part of the Common Area 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 an instrument signed by two-thirds ( $\frac{2}{3}$ ) of the Owners, agreeing to such dedication or transfer, has been recorded.
- F. ~~The right of the Developer to permit use of the Common Area, including, but not limited to, the recreational area, to other property owners. This right shall terminate at such time as the Developer no longer holds the title to any portion of said Property, including any lands brought under the provisions hereof by recorded supplemental declarations in accordance with Article II.~~

### **Section 4. Damage or Destruction of Common Area by Owner**

In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area and the Association shall repair said damaged area in a good workmanlike manner in conformity with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special assessment upon the Lot of said Owner.

### **Section 5. Title to Common Area**

~~Title to the common area is The Developer may retain the legal title to the Common Area or a portion thereof until such time as it has completed improvements on the Property, but notwithstanding any provision hereto, the Developer hereby covenants that it shall convey the Common Area and portions thereof to the Association, free and clear of all liens and financial encumbrances, not later than the termination of the Class B membership.~~

## Exhibit "A"

### **Section 56. Public Easement**

Fire, police, health and sanitation, park maintenance and other public service and personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across roadways, as shown on the attached **Exhibit B**.

## **ARTICLE V** **COVENANT FOR MAINTENANCE ASSESSMENTS**

### **Section 1. Creation of the Lien and Personal Obligation of Assessments**

The Owner of any Lot by acceptance of a deed transfer, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: 1) Annual assessments or charges; and 2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Annual assessments may include reasonable reserves as the Association may deem necessary, for the future repair, maintenance or improvement of the Common Area. ~~The Developer shall be entitled, at its discretion, to pay the operating deficit of the Association rather than be assessed for regular maintenance with respect to those Lots or Units owned by it. This election shall be for a period of time from quarter to quarter and may be renewed or cancelled at the discretion of the Developer upon the expiration of any such quarter. In the event the Developer exercises its right to pay deficits of the Association, then in that event, the Developer shall be automatically deemed to have guaranteed to the Association and its members that the expenses assessed to each Owner shall not be increased above the then annual assessment, for the period of time during which the Developer makes its election to pay the deficit, as a result of said election by Developer.~~

### **Section 2. Purpose of Assessments**

The assessments levied by the Association shall be used exclusively for the maintenance of the Common Area, for capital improvements and to promote the health, safety and welfare of the members of the Association and their families residing with them, their guests and tenants.

### **Section 3. Basis for Assessment**

Each Unit which is certified for occupancy shall be assessed at a uniform rate and shall be subject to one-fortieth (1/40) of the entire assessment.

### **Section 4. Date of Commencement of Annual Assessments: Due Dates**

The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the first Unit to a person other than the Developer as defined herein. ~~Nothing contained herein shall in any way infringe upon the Developer's rights to be excused from annual assessments in exchange for its guaranty to pay deficits of the Association.~~ Each Unit Owner shall be obligated to pay assessments for his Unit commencing on the day he acquires title for same and said assessment shall be collected from said Unit Owner on a periodic basis no more frequently than monthly. The Board of Directors shall thereafter fix the amount of the annual

## Exhibit "A"

assessments against each Unit at least thirty (30) days in advance of each assessment. Written notice of annual assessment shall be sent to every Owner. The due dates may be altered by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment due on a specified Lot has been paid.

### **Section 5. Effect of Nonpayment of Assessments: Remedies of the Association**

Should any assessment not be paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, become a continuing lien on the property of the delinquent Owner which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the rate of twelve (12%) percent per annum and the Association may bring an action at law against the Owner personally obligated to pay the same and may record a claim of lien against the property on which the assessment is unpaid, or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorneys' fees and costs of collection and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided and a reasonable attorney's fee to be fixed by the court together with the cost of action, and the Association shall be entitled to such attorneys' fees in connection with any appeal of any such action.

The Board of Directors of the Association shall, from time to time, be permitted to fix late fees in reasonable amounts to cover the requisite bookkeeping, administration and collection required with regard to payments not paid within fifteen (15) days from the due date thereof.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

### **Section 6. Subordination of the Lien to Mortgages**

The lien of the assessments provided for in this Article V shall be subordinate to the lien of any mortgage recorded prior to the recordation of the claim of lien, which mortgage encumbers any lot to any institutional lender and which is now or hereafter placed upon any property subject to assessments; provided, further, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any mortgagee who acquires title at a foreclosure sale, or any mortgagee acquiring a deed in lieu of foreclosure shall not be responsible for the payment of any assessment charges whether they have accrued prior to the date upon which possession and/or title is so obtained or whether such assessments are imposed thereafter except during such time that the residential Unit is leased to a third party. Any third party purchaser at a foreclosure sale or from the mortgagee in title subject to the liability and lien of any assessment becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any lot by reason of the provision of this Section 6 shall be deemed to be an assessment divided equally among, payable by, and a lien against all lots subject to assessment by the assessing association, including the lots to which the foreclosure, or conveyance in lieu of foreclosure, took place.



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### ARTICLE VI ARCHITECTURAL AND LANDSCAPING CONTROL

#### Section 1. The Architectural Review Board

The Architectural Review Board consisting of three (3) or more persons shall be appointed ~~by the Class B member. At such time as the Class B membership expires, the Board shall be appointed by~~ the Board of Directors.

#### Section 2. Purpose

The Architectural Review Board shall regulate the external design, appearance, use, location, landscaping and maintenance of the Property and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship amongst structures and the natural vegetation and topography.

#### Section 3. Conditions

No improvements, alterations, repairs, change of paint colors, excavations, change in grade or other work, change in landscaping or any other change which in any way alters the exterior of any Lot or Common Area or the improvements located thereon from its natural or improved state existing on the date such Property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the Architectural Review Board. No building, fence, wall, residence or other structure shall be commenced, erected, maintained or improved, altered made or done without the prior written approval of the Architectural Review Board.

#### Section 4. Procedure

In the event the Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with the procedures adopted by the Board from time to time, approval will be deemed granted. The applicant may appeal an adverse Architectural Review Board decision to the Board of Directors who may reverse or modify such decision by a two-thirds ( $\frac{2}{3}$ ) vote of the Directors.

### ARTICLE VII USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Property and each Lot thereon is subject to the following:

#### Section 1.

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family dwelling not to exceed one and one half (1½) stories in height. A one and one-half story, single-family dwelling shall be defined as a dwelling where the top floor has no more than seventy-five (75%) of the square footage of the main floor. ~~Temporary uses for model homes, parking lots and/or sales offices shall be permitted until the Developer has sold all of the Lots, or until permanent cessation of such use takes place, whichever is earlier.~~

## Exhibit "A"

### **Section 2.**

No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such nonresidential purposes, ~~except Developer may use the Property for a model home site and display and real estate sales and management office.~~ Further, the Common Area may be used for nonresidential purposes such as the operation of a lounge, restaurant or other food service establishment, vending machines and other uses attendant to the use of the Common Area as a recreation facility, all of which shall be primarily for the benefit of the Owners.

### **Section 3.**

No noxious or offensive activity shall be carried on within any Unit or any Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

### **Section 4.**

No structure of any temporary character, tent, mobile home or recreational vehicles shall be permitted on any Lot at any time as a residence, either temporarily or permanently.

### **Section 5.**

No sign or billboard of any kind shall be displayed to the public view on any portion of the Common Area, or on any Lot or any Unit, except signs used by Developer or its Agents to advertise the property or rent during the construction and sales periods.

### **Section 6.**

No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit. Unit Owners shall be permitted to own and keep dogs, cats and other pets, including birds such as canaries or parakeets and fish, such as goldfish or tropical varieties, which may be kept by a Unit Owner in the Owner's respective Unit provided that no such dogs, cats, birds and/or fish shall be raised for commercial purposes, and provided that they do not become a nuisance or annoyance to any neighbor. All dogs shall be kept on a leash by the respective Owners when out of the Owners' Units. Owners shall only walk their dogs and/or cats in or on their respective Units or areas set aside and designated for such purpose by the Board of Directors.

### **Section 7.**

No trucks or commercial vehicles (except during the period of approved construction), campers, mobile homes, motor home, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on the Common Area. The parking of any vehicle shall be only in those spaces specifically provided for on each Lot.

### **Section 8.**

All facilities for the storage or disposal of garbage and trash shall be kept in a clean and sanitary condition.

### **Section 9.**

No clothing, laundry or wash shall be aired or dried within any portion of the Unit or on a Lot which is exposed to view from any other Unit or from any other part of the Common Area.

## Exhibit "A"

### **Section 10.**

Aluminum foil may not be placed on windows or glass doors of Units.

### **Section 11. Fuel Storage Tanks**

No fuel or gas storage tanks shall be permitted above ground on any Lot. All such tanks must be installed completely underground.

### **Section 12. Antennas**

Unless prior written approval has been obtained from the Board and the Developer, no exterior radio, television or any other electronic antenna or aerial may be erected or maintained anywhere upon any of the Property, except for such master antenna or antennas as may be installed by Developer in connection with the initial development of the Property.

### **Section 13. Leasing**

Any Unit may be leased by the Owner thereof provided that such lease shall be subject to the provisions of this Declaration, the Articles of Incorporation and the By-Laws, and a copy of the lease is furnished to the Directors of the Association. Further, the Owners shall be responsible for any damage created by the tenant arising out of the actions of the tenant, its agents or guests, or arising out of a nuisance or a violation of this Declaration, the Articles of Incorporation and By-Laws at any time.

### **Section 14. Exterior Maintenance**

- A. Each Owner shall maintain the structures and grounds on said Owner's Lot, at all times in a neat and attractive manner. Upon the Owner's failure to do so the Association may at its option, after giving the Owner ten (10) days' written notice sent to his last known address, or the address of the subject premises have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in the Association's judgement, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner of such Lot. Furthermore, if the Association has not elected to provide the exterior maintenance hereinafter referred to, then upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided.
- B. The Association, through action of its Board of Directors taken by not less than two-thirds ( $\frac{2}{3}$ ) favorable vote of such Board, may provide exterior maintenance upon each Lot, in addition to that maintenance to be provided by the Association for Common Area. Said maintenance shall include, but not be limited to, the following: paint, repair, replace and care for roofs, gutters, down spouts and exterior building surfaces and maintain those portions of

## Exhibit "A"

the Lots over which easements are created for the installation and maintenance of utilities as provided for herein. The cost of the exterior maintenance so approved by the Association under this subparagraph B shall be assessed against the Lot upon which such maintenance is done and shall constitute an annual maintenance or charge. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessment for each year, but said Board shall thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost of such exterior maintenance.

For the purpose solely of performing the exterior maintenance authorized by this Declaration, the Association, through its duly authorized agents or employees, or independent contractors, shall have the right after reasonable notice to the Owner, to enter upon any Lot at reasonable hours to repair or maintain property.

### **Section 15. Easements**

The Developer hereby reserves for itself, its successor and assigns the right to grant easements for installation and maintenance of utilities, over any portion of the Property, provided that any such easement granted over a Lot previously conveyed shall not affect any permanent structure constructed on said Lot nor unreasonably interfere with the use of said Lot. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot or by the Association, if it so decides pursuant to the terms of this Declaration, except for the installations for which a public authority or utility company is responsible. Public utility companies and other utility companies and the Developer, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cable and conduits under and through said utility easements, and under and through that portion of the Lot beyond the residential dwelling structure, as such structure may from time to time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures or landscaping of the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, whether in street right-of-ways or utility easements, shall be installed and maintained underground.

Each Unit, Lot and Common Area shall be subject to existing easements for public utilities purposes and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Unit, Lot or the Common Area in furtherance of such easements.

Easements shall be kept free from any structure, landscaping or other material which may damage or interfere with the installation and maintenance of such utilities.

### **Section 16. Damage to Buildings**

In the event a dwelling Unit is damaged, through act of God or other casualty, unless the insurance proceeds received in respect thereto are required by an institutional mortgagee in reduction of its mortgage, that Lot Owner shall promptly cause his dwelling Unit to be repaired and rebuilt substantially in accordance with the architectural plans and specification. It shall be the duty of the Association to enforce such repair or rebuilding of the dwelling Unit to comply with this responsibility. To accomplish the requirements of this Section, each Owner shall insure his dwelling Unit at the highest insurable value.

## Exhibit "A"

### **ARTICLE VIII** **TERM AND AMENDMENTS**

#### **Section 1. Term**

The covenants and restrictions contained in this Declaration shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless cancelled by a vote of ninety (90%) percent of the Owners of record. This Declaration may be only terminated prior to the expiration of the twenty (20) years, or the expiration of any ten (10) year extension period by the consent of all Owners of record in the development. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than two-thirds ( $\frac{2}{3}$ ) of the then Owners of record in the development. All amendments shall be recorded in the Public Records of Gulf County, Florida. No amendment shall change a Unit Owner's percentage of the sharing of the common expenses or common surplus, nor the voting rights appurtenant to any Unit, unless the record Owner(s) thereof and all record owners of mortgages or other voluntarily placed liens thereon shall join in the execution of the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or institutional lenders without the consent of the Developer and lenders in each instance.

#### **Section 2:**

~~Notwithstanding anything to the contrary herein, the Developer reserves the right to correct any errors or omissions, provided that any such change does not affect material rights of Owners or mortgagees. Such amendments need be executed and acknowledged by the Developer only and need not be approved by the Association, Owners or mortgagees of Units, whether or not elsewhere required for amendment.~~

### **ARTICLE IX** **GENERAL PROVISIONS**

#### **Section 1. Severability**

Invalidation of any one of the provisions contained in this Declaration by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

#### **Section 2. Enforcement**

The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all provisions of this Declaration, the Articles of Incorporation and By-Laws. Additionally, the Association is granted an easement over the Property of each Unit Owner for the purpose of enforcing the provisions of same, and may go upon the Property of the said Unit Owner to remove or repair any existing cause of a violation of these provisions. In the event the Association, after notice to the Unit Owners and failure to cure by the Unit Owner, does in fact exercise its rights to cure said defect, then that event, all costs, including but not limited to court costs and reasonable attorneys' fees incident to said action by the Association, shall become the personal obligation of the Unit Owner and be imposed as a lien against the Unit in the same fashion as if said sums represented monies due for unpaid assessments.

## Exhibit "A"

### **Section 3. Insurance**

A. The Association through its Board of Directors shall purchase an insurance policy or policies insuring the buildings and other improvements erected upon the Common Area, including all fixtures and personal property thereon against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, or by the Directors of the Association in the event the carrier fails or refuses to make such determination. The policies shall be purchased in the name of the Association for the benefit of the Association, the Unit Owners and their mortgagees as their interests may appear and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of respective Units. Further, the Association through its Board of Directors shall purchase an insurance policy covering public liability as to the Common Area in such amounts as shall be determined by the Board of Directors, in its sole discretion, from time to time.

In the event of loss under the policy or policies provided in this subparagraph A, the Association shall use the net insurance proceeds to repair and replace damage to the real or personal property covered by said policy or policies with any excess to be retained by the Association and used in a connection with the payment of common expenses. If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against all Owners in accordance with this Declaration to cover any deficiency. Any reconstruction, repair or replacement shall be in accordance with the plans and specifications as finally amended, on file with the building department of the governmental agency having jurisdiction thereover.

B. The Association, upon the majority vote of the Directors, may provide and keep insurance for the protection of its Directors and Architectural Review Board.

C. Each Unit Owner shall keep and maintain at all times insurance insuring the buildings and improvements erected on the Owner's Lot against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value of the improvements. Further, each Owner agrees to keep in effect policies of insurance for public liability insuring the Owner against all claims and demands made by any person or persons for injury received in connection with the use, operation and maintenance of the improvements on the Owner's Lot.

### **Section 4. Effective Date**

This Declaration shall become effective upon its recordation in the Public Records of Gulf County, Florida.

~~———— IN WITNESS WHEREOF, PAN GULF CORPORATION has hereunto set its hand and seal the date and year first above written.~~

## Exhibit "A"

### EXHIBIT A

### PROPERTY

All of Surfside Estates, Unit 1, according to the plat thereof, recorded in Plat Book 2, Page 18, of the Public Records of Gulf County, Florida, less and except Lots 11 through 20, Block 3, and Lots 17 and 18, Block 1, of said plat.

## Exhibit "A"

### EXHIBIT A.1

#### **TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BOARDWALK AT CAPE SAN BLAS HOMEOWNERS' ASSOCIATION, INC.**

Pursuant to the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for the Boardwalk at Cape San Blas Homeowners' Association, Inc., recorded at Book 154, Page 303 of the Official Records of Gulf County, Florida, the following certain real property was added to the development:

**is hereby amended to include Lots 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 3, Surfside Estates Unit 1 as per the plat thereof recorded in the public records of Gulf County, Florida at Plat Book 2, page 18. Said property shall be subject to all of the declaration described above for all purposes.**



# Exhibit "A"

## EXHIBIT "B"

FL 922670 B 134 P 306  
CO:GULF ST:FL

All of Surfside Estates Unit 1, less and except

Lots 1 - 10, 17, 18, Block 1

Lots 1 - 20, Block 2

Lots 1 - 20, Block 3

## Exhibit "B"

### ARTICLES OF INCORPORATION

OF

THE BOARDWALK AT CAPE SAN BLAS HOMEOWNERS ASSOCIATION, INC.

a not-for-profit corporation

THE UNDERSIGNED INCORPORATOR, desiring to form a corporation not for profit under Chapter 617 of the Florida Statutes, hereby adopts the following Articles of Incorporation:

#### ARTICLE I

##### NAME

The name of the corporation shall be THE BOARDWALK AT CAPE SAN BLAS HOMEOWNERS ASSOCIATION, INC., which is hereinafter referred to as the "Association."

#### ARTICLE II

##### PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions and Restrictions of THE BOARDWALK AT CAPE SAN BLAS, dated the 27 day of March, 1985, and recorded the 27 day of March, 1985, in Official Records Book 124, at Page 223, of the Public Records of Gulf County, Florida.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm or corporation.

The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Articles and Declaration above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in said Declaration and to provide for the general health and welfare of its membership.

#### ARTICLE III

##### MEMBERS

Section 1. Members. Every person or entity who is a record owner of a fee or undivided fee interest in any lot or unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of Pan Gulf Corporation, Inc., a Florida corporation (hereinafter referred to as the "Developer"). Class A members

## Exhibit "B"

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

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Section 1, and the Class B member shall be entitled to elect a majority of the Board of Directors, provided that the Class B membership shall cease and terminate when the last lot within The Boardwalk at Cape San Blas, as supplemented from time to time pursuant to supplemental declarations filed by the Developer in accordance with Article II of the Declaration, has been sold and conveyed by the Developer.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if fifty-one (51%) percent of the total number of members in good standing shall be present or represented at the meeting.

### ARTICLE IV

#### CORPORATE EXISTENCE

The Association shall have perpetual existence.

### ARTICLE V

#### BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of members in 1985 and until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
IRA D. SCHONBERG	6100 Griffin Road, Suite 307 Fort Lauderdale, FL 33324
MICHAEL I. FORD	1640 Powers Ferry Road, #21 Atlanta, GA 30067
THOMAS GIBSON	303 Fourth Street Port St. Joe, FL 32456

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors (except for directors selected by the Developer) must be members of the Association and reside in The Boardwalk at Cape San Blas development or shall be authorized representatives, officers or employees of corporate members of the Association.

## Exhibit "B"

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

### ARTICLE VI

#### OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, any Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the annual meeting of directors in 1985 and until successors are duly elected and have taken office, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	IRA D. SCHONBERG	6100 Griffin Road, Suite 307 Fort Lauderdale, FL 33314
Vice President	MICHAEL I. FORD	1640 Powers Ferry Road, #21 Atlanta, GA 30067
Secretary	MICHAEL I. FORD	1640 Powers Ferry Road, #21 Atlanta, GA 30067
Treasurer	IRA D. SCHONBERG	6100 Griffin Road, Suite 307 Fort Lauderdale, FL 33314

### ARTICLE VII

#### REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office shall be 303 Fourth Street, Port St. Joe, Florida 32456, and the initial registered agent located at such address is THOMAS GIBSON.

### ARTICLE VIII

#### BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

Exhibit "B"

ARTICLE IX

AMENDMENTS

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to either an annual or special meeting of the membership of the Association for adoption or rejection.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the said Declaration of Covenants, Conditions and Restrictions, the Declaration of Covenants, Conditions and Restrictions shall control.

ARTICLE X

INCORPORATOR

The name and address of the Incorporator to these Articles of Incorporation is:

MICHAEL I. FORD  
1640 Powers Ferry Road, #21  
Atlanta, GA 30067

ARTICLE XI

INDEMNIFICATION

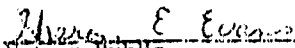
The Association shall indemnify any person who is made a party or is threatened to be made a party to any claim, suit, proceeding or liability by reason of the fact that he is or was a director, officer, employee, agent or representative of the Association to the fullest extent permitted by law, and the Association may advance expenses to any such person to the fullest extent permitted by law. The Association shall also have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, agent or representative of the Association against any liability asserted against him in any such capacity.

IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand and seal this 27 day of MARCH, 1985.

  
MICHAEL I. FORD, Incorporator

STATE OF FLORIDA  
COUNTY OF Duval

THE FOREGOING INSTRUMENT was acknowledged before me this 27 day of March, 1985, by MICHAEL I. FORD.

  
Notary Public

My Commission Expires:

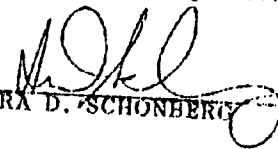
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES OCT 22 1986  
RECORDED THRU CENTRAL FLORIDA UNCL

CERTIFICATE DESIGNATING PLACE OF BUSINESS OF INCORPORATED  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Exhibit "B"

In compliance with Section 48.091, Florida Statutes, the following is submitted:

FIRST - - That THE BOARDWALK AT CAPE SAN BLAS HOMEOWNERS ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at 303 Fourth Street, Port St. Joe, Florida 32456, has named THOMAS GIBSON, located at 303 Fourth Street, Port St. Joe, Florida 32456, as its agent to accept service of process within the State of Florida.

SIGNATURE: 

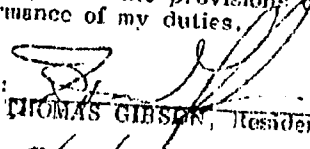
IRA D. SCHONBERG

TITLE:

President

DATE:

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

SIGNATURE: 

THOMAS GIBSON, Resident Agent

DATE: 3/22/85

Exhibit "B" 0303

FILED AND RECORDED  
DATE 08/20/92 TIME 09:25

SECOND AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF THE BOARDWALK  
AT CAPE SAN BLAS

ENNY LISTER  
C:GULF

CLERK  
ST:FL

FL 922669 B 154 P 303  
CO:GULF ST:FL

THIS Declaration made the 19th day of August, 1992 by Pan Gulf Corporation, a Florida Corporation hereinafter referred to as "Developer".

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of the Boardwalk at Cape San Blas dated March 27, 1985 and recorded in the public records of Gulf County, Florida at ORS-104, page 843 provides for the addition of certain property to the development, and

WHEREAS, the Developer desires to add certain property to the development.

NOW THEREFORE pursuant to Article II, Section 1 of the Declaration of Covenants, Conditions and Restrictions of the Boardwalk at Cape San Blas described above, Article I, Section 3 is hereby amended to include Lots 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 3, Surfside Estates Unit 1 as per the plat thereof recorded in the public records of Gulf County, Florida at Plat Book 2, page 18. Said property shall be subject to all of the declaration described above for all purposes.

DATED the day first above written.

THOMAS S. GIBSON

PAN GULF CORPORATION,

SUSAN WHITE

BY: [Signature]  
its President.

Attest:

[Signature]  
its Secretary

STATE OF  
COUNTY OF

RECORD VERIFIED  
BY [Signature]

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared IRA D. SCHONBERG known to me to be the President of Pan Gulf Corporation and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form(s) of identification of the above-named person(s), personally known to me and that an oath (was) (was not) taken.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of August, 1992.

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

0303

Exhibit 0304

FL 622669 B 154 P 30.  
CO:GULF ST:FL

CONSENT TO AMENDED DECLARATION

Wewahitchka State Bank by and through its undersigned officer hereby consents to this amended declaration and to the inclusion of the property described herein in the Declaration of Covenants, Conditions and Restrictions of the Boardwalk at Cape San Blas for all purposes.

[Signature]  
Diana White

WEWAHITCHKA STATE BANK

By: [Signature]  
its President

STATE OF FLORIDA  
COUNTY OF GULF

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared WILLIAM C. SUMNER known to me to be the President of Wewahitchka State Bank and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form(s) of identification of the above-named person(s): (personally known to me and that an oath (was) (was not) taken.

Witness my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of August, 1992.

[Signature]  
Notary Public  
My Commission Expires: 08/20

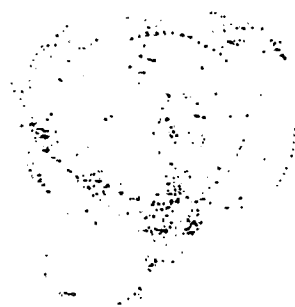




Exhibit "B" 0303

FILED AND RECORDED  
DATE 08/20/92 TIME 09:25

CORRECTIVE AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF THE BOARDWALK

ENNY LISTER  
CLERK  
CO:GULF

CLERK  
ST:FL

AT CAPE SAN BLAS

FL 922670 B 154 P 30  
CO:GULF ST:FL

THIS CORRECTIVE Declaration made this \_\_\_ day of August, 1992  
by Pan Gulf Corporation, a Florida Corporation, hereinafter  
referred to as "Developer" shall read as follows:

WHEREAS, the original Declaration of Covenants, Conditions and  
Restrictions of The Boardwalk at Cape San Blas dated March 27, 1985  
was recorded in the public records of Gulf County, Florida at ORB  
104, page 843, and

WHEREAS, in the body of the Declaration, the common area was  
described in Exhibit "B" to that Declaration according to the body  
of declaration, and

WHEREAS, at the time of recording, Exhibit "B" was  
inadvertently left off of the Declaration and not recorded, and

WHEREAS, that Declaration provides in Article VIII, Section  
2, "Notwithstanding anything to the contrary herein, the Developer  
reserves the right to correct any error or omissions."

NOW THEREFORE, Developer hereby amends the original  
declaration described above by adding Exhibit "B" a copy of which  
is attached hereto and by this reference made a part hereof for all  
purposes to the original Declaration completely and as if it had  
been recorded with the original.

DATED this day first above written.

THOMAS S. GIBSON

SUSAN WHITE  
Attest:

its Secretary

PAN GULF CORPORATION,

BY: \_\_\_\_\_  
its President

STATE OF  
COUNTY OF

I hereby Certify that on this day, before me, an officer duly  
authorized to administer oaths and take acknowledgments, personally  
appeared IRA D. SCHONBERG known to me to be the President of Pan  
Gulf Corporation and who executed the foregoing instrument, who  
acknowledged before me that he executed the same, that I relied  
upon the following form(s) of identification of the above-named  
person(s): personally known to me and that an oath (was) (was not)  
taken.

Witness my hand and official seal in the County and State last  
aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

RECORD VERIFIED

Notary Public

Exhibit "B" 0306

EXHIBIT "B"

FL 922670 B 154 P 306  
CO:GULF ST:FL

All of Surfside Estates Unit 1, less and except

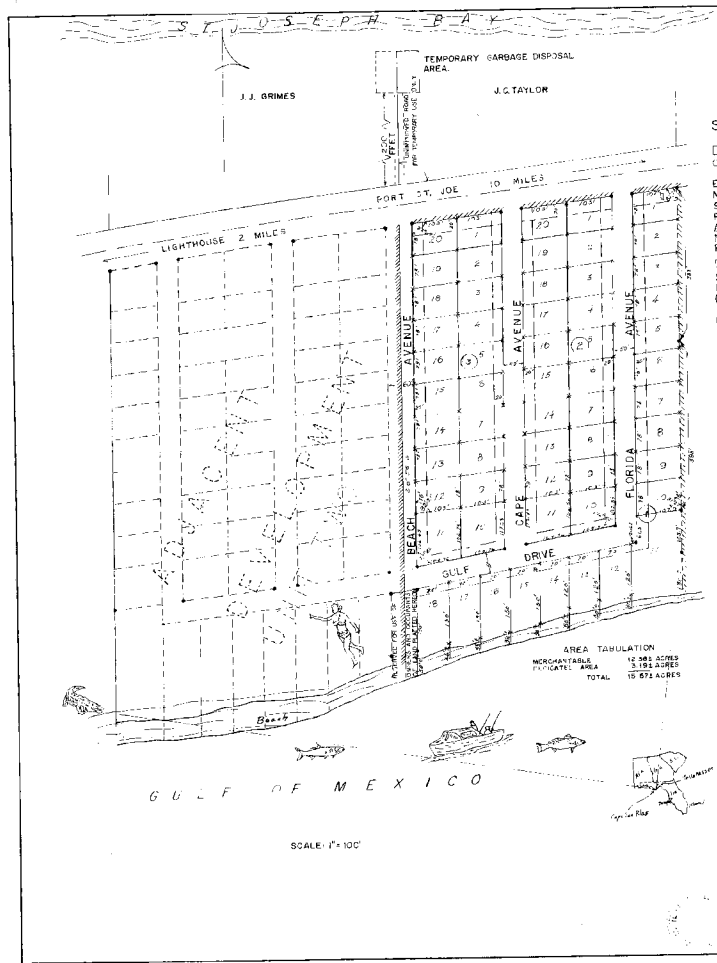
Lots 1 - 10, 17, 18, Block 1

Lots 1 - 20, Block 2

Lots 1 - 20, Block 3

# Boardwalk at Cape San Blas Homeowners' Association, Inc. Exhibition, Inc.

"R7"



## SURFSIDE ESTATES UNIT ONE

THE SOUTH 1,100 FEET AND THE EAST 645 FEET OF GOVERNMENT ORIGINAL LOT 1, SECTION 22, TOWNSHIP 9 SOUTH, RANGE 11 WEST, GULF COUNTY, FLORIDA.

DESCRIPTION: THE UNDERSIGNED, BEING THE OWNERS IN FEE SIMPLE HAS HAD SURVEYED AND PLATTED THE PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE EAST LINE OF GOVERNMENT ORIGINAL LOT 1, SECTION 22, TOWNSHIP 9 SOUTH, RANGE 11 WEST, AND EXTEND A LINE NORTH ALONG SAID EAST LOT LINE FOR 100 FEET MORE OR LESS, TO A POINT; THEN CONTINUE NORTH ALONG SAID EAST LOT LINE FOR 885.7 FEET, THEN TURN 90° 27' LEFT ALONG THE SOUTH LINE OF THE 100 FOOT STATE ROAD, RIGHT OF WAY FOR 650.2 FEET, THEN TURN 90° 43' LEFT ALONG A LINE THAT IS 644.64 FEET WEST OF AND PARALLEL TO THE SAID EAST LOT LINE FOR 1,088.87 FEET, THEN TURN 102° 35' LEFT AND MEASURE THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO IN A NORTHEASTERLY DIRECTION FOR 655.1 FEET TO THE POINT OF BEGINNING.

DEDICATION: THE UNDERSIGNED OWNERS DEDICATE TO THE PUBLIC FOR PROPER USE THE PORTIONS PLATTED AS STREETS, DRIVES, AND AVENUES, BUT RESERVE TO THEMSELVES AND ALL SUCCESSORS IN INTEREST OF WHATEVER NATURE: (1) THE REVERSION OF EACH SUCH PORTION UPON DISCONTINUANCE OF ITS PROPER USE; AND A 5 FOOT PERPETUAL EXCLUSIVE EASEMENT UPON, OVER, THROUGH OR UNDER ALL DEDICATED LAND; AND (2) A PERPETUAL EXCLUSIVE EASEMENT UPON, OVER, THROUGH OR UNDER ALL DEDICATED LAND, TO INSTALL, ALTER, EXTEND, MAINTAIN AND FURNISH FULL UTILITIES FACILITIES AND SERVICES OF ALL TYPES, INCLUDING WITHOUT LIMITATION GAS, ELECTRICITY, WATER, TELEPHONE SERVICE, AND SEWAGE AND GARBAGE DISPOSAL.

(3) ALL BUILDINGS SHALL BE CONSTRUCTED OF MASONRY OR OTHER TYPE MATERIAL WHICH HAS THE WRITTEN APPROVAL OF THE DEVELOPERS OR THEIR SUCCESSORS.

(3) ALL BUILDINGS SHALL BE SINGLE FAMILY, 1 OR 1 1/2 STORY STRUCTURES, WITH CARPORT OR GARAGE ATTACHED, WITH A MINIMUM LIVING AREA OF 840 SQUARE FEET FOR INTERIOR LOTS AND NOT LESS THAN 1,000 SQUARE FEET FOR LOTS ADJACENT TO GULF BEACH, EXCLUSIVE OF PORCHES, TERRACES, GARAGE, CARPORTS, ETC.

(3) NO BUILDING SHALL ENCROACH ON THE BUILDING RESTRICTION LINES AS PLATTED HEREON. NO BUILDING SHALL BE LOCATED NEARER THAN 10 FEET TO ANY SIDE OR REAR LOT LINE.

(4) TRAILERS, TENTS, CAMP HOUSES, OR OTHER OUTHOUSES SHALL NOT BE LOCATED ON ANY LOT PLATTED HEREON EITHER TEMPORARILY OR PERMANENTLY.

(5) ALL FORMS OF LIVESTOCK EXCEPT HOUSEHOLD PETS ARE PROHIBITED.

GENERAL: (1) THE OWNERS AND OCCUPANTS ONLY OF THE LAND PLATTED HEREON SHALL HAVE THE RIGHT OF EGRESS AND INGRESS TO THE BEACH AREA ACROSS THE RESERVED AREA BETWEEN GULF DRIVE AND THE GULF OF MEXICO.

(2) ALL GARBAGE OR OTHER DEBRIS MUST BE DEPOSITED IN THE AREA DESIGNATED BY A SIGNAGE OR OTHER DEVICES MAY BE DEPOSITED ON THE LAND PLATTED HEREON OR IN THE WATER. ADJACENT THEREIN, "OUTDOOR TOILETS, PRIVIES OR OTHER PIT LATRINES AND EXHIBITED, SANITARY SEWAGE DISPOSAL SYSTEMS MUST CONFORM TO THE FLORIDA STATE BOARD OF HEALTH REQUIREMENTS.

(3) ALL LOTS ARE DESIGNATED FOR RESIDENTIAL PURPOSES ONLY, WITH THE EXCEPTION OF LOTS 11, 12, 9, 10, BLOCK 1.

(4) THE TEMPORARY GARBAGE DISPOSAL AREA AS INDICATED HEREON IS FOR THE EXCLUSIVE USE OF THE OWNERS AND OCCUPANTS OF THIS SUBDIVISION.

(5) ALL BOATHOUSES, DOCKS, PIERS AND FLOATS MUST HAVE PRIOR APPROVAL OF THE DEVELOPERS OR THEIR SUCCESSORS AND MEET CORPS OF ENGINEERS, U.S.A. MINIMUM STANDARDS.

WITNESS MY HAND AND OFFICIAL SEAL THIS 2<sup>ND</sup> DAY OF JUNE 1959.

*J.C. Taylor*  
 J. C. TAYLOR

*Edith B. Taylor*  
 EDITH B. TAYLOR

COUNTY OF PINELLAS )  
 BEFORE ME PERSONALLY APPEARED J. C. TAYLOR AND EDITH B. TAYLOR HIS WIFE KNOWN TO ME TO BE THE PERSONS WHO STATED UNDER OATH THAT THEY EXECUTED FREELY THIS DEDICATION FOR THE USES AND PURPOSES THEREIN EXPRESSED.

NOTARY PUBLIC STATE OF FLORIDA  
 AT LARGE, MY COMMISSION EXPIRES APRIL 20, 1962

PLAT APPROVED AND DELICATED ACCEPTED BY BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA, JUNE 23, 1959.

BY *Ray W. Coyle*  
 CHAIRMAN

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LAND DESCRIBED AND PLATTED, AND THE PERMANENT REFERENCE MONUMENTS HAVE BEEN SET ACCORDING TO FLORIDA LAW.

FLORIDA ENGINEERING ASSOCIATES, INC.  
 BY *Max W. McIlbourn*  
 MAX W. MCILBOURN,  
 REGISTERED LAND SURVEYOR,  
 FLORIDA CERTIFICATE NO. 1426,  
 JUNE 2, 1959.

I CERTIFY THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES 1957, AND THAT IT WAS RECORDED IN PLAT BOOK 2, PAGE 15, PUBLIC RECORDS OF GULF COUNTY, FLORIDA, JUNE 23, 1959.

*Ray W. Coyle*  
 CLERK OF DISTRICT COURT

TITLE	
SURFSIDE ESTATES UNIT ONE	
DATE 3/31/59	DRAWN BY J. S. M.
	APPROVED BY M. W. K.
FLORIDA ENGINEERING ASSOCIATES, INC.	
322 WEST 5 <sup>TH</sup> AVE. SUITE 2000 TAMPA, FLORIDA 33609	
T. H. COMBES, JR. PRESIDENT	
ALL OTHERS ARE STATE	
SHEET 1 OF 2	

Exhibit "D"

**Ron DeSantis**  
GOVERNOR



**Ken Lawson**  
EXECUTIVE DIRECTOR

January 31, 2020

Julia L. Steiner, Esq.  
Burg Law Firm, P.A.  
14101 Panama City Beach Pkwy, Suite 160  
Panama City Beach, Florida 32413-2878

**Re: Boardwalk at Cape San Blas Homeowners' Association, Inc.; Approval;  
Determination Number: 20019**

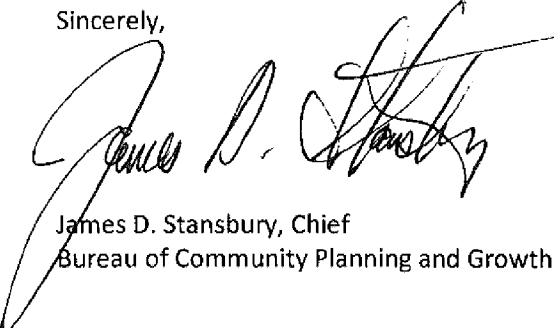
Dear Ms. Steiner:

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 Boardwalk at Cape San Blas Homeowners' Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

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

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

Sincerely,



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

JDS/ss/rm

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

## Exhibit "D"

Julia L. Steiner Esq.

January 31, 2020

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### 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.