

This document prepared by:
Suzanne Blankenship, Esquire
Coastal Association Law Group, P.L.
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Our File No. 14-40-2142

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015048177 06/26/2015 at 11:30 AM
OFF REC BK: 7366 PG: 497 - 516 Doc Type: N
RECORDING: \$171.50

**CERTIFICATE OF RECORDING AND FILING STATUTORY NOTICE, CHAPTER 712,
FLORIDA STATUTES, FOR PERDIDO PINES HOMEOWNERS ASSOCIATION, INC.**

**NOTICE OF INTEREST IN
REAL PROPERTY
Chapter 712, Florida Statutes**

**PERDIDO PINES HOMEOWNERS ASSOCIATION, INC.
13408 VALERIE DRIVE
PENSACOLA, FL 32507**

I, Suzanne Blankenship, attorney for Perdido Pines Homeowners Association, Inc. (hereinafter "Association"), hereby certify:

1. The following is presented for recording in the Public Records of Escambia County, Florida, pursuant to sections 712.05 and 712.06, Florida Statutes, by Dian Levin, president and director and Margaret J. Bagdasarian, secretary and director of Perdido Pines Homeowners Association, Inc., on behalf of the Association, to preserve and protect an interest in real property from extinguishment under the Marketable Record Title Act:

- a. Statutory Notice, Chapter 712, Florida Statutes for Perdido Pines Homeowners Association, Inc., attached hereto as Item 1; and
- b. Affidavit of Margaret J. Bagdasarian attached hereto as Item 2.

2. The Association is filing and recording this certificate based upon unanimous approval of the members of the board of directors of Perdido Pines Homeowners Association, Inc. at its June 9, 2015 meeting.

Dated this 19th day of June, 2015.

Witnesses:

Jehice C. Jones
Print Name: Jehice C. Jones

[Signature]
Suzanne Blankenship

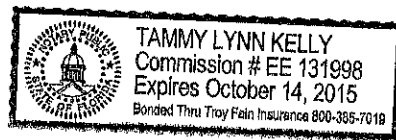
Tammy L. Kelly
Print Name: Tammy L. Kelly

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of June, 2015, by Suzanne Blankenship, Esquire, attorney for Perdido Pines Homeowners Association, Inc.

personally known OR
 produced _____ as identification

Tammy Lynn Kelly
NOTARY PUBLIC
Print Name: Tammy Lynn Kelly
Commission Number _____
My Commission Expires: _____



STATUTORY NOTICE
Chapter 712, Florida Statutes

PERDIDO PINES HOMEOWNERS ASSOCIATION, INC.
13408 VALERIE DRIVE
PENSACOLA, FL 32507

STATEMENT OF MARKETABLE TITLE ACTION

The Perdido Pines Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants and Restrictions for Perdido Pines, recorded in Official Records Book 2154, Page 382, of the Public Records of Escambia County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Escambia County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

DESCRIPTION OF ALL LAND AFFECTED BY NOTICE

Begin at the most westerly corner of the record plat of Perdido Club Cottages as recorded in Plat Book 12 at Page 8 of the Public Records of Escambia County, Florida; thence go south 24 degrees 10 minutes 24 seconds east along the most westerly line of the said record plat a distance of 102.82 feet to a westerly corner of said record plat;

Thence continue south 24 degrees 10 minutes 24 seconds east a distance of 18.42 feet; thence go south 00 degrees 00 minutes 00 seconds west a distance of 23.51 feet to a point on a curve concave southwesterly having a radius of 827.64 feet; thence go southwesterly along said curve having a radius of 827.64 feet an arc distance of 247.55 feet (CH = 246.63 CH BRG = S 65°11'07"W) to the point of tangency; thence go south 56 degrees 37 minutes 00 seconds west a distance of 245.00 feet to a point of curvature;

Thence go along a curve to the right having a radius of 1074.84 feet an arc distance of 478.37 feet (CH = 474.43 CH BRG = S 69°22'00"W) to the point of tangency;

Thence go south 82 degrees 07 minutes 00 seconds west a distance of 281.01 feet;
Thence go north 06 degrees 37 minutes 00 seconds east a distance of 196.41 feet;
Thence go north 57 degrees 19 minutes 47 seconds east a distance of 431.24 feet;
Thence go north 70 degrees 49 minutes 47 seconds east a distance of 415.00 feet;
Thence go north 60 degrees 49 minutes 47 seconds east a distance of 304.99 feet;
Thence go south 24 degrees 10 minutes 13 seconds east a distance of 148.00 feet to the point of beginning;

The above described parcel of land is situated in Section 11, Township 3 South, Range 32 West, Escambia County, Florida and also contains 8.000 acres.

ALSO:

A non-exclusive easement over the following described property (said property being shown as Valerie Drive on the Plat at Perdido Pines):

Commence at the most westerly corner of the record plat of Perdido Club Cottages as recorded in Plat Book 12 at Page 8 of the Public Records of Escambia County, Florida;

Thence go south 24 degrees 10 minutes 24 seconds east along the most westerly line of said plat a distance of 102.82 feet to a westerly corner of said record plat;

Thence continue south 24 degrees 10 minutes 24 seconds east a distance of 18.42 feet;

Thence go south 00 degrees 00 minutes 00 seconds west a distance of 23.51 feet to the point of beginning, said point being on a curve concave to the southwest having a radius of 827.64 feet; thence go northeasterly along said curve having a radius of 827.64 feet, an arc distance of 25.00 feet (CH = 25.00'; CH BRG = N 74° 37'09" E) to a point of tangency;

Thence go north 75 degrees 29 minutes 04 seconds east a distance of 547.22 feet to a point of curvature;

Thence go along a curve to the left having a radius of 276.87 feet, an arc distance of 191.93 feet (CH = 188.11'; CH BRG = N 55° 37'33" E) to the point of tangency;

Thence go north 35 degrees 46 minutes 02 seconds east a distance of 376.33 feet to a point of curvature;

Thence go along a curve to the left having a radius of 25.00 feet, an arc distance of 39.27 feet (CH = 35.36'; CH BRG = N 09° 13'58" W) to a point of tangency, said point of tangency being on the southerly right-of-way line of Doug Ford Drive (100' R/W);

Thence go south 54 degrees 13 minutes 58 seconds east along said southerly right-of-way line a distance of 110.00 feet to the point of curvature of a curve concave southerly having a radius of 25.00 feet;

Thence go westerly along said curve having a radius of 25.00 feet, an arc distance of 39.27 feet (CH = 35.36'; CH BRG = S 80° 46'02" W) to the point of tangency;

Thence go south 35 degrees 46 minutes 02 seconds west a distance of 376.33 feet to a point of curvature;

Thence go along a curve to the right having a radius of 336.87 feet, an arc distance of 233.52 feet (CH = 228.87'; CH BRG = S 55° 37'33" W) to the point of tangency;

Thence go south 75 degrees 29 minutes 04 seconds west a distance of 547.22 feet to a point of curvature;

Thence go along a curve to the left having a radius of 767.64 feet, an arc distance of 252.80 feet (CH = 251.65'; CH BRG = S 66° 03'01" W) to the point of tangency;

Thence go south 56 degrees 37 minutes 00 seconds west a distance of 245.00 feet to a point of curvature;

Thence go along a curve to the right having a radius of 1134.84 feet, an arc distance of 63.35 feet (CH = 63.34'; CH BRG = S 58° 12'57" W);

Thence go north 30 degrees 11 minutes 06 seconds west a distance of 60.00 feet to a point on a curve concave to the northwest, having a radius of 1074.84 feet;

Thence go northeasterly along said curve having a radius of 1074.84 feet, an arc distance of 60.00 feet (CH = 59.99'; CH BRG = N 58° 12'57" E) to the point of tangency;

Thence go north 56 degrees 37 minutes 00 seconds east a distance of 245.00 feet to a point of curvature;

Thence go along a curve to the right having a radius of 827.64 feet, an arc distance of 247.55 feet (CH = 246.63'; CH BRG = N 65° 11'06"E) to the point of beginning.

The above described parcel of land is situated in Section 11, Township 3 South, Range 32 West, Escambia County, Florida and contains 2.392 acres.

Attached hereto and incorporated herein as Exhibit "A" is a certified copy of that certain Declaration of Covenants and Restrictions for Perdido Pines recorded in Official Records Book 2154, Page 382, of the Public Records of Escambia County, Florida, to be preserved.

Witnesses:

PERDIDO PINES HOMEOWNERS
ASSOCIATION, INC.

Cynthia Lalas
Print Name: Cynthia Lalas

Dian Levin
By: Dian Levin

Margaret J. Bagdasarian
Print Name: Margaret J. Bagdasarian

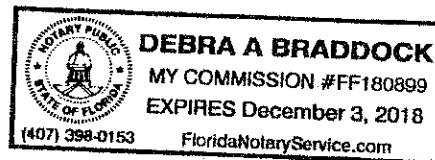
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of June, 2015, by
Dian Levin, president for Perdido Pines Homeowners Association, Inc.

personally known OR
_____ produced _____ as identification

Debra A. Braddock
NOTARY PUBLIC
Print Name: _____
Commission Number _____
My Commission Expires: _____



5300

DECLARATION OF COVENANTS AND RESTRICTIONS 10/28/85
 OF
 PERDIDO PINES

This DECLARATION, made this 25 day of November, 1985, by PERDIDO BAY PARTNERSHIP, a Louisiana Limited Partnership, hereinafter referred to as Developer.

W I T N E S S E T H:

WHEREAS, the Developer is the owner of Perdido Pines Subdivision located in Escambia County, State of Florida, more particularly described as follows:

Begin at the most westerly corner of the record plat of Perdido Club Cottages as recorded in Plat Book 12 at Page 8 of the Public Records of Escambia County, Florida; thence go south 24 degrees 10 minutes 24 seconds east along the most westerly line of the said record plat a distance of 102.82 feet to a westerly corner of said record plat;

Thence continue south 24 degrees 10 minutes 24 seconds east a distance of 18.42 feet; thence go south 00 degrees 00 minutes 00 seconds west a distance of 23.51 feet to a point on a curve concave southwesterly having a radius of 827.64 feet; thence go southwesterly along said curve having a radius of 827.64 feet an arc distance of 247.55 feet (CH = 246.63 CH BRG = S 65°11'07"W) to the point of tangency; thence go south 56 degrees 37 minutes 00 seconds west a distance of 245.00 feet to a point of curvature;

Thence go along a curve to the right having a radius of 1074.84 feet an arc distance of 478.37 feet (CH = 474.43 CH BRG = S 69°22'00"W) to the point of tangency;

Thence go south 82 degrees 07 minutes 00 seconds west a distance of 281.01 feet;

Thence go north 05 degrees 37 minutes 00 seconds east a distance of 196.41 feet;

Thence go north 57 degrees 19 minutes 47 seconds east a distance of 431.24 feet;

Thence go north 70 degrees 49 minutes 47 seconds east a distance of 415.00 feet;

Thence go north 60 degrees 49 minutes 47 seconds east a distance of 304.99 feet;

Thence go south 24 degrees 10 minutes 13 seconds east a distance of 148.00 feet to the point of beginning;

The above described parcel of land is situated in Section 11, Township 3 south, range 32 west, Escambia County, Florida and contains 8.000 acres.

ALSO:

A non-exclusive easement over the following described property (said property being shown as Valerie Drive on the plat at Perdido Pines):



Commence at the most westerly corner of the record plat of Perdido Club Cottages as recorded in Plat Book 12 at Page 8 of the public records of Escambia County, Florida;

Thence go south 24 degrees 10 minutes 24 seconds east along the most westerly line of said plat a distance of 102.82 feet to a westerly corner of said record plat;

Thence continue south 24 degrees 10 minutes 24 seconds east a distance of 18.42 feet;

Thence go south 00 degrees 00 minutes 00 seconds west a distance of 23.51 feet to the point of beginning, said point being on a curve concave to the southwest having a radius of 827.64 feet;

thence go northeasterly along said curve having a radius of 827.64 feet, an arc distance of 25.00 feet (CH = 25.00'; CH BRG = N 74 37'09" E) to a point of tangency;

thence go north 75 degrees 29 minutes 04 seconds east a distance of 547.22 feet to a point of curvature;

thence go along a curve to the left having a radius of 276.87 feet, an arc distance of 191.93 feet (CH = 188.11'; CH BRG = N 55 37'33" E) to the point of tangency;

thence go north 35 degrees 46 minutes 02 seconds east a distance of 376.33 feet to a point of curvature;

thence go along a curve to the left having a radius of 25.00 feet, an arc distance of 39.27 feet (CH = 35.36'; CH BRG = N 09 13'58" W) to a point of tangency, said point of tangency being on the southerly right-of-way line of Doug Ford Drive (100' R/W);

thence go south 54 degrees 13 minutes 58 seconds east along said southerly right-of-way line a distance of 110.00 feet to the point of curvature of a curve concave southerly having a radius of 25.00 feet

thence go westerly along said curve having a radius of 25.00 feet, an arc distance of 39.27 feet (CH = 35.36'; CH BRG = S 80 46'02" W) to the point of tangency;

thence go south 35 degrees 46 minutes 02 seconds west a distance of 376.33 feet to a point of curvature;

thence go along a curve to the right having a radius of 336.87 feet, an arc distance of 233.52 feet (CH = 228.87'; CH BRG = S 55 37'33" W) to the point of tangency;

thence go south 75 degrees 29 minutes 04 seconds west a distance of 547.22 feet to a point of curvature;

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thence go south 56 degrees 37 minutes 00 seconds west a distance of 245.00 feet to a point of curvature;

thence go along a curve to the right having a radius of 1134.84 feet, an arc distance of 63.35 feet (CH = 63.34'; CH BRG = S 58 12'57" W);

thence go north 30 degrees 11 minutes 06 seconds west a distance of 60.00 feet to a point on a curve concave to the northwest, having a radius of 1074.84 feet;

thence go northeasterly along said curve having a radius of 1074.84 feet, an arc distance of 60.00 feet (CH = 59.99'; CH BRG = N 58 12'57" E) to the point of tangency;

thence go north 56 degrees 37 minutes 00 seconds east a distance of 245.00 feet to a point of curvature;

thence go along a curve to the right having a radius of 827.64 feet, an arc distance of 247.55 feet (CH = 246.63'; CH BRG = N 65 11'06" E) to the point of beginning.

The above described parcel of land is situated in Section 11, Township 3 South, Range 32 West, Escambia County, Florida and contains 2.392 acres.

WHEREAS, the Developer as the Owner of the above described real property desires to create thereon a residential community of townhouses; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in said community and to this end desires to subject the real property described to the covenants, restrictions, easements, charters and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws of the State of Florida, a non-profit corporation, Perdido Pines Homeowners Association, Inc., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described above is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I - DEFINITIONS

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

(a) "Association" shall mean and refer to Perdido Pines Homeowners Association, Inc., its successors and assigns.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation and, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosures.

(c) "Properties" shall mean and refer to all such existing properties as are subject to this Declaration as described above.

(d) "Common Areas" shall mean and refer to all portions of the Properties not included in the Lots.

(e) "Lot" shall mean and refer to any lot shown upon the recorded subdivision plat of Perdido Pines and any improvements located thereon.

(f) "Living Unit" or "Townhouse" shall mean and refer to just the building and improvements situated upon a Lot which is designed and intended for use and occupancy as a residence by a single family.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person, group of persons or other legal entity who is an Owner of any Lot which is situated upon the Properties shall be a member of the Association.

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

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

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) three years after conveyance of the first unit by Developer.

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

ARTICLE III - RESTRICTIONS AS TO USE, OCCUPANCY AND APPEARANCE

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

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

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

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

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

Section 6. Aesthetics. No outside clothes line or other items detrimental to the appearance of the Properties shall be permitted on any Lot. Items of clothing, linen or other material such as towels, robes, swimming suits, etc. will not be placed on balcony railings or otherwise in external view. All garbage receptacles must be kept within individual Living Unit or Townhouse service areas except pickup days and returned within one hour of pickup.

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

Owner's Lot such pets shall be on a leash and under direct control of a responsible adult person. Animals shall not be taken onto the Common Area property or the golf course property for reasons of relief. Any fouling of said areas remains the responsibility of the owner to remove.

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

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

Section 10. Trailers, Trucks, Commercial Vehicles. No trailer, mobile home, camper, snow-mobile, motorbike, motorcycle, motorscooter, boat, boat trailer, house trailer, truck, tractor, or commercial vehicle of any kind, (or any other motor vehicle) machine, equipment or apparatus other than an operating passenger automobile, shall be parked on any Lot or Common Area, except for commercial vehicles and machines and equipment required to perform construction moving of personal goods or repair services to the Living Unit or Townhouse for the period of time necessary for said construction or repair.

Section 11. Antenna. No TV antenna or satellite dish shall be installed on any Lot or Common Area other than by the original Developer.

ARTICLE IV - DUTY TO REBUILD OR REPAIR

Section 1. Rebuild or Repair. In the event of damage to or destruction of any Living Unit or Townhouse on the Properties by fire, windstorm, water or any other cause whatsoever, the Owner shall, within a reasonable time, cause said Living Unit or Townhouse to be repaired or rebuilt so as to place the same in as good and tenantable condition as it was before the event causing such damage or destruction, and failure to do so shall constitute a breach of these Covenants. Subject to priority in favor of any mortgagee under a mortgage clause, all insurance proceeds for loss or damage to any Living Unit or Townhouse or any other improvement upon any Lot shall be used to assure the repair or rebuilding of any such Living Unit or Townhouse or any part thereof.

Section 2. Lien on Proceeds. The Association created hereunder shall have a lien on all such insurance proceeds, regardless of whether it is named as having such in the insurance policy, subordinate only to the claim of any mortgagee under a mortgage clause, to enforce the intent of the foregoing provision.

ARTICLE V - EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. The Association, through its duly authorized agent or employer (which shall be the Developer until all Lots are sold), shall provide the following exterior maintenance upon each Lot: Painting, when needed, of all exterior building surfaces and maintenance of all landscaping upon each Lot. The Association shall not be obligated to provide any other exterior maintenance on any Lot except as specifically set forth above and specifically the Association shall not be responsible for the maintenance, repair, or replacement of any roof, glass surface, or any other exterior surface or item. The Association shall be responsible for the maintenance and repair of the Common areas. In the event that the need for maintenance to be provided by the Association is caused through the willful or negligent act of an Owner, or his family, guests, invitees, or tenants, the cost of such maintenance or repairs shall be the responsibility of that Owner and added to and become a part of the assessments to which such Lot is subject.

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

ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Purpose of Assessments. The maintenance assessments levied by the Association shall be used exclusively to provide for the necessary operation of the Association and the maintenance set forth in the previous Article hereof including reserves for future maintenance.

Section 2. Basis and Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than the Developer), the assessment for maintenance shall be \$70.00 per month for each Lot. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner (other than the Developer) the monthly assessment may be increased each year by the board of directors of the Association, without membership approval, by the percentage of increase in the consumer price index for the previous year. Any increase in the monthly assessments over that amount shall require the approval of two-thirds of each class of members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 3. Limitation. Notwithstanding anything set forth in this Declaration to the contrary, the Association assumes the obligation to provide the maintenance stated above only to the extent such maintenance can be provided with the proceeds of the monthly assessments called for herein.

Section 4. Special Assessments. In addition to the monthly assessments for operations and maintenance authorized above, the

Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any expenses deemed necessary for the health, welfare, and benefit of the Owners; provided, however, that any such assessment must have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 2 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 2 or 4 shall be sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 66% of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be a majority of each class of members.

Section 6. Uniform Rate of Assessment. All assessments must be fixed by the Association at a uniform rate for all Lots.

Section 7. Date of Commencement of Monthly Assessments. The monthly assessments for operations and maintenance provided for herein shall commence as to each Owner on the first day of the month following the conveyance to said Owner of his Lot. The due date or dates of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment provided however, it shall not be less than 30 days after a notice of the passage of the special assessment has been sent to each Owner.

The Board of Directors of the Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether all assessments and charges due have been paid. Such certificate shall be conclusive evidence of payment of any assessment and charge therein stated to have been paid.

Section 8. Additional Assessment for Maintenance. In addition to any other assessments provided for herein, each Owner is hereby assessed \$10.00 per month per Lot for the overall maintenance of the common areas such as entry ways, etc., associated with the development known as Perdido Bay Resort. The Association shall collect these monies and pay them over to the appropriate entity.

ARTICLE VII - INSURANCE AND COVENANT FOR INSURANCE PREMIUM ASSESSMENTS

The insurance that shall be carried upon the property of the Owners shall be governed by the following provisions:

Section 1. Authority to purchase; named insured. All insurance policies upon the Properties shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Owners without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the Owners and mortgagees of Owners. The mortgagee endorsements shall be furnished for each Lot subject to a mortgage with a dollar amount specified therein as to the coverage for that particular Lot. Owners may obtain coverage at their own expense upon their personal property and living expense.

Section 2. Coverage.

a. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding the foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land.

b. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the Owners as a group to an individual Owner.

c. Such other insurance, as the Board of Directors of the Association shall determine from time to time to be desirable.

Section 3. Premiums. Premiums upon the insurance policies purchased by the Association shall be paid by the Association as a common expense and assessed against each Lot Owner equally. At the time of the conveyance of any Lot from the Developer to an Owner the Owner shall pay to the Association his share of the first year's premium. Thereafter, the assessment for insurance premiums shall be due 30 days after the notice therefor shall have been sent to the Owners by the Association.

Section 4. Additional Assessment for Insurance. The assessments for insurance premiums as set forth in Section 3 of this Article is in addition to any other assessment set forth herein.

ARTICLE VIII - EFFECT OF NON-PAYMENT OF MAINTENANCE OR INSURANCE
PREMIUM ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Owner of any Lot by acceptance of a deed therefore, hereby covenants, whether or not it shall be so expressed in such deed, to pay the Association assessments for the purposes as set forth herein. Such assessments are to be established and collected as herein provided. If any assessment as called for under this Declaration is not paid within thirty days after the assessment shall become due, the assessment shall bear interest from that date at the highest rate allowed by law. The assessments, together with interest and all costs of collection, including reasonable attorney's fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which such assessment is made. The lien shall be effective as of the date the assessment is due and shall continue until paid or barred by law. This Declaration shall be record notice of said lien, however and although not required, the Association may also record a notice of lien in the public records. Each such assessment, together with interest and all costs of collection including reasonable attorney's fees, shall also be the obligation of the person who was the Owner of such Lots at the time when the assessment was established as due. The personal obligation for delinquent assessments shall also be the joint and several obligation of an Owner's successor in title whether or not expressly assumed by such successor. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

Section 2. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien; provided, however, the sale by foreclosure by any first mortgage or the transfer of any Lot to a first mortgagee in lien thereof, shall extinguish the lien of any assessment on that Lot which became due prior to such sale or transfer. No sale or transfer shall relieve any prior Owner from liability or such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IX - PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Living Unit or Townhouse upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of

law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

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

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

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

Section 6. Arbitration. In the event of any dispute arising concerning the 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 - EASEMENTS

Section 1. Easements The Developer and each Owner, their heirs, successors and assigns shall have a non-exclusive easement for the use and enjoyment of the Common Area and specifically for ingress and egress over those portions of the plat of Perdido Pines designated for such purpose. The Association shall have the right to grant utility easements over any part of the Common Area for the benefit of the Owners or others. In addition, non-exclusive easements are hereby also created and granted over the Common Area for all fire fighting, law enforcement or other emergency services.

Section 2. Maintenance and Dedication The Association shall be responsible for the maintenance of the private ingress and egress easement portion of common area designated as Valerie Drive (60 foot ROW) on the plat of Perdido Pines. The developer reserves the right to grant further easements to others over Valerie Drive and to dedicate Valerie Drive to the public. Upon dedication to the public and acceptance of the maintenance by the appropriate governmental entity, the Association shall be relieved of any further responsibility concerning Valerie Drive and the nonexclusive easement to the Association shall terminate.

ARTICLE XI - GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions contained in each and every Article 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 land subject to this Declaration, or the Developer, their respective legal representatives, heirs, successors and assigns until January 1, 2000, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots, together with their respective mortgagees, has been recorded, agreeing to amend or terminate said covenants and restrictions in whole or in part.

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

Section 3. Enforcement. Except as provided elsewhere as to enforcement of assessments, an action for the enforcement of these covenants and restrictions may be brought by the Developer, the Association or any Owner and shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. An Owner shall be responsible for the actions of his family, guests, invitees and tenants. Failure by the Association or 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. In no event will any violation, except for non-payment of an assessment, work a reverter or forfeiture of title.

Section 4. 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 5. Amendment. Anything hereinabove contained to the contrary notwithstanding, any provision contained herein (except the provisions of Articles VII, VIII and this Section of Article XI) may be eliminated, modified, amended, or altered at any time by a written instrument or instruments executed by 90% of the record owners in fee simple of the Lots shown upon the recorded subdivision plat of Perdido Pines and filed among the public records of Escambia County, Florida; provided, that the holder or holders of a majority of the first mortgage liens on the Lots consent thereto in writing (which consent may be evidenced by Joinder in the execution of said written instrument or instruments). In addition, the Developer reserves the right to eliminate, modify, amend or alter any provision contained herein or may be necessary to comply with FHA, VA or FNMA requirements.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its duly authorized officers and its to be hereunto affixed this 25 day of November, 1985.

WITNESS:

PERDIDO BAY PARTNERSHIP

Debbie Scullen
Cynthia Jacob

By: Charles D. Lacour
Charles D. Lacour
Managing Partner

STATE OF FLORIDA

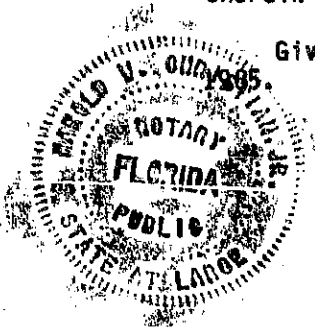
COUNTY OF ESCAMBIA

Before me, a Notary Public in and for the aforesaid State and County, personally appeared Charles D. Lacour, known to me to be the Managing Partner of Perdido Bay Partnership, A Louisiana Limited Partnership, and they acknowledged to me, being first duly sworn, that they executed the foregoing instrument for the uses and purposes therein expressed.

Given under my hand and seal this 25 day of Nov., 1985

James H. [Signature]
NOTARY PUBLIC, State of Florida

My commission expires June 18, 1987



THIS INSTRUMENT PREPARED BY: Jeffrey T. Sauer, Esq.
✓ Smith Sauer & Venn, P.A.
P.O. Box 12446
Pensacola, FL 32501



CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: Mary Green D.C.
DATE: 6/16/15

IN BOOK & PAGE NOTED ABOVE
JOE A. FLORENS, COMPTROLLER
ESCAMBIA COUNTY

Dec 12 2 42 PM '85

FILED AND RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA CO., FLA. 1985

4 1 6 5 0 3

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned Notary Public, in and for the County and State aforesaid, personally appeared Margaret J. Bagdasarian, who, being by me first duly sworn, deposes and says:

1. Affiant is the Secretary/Treasurer of Perdido Pines Homeowners Association, Inc. ("Association"). He/She is over the age of twenty-one, has personal knowledge of the matters set forth herein, and is authorized and competent to testify thereto.

2. Affiant affirms that at least 7 days before the June 9, 2015 board of directors' meeting, the Association caused a notice and statement to be mailed or hand-delivered by Margaret J. Bagdasarian to the members of the Association stating the meeting time and place and containing a statement of marketable title action in substantially the form of Section 712.06(1)(b), Florida Statutes.

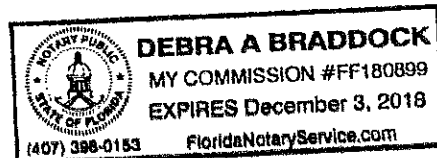
FURTHER AFFIANT SAYETH NOT.

DATED THIS 12th DAY OF June, 2015.

Margaret J. Bagdasarian
Margaret J. Bagdasarian

The foregoing instrument was sworn to and subscribed before me this 12th day of June, 2015, by Margaret J. Bagdasarian, Secretary/Treasurer of Perdido Pines Homeowners Association, Inc. Affiant is personally known to me OR has produced _____ as identification.

Debra A. Braddock
(Signature of Notary Public)
Print Name: _____
Notary Public, State of Florida
Commission Number _____
My Commission Expires: _____



**IDENTIFICATION OF PARCEL OWNERS AND PARCEL
PERDIDO PINES HOMEOWNERS ASSOCIATION, INC.**

OWNER NAME	PARCEL
Samuel R. Greenlee II	Lot 1, Perdido Pines
Thomas O. Parsons	Lot 2, Perdido Pines
Dorothy L. Heinz Harouff	Lot 3, Perdido Pines
John Siben & Dora Ruth Siben	Lot 4, Perdido Pines
David I. Bagdasarian & Margaret Flora Jean Bagdasarian	Lot 5, Perdido Pines
Sepira, LLC	Lot 6, Perdido Pines
Evan Boyle	Lot 7, Perdido Pines
Ricky W. Reese & Kendar D. Reese	Lot 8, Perdido Pines
Betty G. Hudson	Lot 9, Perdido Pines
Champ Consulting, LLC	Lot 10, Perdido Pines
Ronald M. Edwards & Leigh Symons Edwards	Lot 11, Perdido Pines
Federal National Mortgage Association	Lot 12, Perdido Pines
Thomas L. Roberson & Rebecca I. Roberson	Lot 13, Perdido Pines
Rosalind T. Davis	Lot 14, Perdido Pines
Cynthia H. Lalas	Lot 15, Perdido Pines
Gavin L. Vitter & Cherissa Legendre Vitter	Lot 16, Perdido Pines
Dian Levin	Lot 17, Perdido Pines
James A. Cozby	Lot 18, Perdido Pines
Chauncy L. Mitchell	Lot 19, Perdido Pines
Daniel J. Miller & Regina L. Miller	Lot 20, Perdido Pines
Linda D. Larkin & Peter J. Cicchine, Jr.	Lot 21, Perdido Pines
Fred R. Stuckey & Emily A. Stuckey	Lot 22, Perdido Pines
Richard McNeal & Lavonne McNeal	Lot 23, Perdido Pines
Crystal J. Wray	Lot 24, Perdido Pines
Chester R. Berry, Thomas D. Crowson, & Gregory Z. Cantrell	Lots 25 thru 48, Perdido Pines