

This document prepared by:  
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Coastal Association Law Group, P.L.  
139 E. Government Street  
Pensacola, FL 32502  
(850) 466-3255  
Our File No. 14-40-2049

**CERTIFICATE OF RECORDING**

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

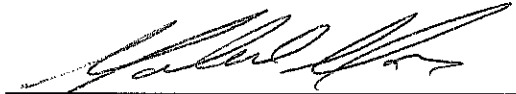
1. Declaration of Covenants, Conditions and Restrictions for Spinnaker Cove.
2. Certified copy of the Articles of Incorporation (as Exhibit "C" to the Declaration").
3. Bylaws of Spinnaker Cove Homeowners Association, Inc. (as Exhibit "D" to the Declaration").
4. Letter of approval from Department of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

Dated this 12<sup>th</sup> day of JANUARY, 2015.

SPINNAKER COVE HOMEOWNERS  
ASSOCIATION, INC.,  
a Florida Not-for-Profit Corporation

By:   
KEITH JENSEN, Its President

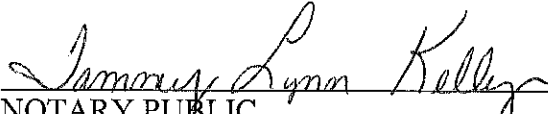
ATTEST:

  
MARLOS DeMORAES, Its Secretary

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

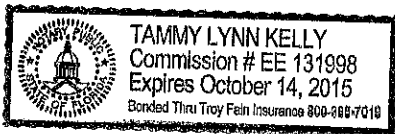
The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 2015, by Keith Jensen, president of Spinnaker Cove Homeowners Association, Inc., who is personally known to me or who produced FL Drivers License as identification.

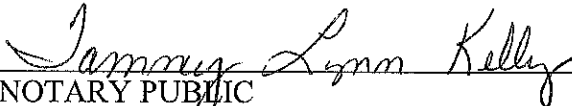


  
NOTARY PUBLIC  
Print Name: Tammy Lynn Kelly  
Notary Public, State of Florida  
Commission Number \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of January, 2015, by Marlos DeMoraes, secretary of Spinnaker Cove Homeowners Association, Inc., who is personally known to me or who produced FL Drivers License as identification.



  
NOTARY PUBLIC  
Print Name: Tammy Lynn Kelly  
Notary Public, State of Florida  
Commission Number \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

SPINNAKER COVE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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 Spinnaker Cove (a Planned Unit Development according to the plat thereof recorded in Plat Book 11, Page 96, Public Records of Escambia County, Florida) pursuant to Chapter 720, Part III, Florida Statutes.

MAYET INVESTMENT CORPORATION and CARABINE INVESTMENTS, S.A., the original developers, (herein referred to collectively as "Developer") recorded the covenants, restrictions, reservations and servitudes on the forgoing described property in Official Records Book 1803, Page 913 in the Public Records of Escambia County, Florida, which were subsequently amended by amendments recorded in Official Records Book 2405, Page 391 and Official Records Book 6599, Page 974, of the Public Records of Escambia County, Florida (herein referred to as the "Original Declaration"). These covenants, conditions, restrictions and servitudes expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

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

The real property encumbered by this Declaration, as described herein and governed by the Association (as defined herein) shall be subject to and operated in accordance with Chapter 720 and Chapter 617, Florida Statutes. The voting interest of each parcel owner shall be the same as the voting interest of the parcel owner under the previous governing documents. The proportional-assessment obligations of each parcel owner shall be the same as proportional-assessment obligations of the parcel owner under the previous governing documents. The respective amendment provisions are the same as those contained in the previous governing documents. This Revived Declaration contains no covenants that are more restrictive on the

affected parcel owners than the covenants contained in the previous governing documents, except as permitted under Section 720.404(3). This Revived Declaration complies with the other requirements for a declaration of covenants and other governing documents as specified in Chapter 720.

WITNESSETH:

WHEREAS, Developer was the owner of certain property located in Escambia County, Florida, which is more particularly described and designated on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Developer intended that the said real estate shall be developed and improved in accordance with the General Plan of Development hereinafter referred to; and

WHEREAS, said General Plan of Development contemplated the ultimate establishment of a residential community including therein various Common Areas for the collective use of all the residents thereof which will consist of the property now submitted to this Declaration; and

WHEREAS, Developer desired: (I) to provide for the preservation of the values and amenities in said community and for the maintenance, repair, replacement and administration of such Common Areas; and (II) to establish the classes of persons entitled to the use of such Common Areas and their respective rights, duties, and obligations relative to such use and the payment of their respective shares of the cost of maintenance, repair, replacement and administration; and

WHEREAS, Developer caused to be incorporated under the laws of the State of Florida, a non-profit corporation, Spinnaker Cove Homeowners Association, Inc., for the purpose of performing those functions hereinabove set forth; and

WHEREAS, Developer conveyed Lots, as the term is hereafter defined, in the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth; Developer added on to the properties adjacent to the land owned by or acquired by Developer and Developer conveyed Lots, as the term is hereinafter defined, in said properties, as added to, subject to certain prospective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

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

ARTICLE I  
DEFINITIONS

For the purpose of the within Declaration, the following definitions shall control.

Section 1. "Association" shall mean and refer to Spinnaker Cove Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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. "Lot owner" shall not include the developer if the lot is not developed or sold by developer.

Section 3. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof and such other property adjacent thereto as shall be added to by the developer.

Section 4. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association and shall include any personal property or facilities located thereon.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Areas.

Section 6. "Declarant" shall mean and refer to Mayet Investment Corporation, a Florida corporation, and Carabine Investments, S.A., a Panama corporation, and their successors and assigns, if such successors or assigns should acquire a more than one undeveloped Lot from the Declarant for the purpose of development. (Declarant may sometimes be called "Developer.")

Section 7. "Member" shall mean and refer to each Owner who is a member of the Association as provided in Article V hereof.

Section 8. "Declaration" or "Revived Declaration" shall mean the within instrument together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof. The within Declaration may be referred to in any other documents as Spinnaker Cove Declaration of Covenants, Conditions and Restrictions.

Section 9. Except where otherwise specifically provided herein, the term "first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a residence.

Section 10. Except where otherwise specifically provided herein, the term "first mortgage" means a mortgage made by a bank or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which is a first and prior mortgage encumbering a residence.

Section 11. "Residence" shall mean and refer to the single family dwelling located upon a lot.

Section 12. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Spinnaker Cove Homeowners Association, Inc., all exhibits which are attached thereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 13. "By-Laws" shall mean and refer to the By-Laws of Spinnaker Cove Homeowners Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 14. "Development Area" shall mean and refer to any property subject to this Declaration.

#### ARTICLE II AND ARTICLE III (COMBINED)

#### GENERAL PLAN OF DEVELOPMENT AND PROPERTY SUBJECT TO THIS DECLARATION

The property described in Exhibit "A" hereto is now submitted to the terms and conditions of this Declaration under the general plan of development. Declarant was permitted to construct forty-two (42) townhouses on the property described in Exhibit "A" on the forty-two (42) lots set forth on the plat of Spinnaker Cove recorded in the Public Records of Escambia County, Florida.

#### ARTICLE IV

#### PROPERTY RIGHTS IN THE COMMON AREAS

##### Section 1. Owner's Right of Enjoyment.

Subject to the provision of Section 3 of this Article, every Owner shall have a right and easement of enjoyment in and to the Common Areas in common with all other Owners and such rights and easements shall be appurtenant to and pass with the title of every lot. Such rights and easements shall inure to the benefit of the Owners, his family, guests, tenants and contract purchasers.

##### Section 2. Title to the Common Areas.

The Declarant covenanted in the Original Declaration for itself, its successors and assigns that it would convey fee simple title to the Common Areas of the Property to the Association, free and clear of all encumbrances and liens, at or before the conveyance of the first Lot located

within the property to an Owner. The Warranty Deed is recorded in Official Records Book 1849, Page 6 of the Public Records of Escambia County, Florida.

Section 3. Owner's Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Areas in common with all other Owners and such rights and easements shall be appurtenant to and pass with the title of every Lot. Such rights and easements shall inure to the benefit of the Owner, his family, guests, tenants and contract purchasers, though subject to:

- (a) The right of the Association to limit the number or guests of members;
- (b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder;
- (c) The right of the Association to suspend the voting rights and right to use of the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Owner not less than 30 days nor more than 60 days in advance of the duly called meeting at which the vote on such dedication or transfer is held;
- (e) The right of the Association to establish, from time to time, certain easements over the Common Areas for purposes of creation of water distribution systems;
- (f) The right of duly authorized employees of the Association to enter upon the Common Areas for the proper purposes of the Association and the right of designated officials of the governmental bodies having jurisdiction over the Property to enter upon the Common Areas for the purpose of enforcing applicable health ordinances, rules, and regulations of said governmental bodies, and to correct or eliminate nuisances or violations resulting from the failure of either an Owner or the Association to exercise its maintenance responsibilities.

Section 4. Delegation of Use.

Any Owner, may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 5. Declarant's Reserved Rights.

(OMITTED)

Section 6. No Dedication to Public Uses.

Nothing contained in the within Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Areas to or for any public use or purposes whatsoever.

Section 7. Incorporation of Easements by Reference.

Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

Every person or entity who is a record Owner of fee or undivided fee interest in any Lot which is subject to this Declaration and to assessment by the Association including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot which he or she owns. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights.

Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS



Section 1. Creation of the Lien and Personal Obligation for Assessments.

The Declarant, for each Lot owned by it within the Property, covenanted, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, and (3) annual assessments or charges to effect payment of the real property taxes assessed against the Common Areas as such term is defined in Section 4 of Article I hereof, and the personal property taxes assessed against the personal property located on, or contained in, the Common Areas and for the payment of insurance premiums as provided in Article XIV, Section 11; and such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments and annual assessments for payment of the real and personal property taxes and insurance premiums, together with such interest thereon and costs of collection thereof, as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property upon which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment, together with such interest, costs, and reasonable attorney's 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and in particular the improvement and maintenance of the Property, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas situated upon the Property.

Section 3. Maximum Annual Assessment.

The annual assessment for 2014 has been fixed at Six Hundred and no/100 Dollars (\$600.00) per Lot.

(a) From and after January 1 of the year following the recordation of this Declaration, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year following the recordation of this Declaration, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum provided in (a) above.

(d) The expenses of the maintenance and operation of any recreational facilities constructed on the property shall be treated as a common expense of the Association.

#### Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

#### Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting the presence of members or of proxies entitled to cast the majority of all the votes of the membership shall constitute a quorum.

#### Section 6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

#### Section 7. Date of Commencement of Annual Assessments: Due Dates.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established 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 assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of Issuance.

#### Section 8. Effect of Nonpayment of Assessments; Remedies of the Association; the Personal Obligation of the Owner; the Lien.

(a) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, the assessment shall bear interest from the date of the delinquency at the rate of eighteen percent (18%) per annum, and the Association, acting through its Board of Directors, 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 any 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 Common Areas or abandonment of his Lot.

(b) If the assessment is not paid within five (5) days after it becomes due, then the Association shall have a continuing lien on the delinquent Lot which lien shall continue until the delinquent assessment is paid.

Each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance is deemed to covenant, which covenant shall run with the land, that such lien does exist and is, and shall be superior to all other charges or liens against the property except the lien of a first mortgagee. Such lien may be perfected by the filing of an instrument among the Public Records of Escambia County, Florida, indicating the amount of such lien and the obligation for interest and attorney's fees and costs of collection. Such lien shall be foreclosed in the same manner in which mortgages are enforced and foreclosed. The Association, by and through its authorized officers, shall, from time to time, upon the request of an Owner or Mortgagee, issue a certificate, in recordable form, stating the amount of any assessments due with respect to such Lots or stating that all assessments are current with respect to such Lots, and any third party may rely on such certificate, and the Association shall be bound thereby.

#### Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby (subject only to tax liens). Sale or transfer of any Lot which is subject to a mortgage as herein described, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### Section 10. Exempt Property.

The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Areas; (c) any portion of the Property which is designated and/or reserved for easements; and (d) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

#### Section 11. Reserves.

The Association's Annual Assessment shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the Common Areas and other Association property that must be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments.

ARTICLE VII

CAPITAL CONTRIBUTION

(OMITTED)

ARTICLE VIII

EXTERIOR MAINTENANCE

No Owner shall in any way deface or change the color of the exterior of his residence. Exterior walls and roofs are to be maintained by each Owner in accordance with Association standards and in quality condition at all times. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject; and said assessment shall be enforced in the same manner as provided for in Section 8 of Article VI.

Normal maintenance of the roof of the Residence such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of the Owners. The expense of such maintenance shall be borne equally by the Owners. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one Residence the repair or replacement shall be at the expense of the said Owner. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement. If any Owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, any other affected Owner may have such roof repaired or replaced and shall be entitled to a lien on the Lot of the other Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost. If an Owner shall give or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owners. The Association shall have the right to file a lien for non-payment of such charges in which event the Owner shall be responsible for attorney's fees and costs.

Normal maintenance for exterior painting of the Residence shall be done uniformly and at the same time for all Residences upon agreement by 2/3 of Residence Owners. The expense of such maintenance shall be borne equally by the Owners.

In the event of damage or destruction which is confined wholly with the dimensions of one Residence the repair or replacement and exterior painting shall be at the expense of the said

Owner. If the damage or destruction of an adjacent Residence is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of exterior repair or replacement and painting.

If any Owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, any other affected Owner may have such Residence exterior repaired or replaced and painted and be entitled to a lien on the Lot of the other Owner so failing to pay for the amount of such defaulting Owner's share of the exterior repair or replacement and painting cost. If an Owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owners. The Association shall have the right to file a lien for non-payment of such charges in which event the Owner shall be responsible for attorney's fees and costs.

## ARTICLE IX

### PARTY WALLS

#### Section 1. General Rules of Law to Apply.

Each wall is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

#### Section 2. Sharing of Repair and Maintenance.

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

#### Section 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rules or law regarding liability for negligent or willful acts or omissions.

#### Section 4. Weatherproofing.

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

Section 5. Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration.

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE X

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration to any residence thereon be made upon any Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board Of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In arriving at a decision the Board of Directors or Architectural Committee may consider such factors and circumstances as it may deem appropriate including, without limitation, architectural and engineering considerations; aesthetic considerations; the present or future use of nearby Lots; the size, shape and nature of the Lot or nearby Lots; the natural terrain and vegetation of the Lot or nearby Lots; the kind, quality and colors of building materials; and the kind and amount of proposed landscaping. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The provisions herein contained shall not apply to Declarant; and Declarant shall have the right to construct residences, together with other improvements on the Property, without submitting the plans and specifications, and procuring the approval thereof, pursuant to the provisions herein contained.

ARTICLE XI

RESTRICTIONS ON USE OF THE COMMON AREAS AND RESIDENCES

Section 1. Lot Restriction.

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 a single family dwelling.

## Section 2. Common Areas Restriction.

No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Areas, nor shall any "For Sale" or "For Rent" signs or any window display advertising be maintained or permitted on any part thereof.

## Section 3. Obstructions.

There shall be no obstructions of the Common Areas except as specifically provided herein, nor shall anything be stored in the Common Areas without the prior Consent of the Association; provided, however, that Declarant may store construction materials and promotion and sales materials on the Common Areas when necessary in connection with the development of the Property.

## Section 4. Pets.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept providing they are not kept, bred or maintained for any commercial purpose. Pets shall not be allowed to run at large within the Development Area. "At Large" shall mean off the Lot of the owner or custodian of the pet. Any pet running at large within the Development Area shall be considered a nuisance. Any pet off the Lot of the owner shall at all times be under the control of the owner or custodian of the pet. "Under control" shall mean restrained by a leash, held in the arms, or caged.

## Section 5. Nuisances.

No nuisance, noxious or offensive activity shall be carried on upon any Lot or in the Common Areas nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Property.

## Section 6. Rubbish.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

## Section 7. No Unsightly Uses.

No garments, rugs, or any other materials may be hung, exposed or dusted from the windows or from the front facade of any residence.

## Section 8. Vehicles.

There shall not be parked upon any of the parking spaces set aside for such, whether on a Lot or upon the Common Areas, any trailer, commercial-type van, commercial vehicle, boat, boat trailer, truck or other non-passenger private automobile.

Section 9. Residences

No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio adjoining or adjacent to the Common Areas.

Section 10. Antennas.

No Lot Owner shall install any exterior antennae upon any Residence.

The Owner of a residence shall at his discretion install satellite television dish antennae in the following manner.

The antennae shall be installed above the top floor level on the south side of the building within the horizontal limits of the upper exterior balcony. The dish can be installed on a horizontal arm as required to gain an unobstructed view of the satellite.

The wiring for the antennae may be surface mounted and run vertically up into the attic and vertically down to the first floor ceiling level where it can be run through the outside wall into the ceiling space above the living room ceiling.

Section 11. No Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence or appendage to such residence, either temporary or permanent.

Section 12. Rules and Regulations.

The Board of Directors shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Areas as the Board of Directors in its sole discretion deems appropriate or necessary, provided such additional rules and regulations shall be consistent with the provisions contained in this Declaration.

Section 13. Residence Quality and Size.

All residences constructed on any Lot shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. Each residence shall contain not less than 1500 square feet of living space.

Section 14. Lot Area and Width.

The area and width of each Lot on the Property upon which residences may be constructed shall be as shown on the recorded Plat of the Property.



Section 15. Easements.

Easements for the installation and maintenance of public utilities are reserved as shown on the recorded Plat of the Property, and shall include additional easements as specified by Declarant in connection with the platting of any additional property annexed in accordance with the terms of this Declaration.

Section 16. Water Supply.

No individual water supply system will be permitted upon any Lot.

Section 17. Sewage Disposal.

No septic tank will be permitted upon any Lot except that Declarant shall have the right to construct septic tanks or to use existing septic tanks on the Property or any additions thereto during the periods of construction, development and sale of the Property.

Section 18. Restriction on Further Subdivision.

No Lot or Residence shall be further subdivided or separated by any Owner, and no portion less than all of any such Lot or Residence, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective Instruments.

ARTICLE XII

EASEMENTS

Section 1. Reservation of Easements.

Easements for the installation and maintenance of utilities and drainage facilities are set forth and contained in the recorded Plat. Easements for the installation and maintenance of additional utilities and drainage facilities within the Common Areas of the property may have been recorded in the Public Records or otherwise reserved by Declarant. An easement is reserved on each Lot for the installation and maintenance of the service connection from the utilities or drainage systems on the Common Areas of the Property to any Lot or residence within the Property.

Section 2. Easement Rights.

Easements are expressly provided for and reserved in favor of the Owners and occupants of Spinnaker Cove, their guests and invitees, for ingress and egress over and about the Common Areas for the purpose of entering and leaving Spinnaker Cove, and for vehicular traffic over and across such portions of the Common Areas as are used as roads within the Development Area. The rights provided under this easement shall be exercised by the foregoing parties in a manner

so as not to interfere with the use and enjoyment of the Common Areas by the Owners of residences, their families, guests or tenants.

Section 3. Encroachment Easements.

Notwithstanding any other provisions contained in this Declaration, in the event that any residence, as constructed by the Declarant on a Lot, encroaches upon any portion of the Common Area or adjoining Lots, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lots. In the event any fence, roof, overhanging roof, or portion of the residence as constructed upon any Lot by Declarant, encroaches or overlaps upon any other Lot or the Common Area then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or residence is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Areas.

ARTICLE XIII

ANNEXATION AND SUBMISSION OF ADDITIONAL PROPERTIES  
TO THE DECLARATION

(OMITTED)

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Covenants run with Land.

All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Conditions and Restrictions, and (b) the Articles of Incorporation and By-Laws of the Association which will be the entity responsible for the operation and maintenance of the Common Areas.

Section 2. Enforcement.

The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability.

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

Section 4. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 5. Remedy for Violation.

For violation or a breach of any of the provisions herein, or the provisions of the Articles of Incorporation or By-Laws of the Association, by any person claiming by, through or under the Declarant and/or the Association, or by virtue of any judicial proceedings, the Owner, or the Association, or a first mortgagee, or any of them, shall have the right to proceed at law for damages or in equity to compel compliance with any of them, or for such other relief as may be appropriate. In addition to the foregoing right, whenever there shall have been built upon the Property any structure which is in violation of this Declaration, the Association, upon the affirmative vote of two-thirds (2/3) of the Board of Directors, may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner; provided, however, that the Association shall then, at the expense of the Owner, make the necessary repairs, construction, etc. to insure that the property and improvement where such violation occurred is restored to the same condition in which it existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. In the event that resort to this Section becomes necessary, then the defaulting parties shall be liable for costs of enforcement including attorney's fees and court costs.

Section 6. Effect of Waiver of Violation.

No waiver of a breach or violation of any of the terms, provisions and covenants in this Declaration or in its Articles of Incorporation and by-Laws of the Association, shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant of this Declaration, or the Articles of Incorporation and By-Laws of the Association.

Section 7. FHA/VA Approval.

(OMITTED)

Section 8. Instruments Governing Common Areas and Owners of Lots.

This Declaration and the Articles of Incorporation, the By-Laws and Rules and Regulations of the Association, and any lawful amendments, from time to time, to said instruments, shall govern the Common Areas and the rights, duties and responsibilities of the Owners of Lots.

Section 9. Declarant as Owner.

(OMITTED)

Section 10. Notice to Owners.

(OMITTED)

Section 11. Owner's Liability and Casualty Insurance.

The Association shall purchase property, liability, and casualty insurance as may be necessary on the common areas to protect the Association and the Owners. Such insurance will be assessed to each owner as a portion of his annual assessment for the insurance premium. In the event of a casualty loss the association shall adjust such loss on their behalf.

Absolute liability shall not be imposed upon Owners for damage to the Common Areas including the improvements thereon, where maintained by the Association, which is caused by said Owners, their families, guests or invitees. This liability shall be limited to only that for which they are legally responsible under Florida law.

Section 12. Gender.

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 13. Insurance on Property Owned by the Association.

Unless Owners entitled to cast two-thirds (2/3) of the votes of the membership have given their prior written approval, the Association shall not be entitled to:

(a) Fail to maintain fire and extended coverage on insurable Common Areas or other Association property, if any, on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

(b) Use hazard insurance proceeds for losses to any Common Areas or other Association property, if any, for other than the repair, replacement or reconstruction of such common property.

Section 14. Rights of First Mortgages.

(a) First mortgagees of Residences may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Areas or other Association property and may pay overdue premiums of hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

(b) A first mortgagee of a residence, upon request, is entitled to written notification from the Association of any default in the performance by the Owner of said Residence of any obligation under the terms and conditions of this Declaration or the other constituent documents which is not cured within sixty (60) days.

ARTICLE XV

LIMITED COMMON ELEMENTS

Boat slips will be considered limited common elements, the use of which will be limited to the owner to whom the slip is assigned for the period of the assignment. Each owner will select a boat slip which will be maintained by the Association. Selection of boat slips will be guided by the size of boat owned at the time of settlement. Boats over thirty feet (30') in length or with beams over eleven feet (11') will have priority for the outermost slips to allow more moving room. Boats with eight feet (8') beams or less will be assigned to the twelve foot (12') wide slips. Owners purchasing larger boats may move to a larger slip as long as a larger slip is available. A dockmaster will be elected by the homeowners to oversee the use of slips and make recommendations as to slip assignments. The Board of Directors shall be final authority in the assignment of all slips.

The following provision was adopted by the Association as a "proposed enlargement of the Sovereign State Submerged Land Lease" and recorded at Official Records Book 6599, Page 974 of the Public Records of Escambia County, Florida, as a second amendment to the Original Declaration:

The final size and shape of the attached plan for enlargement is subject to approval of the State of Florida but basically it includes the enlargement of the existing Sovereign State Submerged Land Lease to allow the addition of a 50 foot deep by 90 foot wide area for large boats on the south side of the "T" at the end of the dock. Also included will be the enlargement of 6 existing slips from 32 feet deep to 42 feet deep and adding a 98 foot long by 28 foot deep area along the easterly shore for future small craft slips. This additional area will roughly double the land area of the lease. Piling installation and dockage facilities will be constructed on an as needed basis and as approved by the Board of Directors. Permitting and piling installation to the south of the main pier will be paid for by the owner that desires the use of one of these large boat slips. Dockage along the jetties on the north side of the pier will be paid for by

assessment of the association at such time that there is a demand for such a facility. It is the intent of the board of directors that these new slips be used on a first come first served basis for smaller craft, jet skis, and dinghies. The Board of Directors will be the final word for all slip assignments and activities on the dock. In all other respects the other provisions of the Declaration of Covenants, Conditions and Restrictions dated the 13<sup>th</sup> day of August 1983, and recorded in Official Records Book 1803 at Page 913 of the Public Records of Escambia County, Florida, as hereby ratified and confirmed. Also in all other respects the other provisions of the First Amendment dated the 1<sup>st</sup> day of June 1987, and recorded in Official Records Book 2405 at Page 392 of the Public Records of Escambia County, Florida, as hereby ratified and confirmed.

[NOTE: This amendment language appears to have been adopted on November 22, 2008; however, recordation of the amendment did not occur until June 4, 2010. A Submerged Land Lease was recorded on May 14, 2010 in Official Records Book 6591, Page 1842 which provides in greater specificity for the size of the docking facility. Also, a Conservation Easement was recorded in Official Records Book 6587, Page 1523, all of the Public Records of Escambia County, Florida. That certain first amendment to the Declaration formerly adopted by the Association and recorded in Official Records Book 2405, Page 391, of the Public Records of Escambia County, Florida, as referenced above was declared "null and void" by Order of the Circuit Court in and for Escambia County, Florida, recorded in Official Records Book 2498, Page 599, of the Public Records of Escambia County, Florida.]

## ARTICLE XVI

### AUTHORITY OF THE COUNTY TO ENFORCE ASSESSMENTS

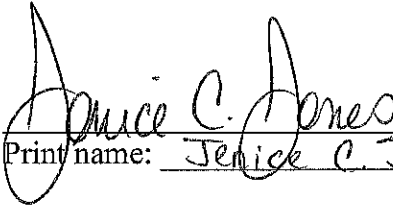
If Escambia County determines that the common areas are not being maintained by the Association to County standards, County may give written notice of noncompliance to the Association, which shall forthwith correct such noncompliance. Escambia County, Florida, shall have the right by suit for specific performance to require the Association to levy and collect sufficient assessments and to maintain the common areas in accordance with County standards and pay the real property taxes thereon. In the event a suit for such specific performance does not result in the proper maintenance of the common areas in accordance with County standards and in the payment of real property taxes thereon, Escambia County, Florida, shall have the right to do or have the necessary maintenance work accomplished and the real property taxes thereon paid and shall be subrogated to all the rights of the Association to collect the assessments on the lots subject thereto.

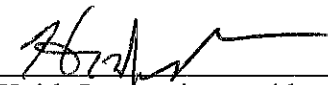
[END OF TEXT]

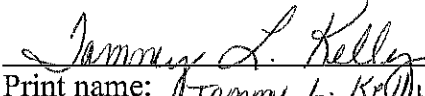
IN WITNESS WHEREOF, by the written agreement of a majority of the affected parcel owners in Spinnaker Cove pursuant to Chapter 720, Part III, Florida Statutes, Spinnaker Cove Homeowners Association, Inc., a Florida not for profit corporation, has caused this instrument to be executed by its president and secretary as required by Section 720.407, Fla. Stat. as of this 12<sup>th</sup> day of January, 2015.

Signed, sealed and delivered in the presence of:

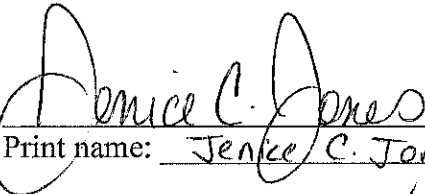
SPINNAKER COVE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

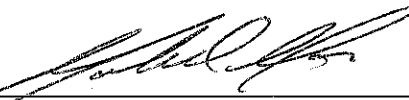
  
Print name: Jenice C. Jones

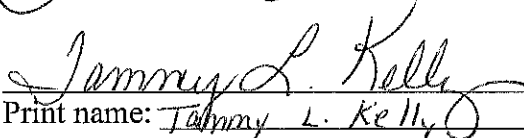
By:   
Keith Jensen, its president

  
Print name: Tammy L. Kelly

SPINNAKER COVE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

  
Print name: Jenice C. Jones

By:   
Marlos DeMoraes, its secretary

  
Print name: Tammy L. Kelly

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 12<sup>th</sup> day of January, 2015, by Keith Jensen, as president of Spinnaker Cove Homeowners Association, Inc., a Florida not for profit corporation.

           Personally Known  
OR  
 Produced Identification  
Type of ID produced FL Drivers License



Tammy Lynn Kelly  
NOTARY PUBLIC-STATE OF  
FLORIDA

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 12<sup>th</sup> day of January, 2015, by Marlos DeMoraes, as secretary of Spinnaker Cove Homeowners Association, Inc., a Florida not for profit corporation.

           Personally Known  
OR  
 Produced Identification  
Type of ID produced FL Drivers License



Tammy Lynn Kelly  
NOTARY PUBLIC-STATE OF  
FLORIDA

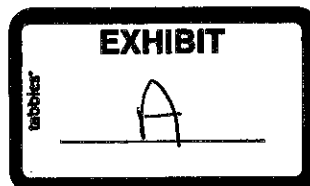


SPINNAKER COVE

Description:

Spinnaker Cove ;

Commence at the Southeast corner of Block 39, Second Addition to New Warrington, according to plat filed in Plat Book 1, at page 35 of the Public Records of Escambia County, Florida. Thence run S 60 deg 47 min 19 sec W along the North line of Lot 23, Mary Jackson S/D as recorded in Deed Book "O" Page 455 of said public records for 123.34 feet to the Point of Beginning, Thence continue S 60 deg 47 min 19 sec W for 55.00 feet, Thence run S 41 deg 03 min 53 sec W, continue along said North line of Lot 23, a distance of 440.78 feet to a point in the centerline of an extension of First Street, according to the Plat of Second Addition to New Warrington, Thence run S 19 deg 56 min 42 sec E along the extension of said centerline of First Street, a distance of 297.61 feet, more or less, to a point in the waters of Bayou Grande, Thence run N 71 deg 26 min 16 sec E a distance of 210.41 feet to a point on the shoreline at the junction of Bayou Grande and Ann's Bayou, Thence meander Northerly along the Western shoreline of Ann's Bayou for 505 feet, more or less, to a point on a line bearing S 19 deg 56 min 42 sec E from the Point of Beginning, Thence run N 19 deg 56 min 42 sec W for 135 feet, more or less, to the Point of Beginning, containing 3.31 acres, more or less, and lying in Section 51, T-2-S, R-30-W, Escambia County, Florida.



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

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

All parcels part of SPINNAKER COVE, a planned unit development, according to plat recorded in Plat Book 11 at page 96 of the public records of said County.

<u>OWNER(S)</u>	<u>PARCEL DESCRIPTION</u>
S-Cove Corp.	Lot 1, Spinnaker Cove
S-Cove Corp.	Lot 2, Spinnaker Cove
S-Cove Corp.	Lot 3, Spinnaker Cove
S-Cove Corp.	Lot 4, Spinnaker Cove
S-Cove Corp.	Lot 5, Spinnaker Cove
S-Cove Corp.	Lot 6, Spinnaker Cove
S-Cove Corp.	Lot 7, Spinnaker Cove
S-Cove Corp.	Lot 8, Spinnaker Cove
Don M. Burrill	Lot 9, Spinnaker Cove
Don M. Burrill	Lot 10, Spinnaker Cove
S-Cove Corp.	Lot 11, Spinnaker Cove
S-Cove Corp.	Lot 12, Spinnaker Cove
S-Cove Corp.	Lot 13, Spinnaker Cove
S-Cove Corp.	Lot 14, Spinnaker Cove
S-Cove Corp.	Lot 15, Spinnaker Cove
S-Cove Corp.	Lot 16, Spinnaker Cove
S-Cove Corp.	Lot 17, Spinnaker Cove
S-Cove Corp.	Lot 18, Spinnaker Cove



Dusty E. Rhodes & Lara A. Rhodes	Lot 19, Spinnaker Cove
Laurie J. Rodgers & Patrick S. Parmley	Lot 20, Spinnaker Cove
Jay B. Fitch & Betty G. Fitch	Lot 21, Spinnaker Cove
James R. Facinelli	Lot 22, Spinnaker Cove
Federal National Mortgage Association	Lot 23, Spinnaker Cove
David F. McChessney	Lot 24, Spinnaker Cove
Kevin M. Clabert & Melanie Hardey Clabert	Lot 25, Spinnaker Cove
Kenneth R. Martin & Glenda L. Martin	Lot 26, Spinnaker Cove
Keith A. Davis	Lot 27, Spinnaker Cove
Keith M. Jensen	Lot 28, Spinnaker Cove
Raymond C. Clay, Jr.	Lot 29, Spinnaker Cove
Pamela L. Hagan	Lot 30, Spinnaker Cove
Richard B. Herring & Susan A. Herring	Lot 31, Spinnaker Cove
Harold T. Moore & Sharon P. Moore	Lot 32, Spinnaker Cove
William C. White, Jr. & Nancy P. White	Lot 33, Spinnaker Cove
Gerald T. Potter, Jr. & Kembrlee Scott Potter	Lot 34, Spinnaker Cove
Kenneth D. Hester & Elizabeth W. Hester	Lot 35, Spinnaker Cove (full description can be found at O.R. Book 5720, Page 1764 of the Public Records of Escambia County, FL)
Marlos Azevedo de Moraes	New Parcel 36: fully described at O.R. Book 6972, Page 1754 of the Public Records of Escambia County, FL

Marlos Azevedo de Moraes

New Parcel 37: fully described  
at O.R. Book 7119, Page 1029  
of the Public Records of Escambia  
County, FL

S-Cove Corp.

Lot 38, Spinnaker Cove

S-Cove Corp.

Lot 39, Spinnaker Cove

S-Cove Corp.

Lot 40, Spinnaker Cove

S-Cove Corp.

Lot 41, Spinnaker Cove

S-Cove Corp.

Lot 42, Spinnaker Cove

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SPINNAKER COVE HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on October 12, 1983, as shown by the records of this office.

The document number of this corporation is 770712.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Second day of December, 2014



CR2EO22 (1-11)



*Ken Detzner*

Ken Detzner  
Secretary of State

ARTICLES OF INCORPORATION

770712

OF

SPINNAKER COVE HOMEOWNERS ASSOCIATION, INC.

FIRST: The name of the Corporation is Spinnaker Cove Homeowners Association, Inc.

SECOND: Said Corporation is incorporated as a corporation not-for-profit under the provisions of Chapter 617, Florida Statutes.

THIRD: The address and post office address of the initial registered office of the Corporation in the State of Florida is 921 Gondelier Boulevard, Gulf Breeze, Florida 32561. Abdulmagid M. Mayet is hereby designated as the Registered Agent and Resident Agent of the Corporation for the service of process upon the Corporation, with his office at 921 Gondelier Boulevard, Gulf Breeze, Florida 32561, being designated as the domicile for the service of process upon the Corporation, and Abdulmagid M. Mayet is hereby authorized to accept the service of process as a Registered Agent and Resident Agent of the Corporation.

FOURTH: The purposes for which this Association is formed do not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots and Common Areas of the Property submitted to the terms of the Spinnaker Cove Declaration of Covenants, Conditions and Restrictions (Declaration). The Property which has heretofore or will be submitted to said Declaration is more particularly described in said Declaration. The purposes for which this Association is formed also include the promotion of the health, safety, and welfare of the residents of the above-described Property. The Association shall have the following powers to enable it to comply with the purposes set forth herein:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Escambia County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; 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) To 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) To take all actions necessary to submit additional property to the terms and conditions of the Declaration.

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

(f) To dedicate, sell or transfer all or any part of the Common Areas 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(g) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Areas, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, except where otherwise provided in the Declaration; and

(h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

FIFTH: Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each Lot which he owns. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

SIXTH: The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Paragraph Fifth with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Paragraph Fifth. When more than one person holds such interest in any Lot, all such persons shall be members. 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. The Class B member shall be the Declarant (as defined in the Declaration). The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Paragraph Fifth provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal or exceed the votes outstanding in the Class B membership; or

(b) on December 31, 1986.

SEVENTH: The term for which this Corporation is to exist is perpetual.

EIGHTH: The affairs of the Corporation are to be managed by the following officers:

President  
Vice President  
Secretary  
Treasurer

NINTH: The Officers who are to serve until the first election of the Directors are as follows:

President:	Abdulmagid M. Mayet
Vice President:	Louis F. Ray, Jr.
Secretary:	Thomas K. Anaston, Jr.
Treasurer:	Abdulmagid M. Mayet

TENTH: This Corporation shall be governed by a Board of Directors consisting of no less than three (3) nor more than five (5) persons, and the names and addresses of the persons who are to serve as Directors for the term set opposite his respective name beginning with the recordation of the Declaration are as follows:

<u>Name</u>	<u>Address</u>	<u>Term</u>
Abdulmagid M. Mayet	921 Gondelier Boulevard Gulf Breeze, Florida 32561	3 years

<u>Name</u>	<u>Address</u>	<u>Term</u>
Louis F. Ray, Jr.	15 West Main Street Pensacola, FL 32501	3 years
Thomas K. Anaston, Jr.	2 Hillbrook Way Pensacola, FL 32504	3 years

At the expiration of the initial term of office of each of the said respective Directors, his successor shall be elected to serve a term of two (2) years. Directors shall hold office until their successors have been elected and qualified. Vacancies in the Board of Directors may be filled by the remaining Directors and the Director so elected by the remaining Directors shall serve until the next annual meeting or special meeting of the members of the Association. At that meeting a Director will be elected who will serve until the term of the departing Director has expired.

The Directors shall have the right to increase the number of the Board of Directors from time to time up to a maximum of five (5) persons and to fill the vacancies thereby created.

Annual meetings of the Board of Directors shall be held immediately following and at the same place as the annual meeting of the members of the Association. Special meetings of the Board of Directors may be called by the President or by a majority of the Board of Directors on the giving of not less than three (3) days' notice to each Director by mail or telegraph. Directors may waive notice of a meeting or consent to or take action without a formal meeting. At any meeting of the Board of Directors a majority of the Board of Directors shall constitute a quorum for the transaction of business and any action may be taken by a majority of those present.

Directors may be removed from office by a vote of seventy-five percent (75%) of the voting interests of the Association, except that the members of the initial Board of Directors may not be so removed. The term "voting interests" as used herein and in the By-Laws shall mean the total votes of both the Class A membership and Class B membership, if any. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

No Director shall receive compensation for any service which he rendered to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duty.

The Directors shall have the right to take any action in the absence of a meeting which they would take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

The Board shall have no authority to approve or authorize any capital expenditure in excess of Five Thousand Dollars (\$5,000.00), nor to authorize the Association to enter into any contract for a term of more than three (3) years except with the approval of a majority of the voting interests of the Association, nor to approve of any capital expenditure in excess of Ten Thousand Dollars (\$10,000.00) without approval of seventy-five percent (75%) of the voting interests voting in person or by proxy at a meeting of the members.

**ELEVENTH:** The Board of Directors shall have all the powers and duties referred to in the Declaration of Covenants, Conditions and Restrictions and in the Statutes of the State of Florida respecting corporations not-for-profit. The powers of the Board of Directors shall include, but shall not be limited to, the following: (a) to elect the Officers of the Corporation, and (b) to administer the affairs of the Corporation and the Common Areas, and (c) to engage the services of a manager or managing agent for the property and to fix the terms of such a management agreement and the compensation and the authority of the manager or managing agent, subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, and (d) to promulgate such rules and regulations concerning the operation and use of the property or the Common Areas as may be consistent with the Declaration of Covenants, Conditions and Restrictions and to amend the same from time to time, and (e) to provide for the maintenance, repair and replacement of the Common Areas, and (f) to estimate and adopt an annual operating budget and to provide for the assessment and collection from the Lot owners of their respective shares of the estimated expenses.



TWELFTH: The initial By-Laws of this Corporation are those adopted by the Board of Directors and entered in the Minute Book of the Corporation. Such By-Laws may be altered, amended or added in the manner provided for in said initial By-Laws or any subsequent By-Laws and in conformity with the provisions and requirements of Chapter 617, Florida Statutes, as amended from time to time.

THIRTEENTH: These Articles of Incorporation may be altered, amended, changed, added to, or repealed in the manner now or hereafter prescribed by statute or herein or by the By-Laws of this Corporation as they exist from time to time, at any duly called meeting of the members of this Corporation provided that (a) the notice of the meeting is given in the manner provided for in Section 3 of Article X of the initial By-Laws and it contains a full statement of the proposed alteration, amendment, change, addition or repeal and (b) there is an affirmative vote of seventy-five percent (75%) of the entire membership. An Amendment to these Articles may be proposed by the Board of Directors of the Association, acting upon a vote of the majority of the Directors or by the members, upon a vote of a minimum of twenty-five percent (25%) of the entire voting interest. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or such other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the membership of the Association in accordance with the By-Laws.

FOURTEENTH: This Corporation shall never have or issue shares of stock nor will it ever have or provide for non-voting membership.

FIFTEENTH: From time to time and at least once annually the corporate Officers shall furnish periodic reports to the members, which shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practice.

SIXTEENTH: The Corporation shall have all the powers set forth and described in Chapter 617.021, Florida Statutes, as amended from time to time, together with those powers conferred by the aforesaid Declaration of Covenants, Conditions and Restrictions, these Articles of Incorporation and any and all lawful By-Laws of the Corporation.

SEVENTEENTH: The names and residences of the subscribers hereto are as follows:

<u>Name</u>	<u>Residence</u>
Abdulmagid M. Mayet	921 Gondehier Boulevard Gulf Breeze, Florida 32561

EIGHTEENTH: Each Director and Officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view of curtailment of costs of litigation. The corporation shall not, however, indemnify such Director or Officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceedings to be liable for negligence or misconduct in the performance of his duty as such Director or Officer or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or Officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross

negligence or reckless disregard of the duties involved in the conduct of this office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or Officer may be entitled as a matter of law or otherwise.

NINETEENTH: The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each Class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. The dissolution of the Association shall be subject to the provisions of Chapter 617.05 of the Florida Statutes.

TWENTIETH: As long as there is (a) a Class B membership, and (b) any mortgage that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or a mortgage that is insured by the Federal Housing Administration or guaranteed by the Veteran's Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veteran's Administration: Annexation of additional properties, mergers and consolidations, mortgaging of Common Areas, dedication of Common Areas, dissolution and amendment of these Articles, and amendment of the Declaration of Covenants, Conditions and Restrictions; otherwise, said approval will not be required.

We, the undersigned, being each of the incorporators hereinabove named, for the purpose of forming a corporation not-for-profit, pursuant to Chapter 617, Florida Statutes, do hereby subscribe to these Articles of Incorporation, and have hereunto set our hands and seals this 6th day of April, 1983.

Abdulmagid M. Mayet  
Abdulmagid M. Mayet



**BYLAWS**  
**SPINNAKER COVE HOMEOWNERS ASSOCIATION, INC.**  
**(A Florida non-profit corporation)**

**Article I Name**

This corporation will be known as Spinnaker Cove Homeowners Association, Inc. (the "Association").

**Article II**  
**Definitions**

Section 1. "Declaration" means the Spinnaker Cove Declaration of Covenants, Conditions and Restrictions which is recorded in the public records of Escambia County, Florida, as it may be amended from time to time.

Section 2. "Member" means a record owner of a fee or undivided fee interest in any lot subject to assessment by the Association, and as further defined in the Declaration and Articles of Incorporation.

Section 3. "Articles of Incorporation" means the Articles of Incorporation of Spinnaker Cove Homeowners Association, Inc., as they may be amended.

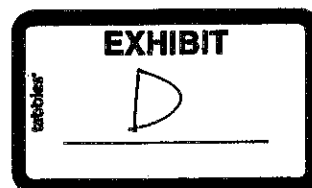
Section 4. All other terms used in these Bylaws have the same definitions as set forth in the Declaration and the Articles of Incorporation.

**Article III**  
**Meetings of Members**

Section 1. Annual Meeting. The annual meeting of the Members will be held in the month of DECEMBER on a date set by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of directors, or upon written request of the members who are entitled to vote ten percent (10%) of all the voting interests.

Section 3. Notice of Meetings. The Association must give all Members actual notice of all membership meetings which must be mailed, delivered, or electronically transmitted to the Members not less than 14 days prior to the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by a Member to the Association for the purpose of notice.



*Handwritten initials/signature*

3.1. The Notice must include the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. Evidence of compliance with the 14-day notice must be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association.

3.2 The Association may, by reasonable rule, adopt a procedure for conspicuously posting the notice and the agenda in the community.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, in person or by proxy, 30% of the total voting interests constitutes a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at the meeting, the Members entitled to vote at the meeting have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

Section 5. Adjourned Meetings. If an annual meeting or special meeting is adjourned to a different date, time or place, then the new date, time or place must be announced at the meeting before it is adjourned. Otherwise, notice of the new time, place or date must be given in the same manner as required for the adjourned meeting. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

Section 6. Proxy Voting. The Members have the right to vote in person or by proxy.

6.1 To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

Section 7. Voting. At all meetings of Members where a quorum has been attained, those Members present in person or by proxy may vote in the manner set forth in the Declaration and a simple majority of the voting interests present in person or by proxy is required on any action unless otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws.

Section 8. Right to Speak. Members have the right to attend all membership meetings and to speak with reference to all items opened for discussion or included on the agenda. A member has the right to speak for at least three minutes on any item, provided that the Member submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of member statements consistent with this section and Florida law.

Section 9. Recording Meetings. A Member may tape record or videotape meetings of the Board of Directors and meetings of the membership. The Board of Directors may adopt



reasonable rules governing the taping of meetings of the Board and the membership consistent with this section and Florida law.

#### **Article IV Board of Directors**

Section 1. Number and Qualifications. The Association will be governed by a Board of Directors consisting of no fewer than three (3) or more than five (5) persons, as provided in the Articles of Incorporation. Directors must be Members of the Association. If the owner of a lot is an entity, the designated voting representative is eligible to serve on the Board.

Section 2. Term of Office. Directors shall be elected to serve a term of two (2) years or until their successors are duly elected as provided in the Articles of Incorporation.

Section 3. Vacancy. In the event of death, resignation or removal of a Director, the Director's successor will be selected by the remaining Directors or the sole remaining Director and will serve for the unexpired term of the seat being filled, unless otherwise provided by Florida law.

Section 4. Compensation. No Director shall receive compensation for any service the Director may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of the Director's duties.

Section 5. Action Without a Meeting. The Directors have the right to take any action in the absence of a meeting which they would take at a meeting by obtaining the written approval of all of the directors. Any action so approved will have the same effect as though taken at a meeting of Directors.

#### **Article V Nomination and Election of Directors**

Section 1. Nomination. All Members of the Association are eligible to serve as a member of the Board of Directors, and any Member may nominate himself or herself as a candidate for the Board of Directors in advance of the balloting or at the meeting at which the election is to be held. The Board of Directors may appoint a Nominating Committee in advance of the annual meeting to solicit any Members interested in being a candidate.

Section 2. Election. Election to the Board of Directors will be by secret written ballot by Members who are not in attendance at the annual meeting as well as Members who are in attendance, and according to the requirements of Florida law. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**Article VI**  
**Meetings of Directors**

Section 1. Regular Meetings. Regular meetings of the Board of Directors will be held when called by the President of the Association, or by a majority of the Board of Directors, and after the meeting is duly noticed.

Section 2. Notices to Board Members. Notice to Directors must be made by first-class mail, personal delivery, or electronic transmission at least three (3) days prior to the meeting. Notice may be waived by Directors who sign a waiver notice either before or after the meeting.

Section 3. Notices to Members. All meetings of the Board of Directors must be conspicuously posted on the Association property at least 48 hours in advance of the meeting, except in an emergency. In the alternative, if notice is not posted, notice must be mailed, electronically transmitted or delivered to each Member of the Association at least 7 days before the meeting, except in an emergency.

3.1 Written notice for Board meetings scheduled to consider assessments against lots must be provided to Members not less than 30 days or more than 60 days in advance of the meeting. If changes in the rules and regulations are to be considered, the notice must be provided no less than 14 days before the meeting where they will be considered.

3.2 If an assessment is to be considered, the notice must state this and describe the nature of the assessment. If changes in the rules and regulations are to be considered, the notice must contain a statement that the Board is considering changes to them.

Section 4. Voting. Directors cannot vote by proxy or by secret ballot at Board meetings except a secret ballot may be used when electing officers.

Section 5. Meetings of Committees. The voting and notice requirements set forth in this Article also apply to the meetings of any committees authorized by the Board of Directors or the Declaration, including the Architectural Review Committee. The Architectural Review Committee must include three (3) or more persons appointed by the Board. If the Board does not appoint an Architectural Review Committee, it shall act in that capacity. The Architectural Review Committee shall act in accordance with Article X of the Declaration.

Section 6. Minutes. Minutes of all meetings of the Board of Directors and committees must be maintained in written form or in another form that can be converted into written form within a reasonable time. The Minutes must reflect the action taken by the Board or committee, including the recording of votes on each matter voted upon for each Director present or for each committee member present.



**Article VII**  
**Powers and Duties of the Board of Directors**

Section 1. Powers. The Board of Directors shall have all the powers and duties referred to in the Declaration and Articles of Incorporation and as may be allowed by Florida law. Subject to any limitations contained therein, the powers include the following:

1.1 To elect Officers of the Association;

1.2 To administer the affairs of the Association and the Common Areas;

1.3 To engage the services of a manager or managing agent for the property and to fix the terms of such management agreement and the compensation and the authority of the manager or managing agent, subject to the terms and conditions of the Declaration;

1.4 To promulgate such rules and regulation concerning the operation and use of the property or the Common Areas and to amend the same from time to time;

1.5 To provide for the maintenance, repair and replacement of the Common Areas; provided, however, that the Board has no authority to authorize the Association to enter into any contract for a term of more than three (3) years except with the approval of a majority of the voting interests of the Association; and

1.6 To estimate and adopt an annual operating budget and to provide for the assessment and collection from the Lot owners of their respective shares of the estimated expenses.

Section 2. Duties. It is the duty of the Board of Directors to:

2.1 Make available to Lot owners and lenders and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Bylaws, rules and regulations, as well s books, records and financial statements of the Association. "Available" means available for inspection and copying, upon request, during normal business hours or under other reasonable circumstances;

2.2 Supervise all officers, agents, and employees of the Association, and to see that their duties are property performed;

2.3 As more fully provided in the Declaration, to:

2.31 Fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period;

2.32 Send written notice of each assessment to every owner at least 30 days in advance of each annual assessment period;

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2.33 Take all appropriate actions to collect delinquent assessments.

2.4 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 for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate will be conclusive evidence of such payment;

2.5 Procure and maintain in effect casualty and liability insurance and fidelity bond coverage together with such additional coverages as the Association's Board may determine;

2.6 Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, and maintain official records of the Association as required by Florida law.

Section 3. Budgets. The Association shall prepare an annual budget that sets out the annual operating expenses.

3.1 The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member within ten (10) business days after receipt of a written request.

3.2 In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible. If the budget does not provide for reserve accounts and the Association is responsible for repairs and maintenance of capital improvements that may result in a special assessment if reserves are not provided, each financial report for the preceding fiscal year must contain a disclaimer in conspicuous type as required by Florida law.

Section 4. Financial Reporting. The Association shall prepare and complete a financial report for the preceding fiscal year within 90 days after the end of the fiscal year pursuant to the requirements of Florida law.

## **Article VIII Officers**

Section 1. Officers. The Officers of the Association shall manage the Association and include the President, Vice President, Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The Officers of the Association will be elected annually by a Board meeting following the annual meeting.

Section 3. Term. The Officers of the Association will be elected annually by the Board and each shall hold office for one (1) year unless the Officer soon resigns, or is removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board 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. Any Officer may resign at any time by giving written notice to the Board, the President or Secretary. Such resignation will take effect on the date of receipt of the notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation will not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Office appointed to the vacancy will serve for the remainder of the term of the Officer 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 any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

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

8.1 President. the President will preside at all meetings of the Board of directors, see that orders and resolutions of the Board are carried out, sign all leases, mortgages, deeds and other written instruments, co-sign all checks and promissory notes, and perform such other duties as may be required by the Board.

8.2 Vice President. The Vice president will act in the place of the President in the event of the President's absence, inability or refusal to act, and will exercise and discharge such other duties as may be required by the Board.

8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association as required by Florida law, file the annual report with the Florida Division of Corporations, and perform such other duties as may be required by the Board.

8.4 Treasurer. The Treasurer will receive and deposit in appropriate bank accounts all monies of the Association and shall disburse the funds as directed by resolution of the Board, co-sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made as may be required by Florida law, prepare an annual budget for review and approval by the Board, and deliver a copy of the adopted budget to the Members.

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**Article IX**  
**Official Records**

Section 1. Official Records. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association. This list shall be deemed to include or be modified by Section 720.303(4), Florida Statutes, as amended from time to time.

1.1 Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the association is obligated to maintain, repair, or replace.

1.2 A copy of the Bylaws of the Association and of each amendment to the Bylaws.

1.3 A copy of the Articles of Incorporation of the Association and of each amendment to the Articles.

1.4 A copy of the Declaration of Covenants and a copy of each amendment to the Declaration.

1.5 A copy of the current rules and regulations of the Association.

1.6 The Minutes of all meetings of the Board of Directors and of the Members, which must be retained for at least 7 years.

1.7 A current roster of all members and their mailing addresses and parcel identifications. The Association must also maintain the electronic mailing addresses and the numbers designated by members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

1.8 All of the Association's insurance policies or a copy, which must be retained for at least 7 years.

1.9 A current copy of all contracts to which the association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

1.10 The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:

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1.10.1 Accurate, itemized, and detailed records of all receipts and expenditures;

1.10.2 A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due;

1.10.3 All tax returns, financial statements, and financial reports of the association;

1.10.4 Any other records that identify, measure, record, or communicate financial information; and

1.11 A copy of the disclosure summary described in section 720.401 of the Florida Statutes.

1.12 All other written records of the Association not specifically included in this section which are related to the operation of the Association.

Section 2. Access to Official Records. The official records must be maintained within the State and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access.

2.1 The Association may adopt reasonable written rules governing the time, location, frequency, notice, and manner of records inspection.

2.2 The Association is not required to provide a prospective purchaser or lienholder with information about the community or the Association other than information or documents required by Chapter 720 of the Florida Statutes to be made available or disclosed.

2.3 The Association may charge a reasonable fee to the prospective purchaser or lienholder or the current Member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response.

## **Article X Assessments**

Section 1. Obligation to Pay Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made.

Section 2. Delinquent Assessments. Any assessments that are not paid when due will be delinquent. If the assessment is not paid within five (5) days after the due date, the assessment will bear interest from the date of the delinquency at the maximum rate allowed by law. The Board may authorize bringing an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action will be added to the amount of the assessment. Any payment received by the Association from a delinquent owner is applied first to any interest accrued, then to any costs incurred in collection, and then to the delinquent assessment.

Section 3. Non-Use of Common Areas. No owner may waive or otherwise escape liability for the assessments provided for in the Declaration by non-use of the Common Areas or abandonment of the property.

Section 4. Suspension of Rights. A Member's rights to use the Common Areas when the owner is more than ninety (90) days past due in payment of a monetary obligation to the Association may be suspended from the right to use and access the common properties, and the Association may suspend the voting rights of a Member for the nonpayment of regular annual assessments that are delinquent for more than ninety (90) days.

4.1 Any proposed fine or suspension against a parcel owner must be preceded by at least fourteen (14) days' notice, and the delinquent owner must be given the opportunity for a hearing on the proposed sanctions. The notice from the Association must be in writing and must be provided by mail or by hand delivery. The hearing will be before a committee of at least three (3) independent individuals, and if the committee does not approve the fine or suspension by a majority vote, the sanction cannot be imposed.

4.2 Fines may not exceed \$100 per violation, against any Member, tenant or guest violating the rules or governing documents of the Association. An authorized fine may be levied on the basis of each day of a continuing violation, except that the total fine cannot exceed \$1,000 in the aggregate, and the fine cannot become a lien against the parcel.

4.3 No suspension of the use of Common Areas may impair the right of an owner or tenant to have vehicular or pedestrian ingress and egress to and from the community.

## **Article XI Amendments**

Section 1. The Bylaws may be amended at a regular or special meeting of the Board of Directors by a majority vote at the duly called meeting at which a quorum is present.

Section 2. In the case of a conflict between the Articles of Incorporation and these Bylaws, the Articles control, and in the case of any conflicts between the Declaration and these Bylaws, the Declaration controls.

**Article XI**  
**Dock Rules and Regulations**

That certain amendment to the Declaration formerly adopted by the Association and recorded in Official Records Book 2405, Page 391, of the Public Records of Escambia County, Florida, was declared "null and void" by Order of the Circuit Court in and for Escambia County, Florida, recorded in Official Records Book 2498, Page 599, of the Public Records of Escambia County, Florida.

Attached as Exhibit 1 to these Bylaws are the Dock Rules and Regulations adopted and ratified by the Board of Directors pursuant to the authority granted in that certain amendment to the Declaration adopted by the Association and recorded on June 4, 2010, and recorded in Official Records Book 6599, Page 974, of the Public Records of Escambia County, Florida. The Dock Rules and Regulations may be amended from time to time by a majority vote of the Board of Directors.

[SIGNATURES ON FOLLOWING PAGES]

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These Bylaws were adopted by the Board of Directors at a duly noticed meeting on the 1<sup>st</sup> day of OCTOBER, 2014.

Signed, sealed and delivered  
in the presence of:

SPINNAKER COVE HOMEOWNERS  
ASSOCIATION, INC.

Tammy L. Kelly  
Print Name: Tammy L. Kelly

Keith Jensen  
KEITH JENSEN, President

Jenice C. Jones  
Print Name: Jenice C. Jones

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 5<sup>th</sup> day of November, 2014, by Keith Jensen, as president of Spinnaker Cove Homeowners Association, Inc., a Florida not for profit corporation.

           Personally Known  
OR             Produced Identification  
Type of ID produced Fh Drivers License



Tammy Lynn Kelly  
NOTARY PUBLIC-STATE OF FLORIDA

*Handwritten initials/signature*

Witnesses:

*Jenice Jones*  
 Print Name: Jenice Jones

*Tammy L. Kelly*  
 Print Name: Tammy L. Kelly

*[Signature]*  
 Marlos DeMoraes, Secretary

STATE OF FLORIDA  
 COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 6<sup>th</sup> day of November, 2014, by Marlos DeMoraes, as secretary of Spinnaker Cove Homeowners Association, Inc., a Florida not for profit corporation.

           Personally Known  
 OR

Produced Identification  
 Type of ID produced FL Drivers License



*Tammy Lynn Kelly*  
 NOTARY PUBLIC-STATE OF FLORIDA

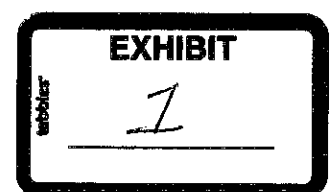


# SPINNAKER COVE HOMEOWNERS ASSOCIATION

## DOCK RULES AND REGULATIONS

In the interest of safety, service, environmental regulation compliance and comfort, Spinnaker Cove Homeowners Association respectfully requests that you and your guests abide by the following rules and regulations.

1. Boat slips are of limited quantity. A request from a responsible homeowner in good standing assignment for boat slips must be made if adequate slip is available. The Board of Directors does not guarantee a slip will be assigned to anyone, but all reasonable efforts will be made to accommodate present and new boats. No assignment is permanent. Should a boat slip remain vacant for a period of three (3) consecutive months, the slip will be made available for reassignment unless arrangements have been made with and agreed to by SCHOA Board of Directors to hold the slip to a specific future date.
2. The Spinnaker Cove Home Owners Association (SCHOA) owns the docks and all of the common properties. The entire marina and all slips, piers, pilings and other structures including the plumbing and electrical systems at the marina are strictly property of the SCHOA. Nothing can be added to or permanently fastened to the dock. Alterations of any kind are strictly prohibited unless written consent is applied for and approved by the SCHOA Board of Directors. Any additions or alterations allowed by the SCHOA Board of Directors to any of these items shall automatically become the property of the SCHOA unless otherwise agreed upon.
3. Boat Lifts may be installed at the owners' expense upon approval by the SCHOA Board of Directors. Any required permitting and cost will be the sole responsibility of the owner installing the lift. No substandard lifts will be allowed. Lift must be installed by a licensed and insured contractor. If slip assignment is no longer needed, it is the sole responsibility of the owner to return the slip to its previous condition.
4. Owners are responsible for their boats and their guests.
5. The Board of Directors requires that all boats berthed at the dock submit proof of current state or US Coast Guard issued watercraft registration and proof of current insurance to the Dock Master. These records will be verified on an annual basis. Boats where owner cannot verify both registration and insurance coverage within 30 days of lapse will not be permitted to remain.
6. You may not lease your slip. Boat slips are specifically for the use and enjoyment by members of SCHOA. Boat slips can (if available) can be assigned to a resident tenant provided the Lessor and member owner of SCHOA submits the formal request to the SCHOA Board of Directors for assignment.
7. No commercial use of any slip is allowed at any time.
8. Most slips are equipped with one 30-amp electrical receptacle and one fresh water faucet. No telephone cable, cable television or sanitary sewer has been installed and there is no plan to add these features.
9. Fueling is not permitted at the dock. Special consideration may be given by the Dock Master or SCHOA Board of Directors for an emergency situation. Any Hazmat condition is the responsibility of owner causing such.
10. Live-a-boards are not permitted but occasional spending the night on your boat is permitted. Live-a-boards are defined by the State of Florida.
11. Guests are allowed to use an unassigned slip temporarily without notification of Dock Master; however if you require an overnight guest slip, inform the Dock Master or SCHOA Board Member to complete a Temporary Dock Agreement for submission and approval by SCHOA Board of Directors.
12. Although boats are permitted to remain at dock during severe weather conditions, the SCHOA Board of Directors requests that if other choices are available, those choices be exercised. The SCHOA will not be held liable for damage caused to or by your boat while at the dock. Owner will be liable for any damage caused by their boat to dock or other boats if boat is left at the dock. Dock Master should be notified if boat is to remain during a storm.
13. Twice annually it is required that all boats leave the dock under their own power to prove seaworthiness for storm preparedness. This will be announced by the Dock Master to be completed prior to the beginning and at the end of hurricane season. Any boat that cannot verify seaworthiness will not be allowed at dock and slip will be reassigned. Boat can return if proof of seaworthiness is made, however slip reassignment process will be necessary.
14. Crab baskets and fish traps are only allowed submerged in owners assigned slip. No storage of such can be visible on the dock.
15. Any minors under the age of 15 on the dock must be accompanied by a responsible adult.
16. All litter generated during the use of the dock must be removed by the responsible individual(s).
17. Dock gate must remain locked at all times.





Rick Scott  
GOVERNOR



Jesse Panuccio  
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-14-177

December 23, 2014

Suzanne Blankenship, Esq.  
Coastal Assoc. Law Group  
139 East Government St.  
Pensacola, FL 32502

**Re: Spinnaker Cove Homeowners Association, Inc.**

Dear Ms. Blankenship:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the **Spinnaker Cove Homeowners Association, Inc.** and has determined that the documents comply with the requirements of chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

Section 720.407(1), Florida Statutes, requires that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation for the **Spinnaker Cove Homeowners Association, Inc.** with the Division of Corporations of the Department of State if the articles have not been previously filed with the Division. Also, section 720.407(2), Florida Statutes, requires that the president and secretary of the Association execute the revived declaration and other governing documents in the name of the Association. The approved declaration of covenants, the articles of incorporation, this letter approval, and the legal description of each affected parcel must be recorded with the clerk of the circuit court in the county in which the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax  
[www.floridajobs.org](http://www.floridajobs.org) | [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

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

RECEIVED DEC 31 2014

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,



Ana Richmond, Chief  
Bureau of Community Planning

**NOTICE OF ADMINISTRATIVE RIGHTS**

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

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

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

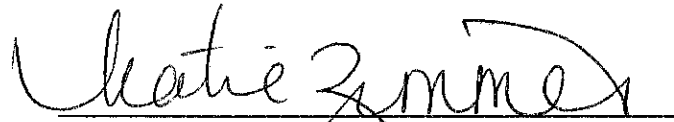
ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

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

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

**NOTICE OF FILING AND SERVICE**

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 24<sup>th</sup> day of December, 2014.



Agency Clerk  
Department of Economic Opportunity  
107 East Madison Street, MSC 110  
Tallahassee, FL 32399-4128

**By Certified U. S. Mail:**

Suzanne Blankenship, Esq.  
Coastal Assoc. Law Group  
139 East Government St.  
Pensacola, FL 32502

**By interoffice delivery:**

Aaron C. Dunlap, Assistant General Counsel  
Rozell McKay, Government Analyst I, Division of Community Planning