

File # 2025037168, OR BK: 4928 PG: 1851, Pages: 1 of 79, Recorded 7/2/2025 at 1:12 PM,
Bill Kinsaul, Clerk Bay County, Florida Deputy Clerk KM Trans # 2014253

THIS INSTRUMENT PREPARED BY:
c/o Jennifer Gutai Comella, Esq.
Hand Arendall Harrison Sale LLC
35008 Emerald Coast Parkway, Fifth Floor
Destin, Florida 32451

DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS OF SALTAIRE SUBDIVISION

THIS DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS OF SALTAIRE SUBDIVISION (this “**Declaration**”) is made by **DSL D Homes Florida, LLC**, a Florida limited liability company (“**Declarant**”, as further defined below).

WITNESSETH:

WHEREAS, Declarant recorded or will hereafter record in the Public Records of Bay County, Florida, a subdivision plat for Saltaire Subdivision (“**Plat of Subdivision**”, as further defined below) pertaining to certain real property owned by Declarant in Bay County, Florida, as more specifically described on **Exhibit “A”** hereto; and

WHEREAS, Declarant, has, for the efficient preservation of the values and operation of the Subdivision, created a homeowners’ association called Saltaire Owners Association, Inc., a Florida not-for-profit corporation, to which shall be delegated and assigned the powers of maintaining and administering the Property, administering and enforcing the covenants and restrictions of this Declaration, as amended from time to time, and collecting and disbursing assessments and charges, in accordance with the exercise and fulfillment of the powers and duties assigned to it by the Governing Documents and as authorized by applicable law.

NOW, THEREFORE, DECLARANT HEREBY DECLARES, that subject to the provisions hereof, all of the Lots (hereinafter defined) shall be held, sold and conveyed by the Owners and the Common Area (hereinafter defined) shall be held by the Association subject to the restrictions, covenants and conditions contained herein for the purposes of protecting the value and desirability of, and which shall run with the Community Property (hereinafter defined) and be binding on all parties having any right, title or interest in the Community Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion thereof.

ARTICLE ONE GENERAL PROVISIONS

1.01 Restrictive Covenants and Easements Running with the Land. The use of the Community Property shall be in accordance with the provisions and restrictions of this Declaration, all of which are to be construed as restrictive covenants and/or easements, as

File # 2025037168 BK: 4928 PG: 1852, Pages: 2 of 79

applicable, running with the land and with
upon all Owners and other persons having
representatives, successors, grantees and

1.02 Terminology. Whenever a word or phrase is
construed to mean or to include the plural
deemed to include and to designate the meaning

1.03 Definitions. The following definitions have the
meaning set forth in this Section 1.03:

- (a) “Act” means Chapter 720,
- (b) “Additional Property” shall mean the property
hereof.
- (c) “Architectural Review Committee” means the
as established by the Board of Directors.

- (d) “Articles of Incorporation: Owners Association, Inc., of the Florida Department hereafter be amended, all Articles of Incorporation is
- (e) “Association” means Salt corporation.
- (f) “Board” or “Board of Directors” established in accordance Association.
- (g) “Builder” means any common Lot for the purpose of purchasers, which Builders
- (h) “Bylaws” means the Bylaws amended, altered or repealed hereto as **Exhibit “D”**.
- (i) “Common Area” means all or leased by the Association and/or its members recorded in the public records conveyed to the Association

the Stormwater Manageme

File # 2025037168 BK: 4928 PG: 1853, Pages: 3 of 79

- (j) “Community Property” :
- (k) “County” shall mean Bay
- (l) “Declarant” means DS
company, and its success
the Declarant’s rights as
- (m) “Governing Documents
Bylaws and other docun
Subdivision.
- (n) “House” or “Home” me
and for which a certificat
- (o) “Lot” means each and ev
- (p) “Lot Drainage Facilities’

on Lots 8-20 and 23-25 in the Permit and identify the Facility”, on the survey d

- (q) “Member” means every accordance with Article 5
- (r) “Mortgagee” means a ho lien reserved, or any encumbering or conveyin any obligation.
- (s) “NWFWMMD” means No
- (t) “Operating Expense” sha operating the Association fees, professional fees, s costs, costs of supplies a any and all costs relati hereunder; and further in performing its contract including without limitat replacement, insurance Stormwater Management

(u) “Owner” means the reco

(4)

OWNER RECORDS ARE FOR

fee simple title to any L

File # 2025037168 BK: 4928 PG: 1854, Pages: 4 of 79

lien holders, lessees, tenants, or other parties to the performance of an obligation.

(v) “Permit” shall mean the Permit for Stormwater Management attached hereto as Exhibit A, and the actions of the NFWFMD of the Association and by its

(w) “Person” means any individual, partnership, limited liability company or

(x) “Plat of Subdivision” means a plat recorded in the public records of the County of additional plats or plats of real property is annexed to Section 10.02 hereof.

(y) “Rules” are collectively the

the Association may prom
rescind and augment any
enjoyment of the Com
improvements located ther
to time, the Association sh
but not limited to the impo
compel compliance with th

(z) “Stormwater Management
system designed and const
necessitated by rainfall ev
absorb, inhibit, treat, use
drainage, environmental d
quantity and quality of disc
System for the Property
Association and in additic
Drainage Facilities.

(aa) “Subdivision” means Salta
Subdivision, plus any Ad
accordance with the terms

(bb) “Supplemental Declaration
Public Records of the C
Declaration or creates add
expressly or by reference.

expressly or by reference, to
the property described in st

File # 2025037168 BK: 4928 PG: 1855, Pages: 5 of 79

(cc) “Turnover” means the easement of the Association in a written instrument recorded in the Public Records of Dade County, Florida, (ii) The phases that will ultimately be developed by the Owners (other than Builder) to have occurred based on the plan of the successor Declarant by a

1.04 Purposes. It is intended to create a community of high esteem and quality living.

2.01 Common Area. The Association shall, under this Declaration, the Articles of Incorporation, the exclusive maintenance, management, and control thereon, and shall keep the Common

order, and repair pursuant to the terms of the deed. The Association has the right to restrict the promulgating reasonable rules and regulations for the use of the facilities, the right to charge reasonable fees to the Owners as the Association deems necessary. The Association shall have the right to regulate the maintenance, repair and replacement of the Common Area improvements thereto shall be carried out in accordance with the Incorporation and the Bylaws.

2.02 Right of Enjoyment. The Board of Directors, every Member shall have the right to use the Common Area, and such easement shall be appurtenant to the Unit.

2.03 Restrictive Covenant on Common Area. There shall be no use of the Common Area such that no part of the Common Area shall be used for commercial purposes; provided, however, that the Association has the right, but not the obligation, to construct and maintain the Common Area for the use and enjoyment of the Members, and regulations adopted by the Association shall exist for the benefit of the Owners.

2.04 Withdrawal/Conversion. The Association shall have the right to convert portions of the Community Property owned by the Association into common property.

property if not Declarant, from the term

File # 2025037168 BK: 4928 PG: 1856, Pages: 6 of 79

and conditions of this Section. For purposes of this Section, any instrument withdrawn from the terms hereof shall be deemed to be an instrument to withdraw such portion of the Proper record in the Public Records of Bay County, Florida, which instrument shall make reference to the Declaration, which instrument is to withdraw the Withdrawal Declaration, and contain a legal description of the portion of the Land to be converted Common Area to Lots or Lots of Land. After approval of the Association, any Owner of the converted or Withdrawn Property shall no longer be subject to the terms and conditions of this Declaration, covenants, restrictions and/or regulations, easements, rights-of-way, or other portions of this Declaration, which shall be subject to the terms and conditions of this Declaration. Notwithstanding to the extent that any Lot or Lots are the subject of a Lot Purchase Agreement, any Lot or Lots may not be withdrawn from the terms and conditions of this Declaration.

A document has been terminated or replaced.

Agreement has been terminated or unless to the withdrawal of the Lot(s).

2.05 Lots Subject to Covenant shall be conveyed, held, devised, leased, the terms, conditions, covenants, restrictions to observe and perform the same when instrument of conveyance of the Lot or property and be appurtenant thereto as if subject to the terms and conditions hereof

2.06 Easements.

(a) Access Easement. An easement reserved over and across all lots of the Association, all Owner **Easement**"). The Association's regulations for the use of the road surface that constitute the Association.

(b) Easements and Buffer Strips of Subdivision, if any, are in the Subdivision shall be

(c) Structures. No dwelling or

shall be built, erected, or n

File # 2025037168 BK: 4928 PG: 1857, Pages: 7 of 79

at all times be open and
and to other persons ere
Association, its successo
and egress thereto and t
may be necessary in, unc
the purposes for which s
reserved.

- (d) Overhead Wires. No
communications service,
provided, however, that
street lighting or orna
constructed in accordanc
the Association.

2.07 Control of Common Areas
sell, subdivide, lease, mortgage, grant e
or exchange all or any portion of the C
or acquire any additional real property

terms of this Declaration and the Article

2.08 Condemnation. In the event of a condemnation of the Common Area on which improvements are located, the person who replaces such improvements so taken on shall, within twenty (20) days after such taking, a majority (75%) of the voting interests applicable to replacement or restoration also apply to and govern the actions taken to restore or replaced after a condemnation.

2.09 Liability. Owners, occupants, and licensees of the Common Area at their own risk and shall assume responsibility for items stored there. The Association, the Declarant, its representatives and agents shall not be liable for injury or damage to personal belongings used or stored there. The Association shall not be liable for injury or damage by an Owner or any other person, (b) resulting from a leak or flow from any street, pipe, plumbing, or utility line or facility, the responsibility for which is that of the Association, or (c) caused by any street, sidewalk, or security system, utility line, facility or for the maintenance of which is that of the Association be liable to any Owner or occupant for damage to property of such Owner or occupant.

File # 2025037168 BK: 4928 PG: 1858, Pages: 8 of 79

AF
ASSOCIATION MEM

3.01 The Association. The operation and maintenance of the Common Area shall be handled by the Association. The Association shall have the authority to sue and be sued in the Governing Documents and pursuant to the authority and power to maintain a class action and to bring a reference to the Common Area and with the Association. All Owners have a common interest. The Association shall act in the Act, Chapter 617, Florida Statutes and the Articles of Incorporation and the Bylaws. The Association shall have the authority to authorize any Lot to make emergency repairs and maintenance and operation of the Common Area. The Association shall obtain permits, licenses, and easements over the Common Area reasonably necessary or useful for the proper operation of the Common Area. The Board of Directors shall have the authority to assess the Common Area for assessments and is further authorized to collect assessments.

3.02 Membership. Each Owner of the Articles of Incorporation and the By

3.03 Voting. Voting by Owners

3.04 Assignment. The share of cannot be assigned, hypothecated, or transferred to an Owner's Lot.

ARTICLE COVENANT FOR M

4.01 Creation of the Lien and P
Lot, hereby covenants, and each Owner acceptance of a deed therefore, whether conveyed by any conveyance (including any purchaser at a public sale) shall run with the land and be binding on the Association: (1) any regular assessments of the Association (including payment of proper taxes and any personal property which may in the future be assessed "Assessments" or "Annual Assessments"), to fund any deficits between the amount of the annual budget and the amount determined for the management and maintenance of the Common Areas of the Association or property of the Association; (2) any assessments or charges incurred by the Association for the Lots ("Individual Assessments"). The A

with interest, costs, an administrative late

File # 2025037168 BK: 4928 PG: 1859, Pages: 9 of 79

dollars (\$25.00) or five percent (5%) of date, and reasonable attorneys' fees, shall be a lien upon the property against which each assessment was accepted by the Association shall be paid before any administrative late fee, then to any delinquent assessments. Each such assessment shall be a lien in late fee and reasonable attorneys' fees, and the Owner of such Lot at the time of transfer of title; provided, however, that the Owner who acquires title to a delinquent property shall be severally liable with the previous Owner for the late fee and reasonable attorneys' fees, and the liability of a first mortgagee, or first mortgage who acquires title to a property, shall be limited to the unpaid assessments that became due prior to the transfer of title to the property, and the liability shall be limited to the amounts set forth in Section 4.02 to any right the present Lot Owner may have in the property from the previous Owner.

4.02 Purpose of Assessments.

to provide for the operation and maintenance expenses, adoption, enforcement and Documents, and the management, capital improvements constructed thereon, insurance, casualty and liability, and including the Association shall have the obligation to maintain the Common Areas. For the foregoing, any and all easements, drains, streetlights, holding and retention powers (if any otherwise) and shall pay all ad valorem taxes.

4.03 Annual Assessments.

Any improvements purchased by the Association hereunder shall be a part of the membership, and the maintenance, repair and replacement of any located on the Common Areas, and any improvements for each Lot owned shall pay a portion of the cost of the Association, taking into account current market value. The portion to be paid by each Member shall be as set forth herein. Once assessed, the Association shall have an interest, late fees, attorneys' fees, and costs of the assessment or enforcement of the assessment shall commence on the date the Board of Directors shall determine until December 31 of that calendar year or the next calendar year. Each Owner acknowledges the Association's maintenance of capital improvements through the collection of the assessments being collected. Reserve accounts are not required and the Members of the Association may elect to contribute to the same.

affirmative approval of a majority of th

File # 2025037168 BK: 4928 PG: 1860, Pages: 10 of 79

vote of the Members at a duly called meeting, the membership must state that reserve account and designate the components for which the reserve is being set aside. In the membership, the Board of Directors shall determine the amount to be set aside in the next fiscal year following the audit and shall establish as provided in this subsection the method of collection of the Annual Assessments or Special Assessments as provided by the HOA Act. Notwithstanding any other funding obligations for each Lot owned by Declarant, the Lot to a third-party who is not a member of the HOA. Turnover, Declarant is exempt from paying assessments on Lots Declarant owns.

4.04 Special Assessments. In the event the Board of Directors may levy, in any calendar year, an assessment applicable to that calendar year. Any such assessment shall be for the purpose of defraying, in whole or in part, the cost of replacement of a capital improvement upon the property, including fixtures and personal property, or the replacement of those budgeted

expenses in excess of those budgeted, Notwithstanding the foregoing, before the Assessment unless a majority of Members Assessment at a duly called special meeting the Act.

4.05 Date of Commencement of provided for herein shall only be assessed ("Improved Lot") and will commence a Lot to any Owner who is not the Declarant adjusted according to the number of months days prior to each Annual Assessment per Act, the Board of Directors shall prepare Expenses of the Association during the established by owner vote. Except as otherwise pay an equal amount of the Annual Assessment be set at a level which is reasonably expected total budgeted Operating Expenses, including copy of the budget and notice the amount each Owner in accordance with the requirements time. If the Board of Directors fails for until such time as the budget is determined year shall continue for the current year. The Board of Directors shall become effective in accordance amended from time to time. The Board Assessments will be collected annually, quarterly

for assessment payments.

File # 2025037168 BK: 4928 PG: 1861, Pages: 11 of 79

4.06 Individual Assessment A of any Lot in the Subdivision shall fail thereon in accordance with the terms promulgated Rules in a manner satisfactory consistency with the general appearance by the Declarant or a Builder (taking in exterior conditions, but not to the point majority of the Board of Directors, shall enter upon said Lot and to repair, maintain and any other improvements erected thereon behalf of the Lot Owner may be at expense; and said Individual Assessment Section 8. In addition, in the event any to real or personal property owned or limitation the Common Area and any facilities, landscaping, irrigation, side Management System, such Owner shall replacements required to correct such c

4.07 Effect of Nonpayment of
assessment not paid within thirty (30) d
date such unpaid assessments are paid at
greater than the maximum percentage r
of Florida. The Association may bring a
obligated to pay the same, record and
relief. Interest, late fees, costs, and reas
to the amount of such assessment. Eac
conveyance of an interest in a Lot, herel
to bring all actions against such Owner
to foreclose the aforesaid lien by all
including foreclosures by an action bro
mortgage lien on real property. The li
Association and shall be for the benefit
Owners, shall have the power to bid for
and hold, lease, mortgage, and convey
liability for the assessments provide
abandonment of said Owner's Lot. Th
rights of any Owner of the Common
association is delinquent ninety (90)
accordance with the procedural requirem

30/235

mortgagees who obtain title as a resul

File # 2025037168 BK: 4928 PG: 1862, Pages: 12 of 79

determined by the Act, and specifically, No sale or transfer shall relieve such Lot due or from the lien thereof or relieve the assessments occurring prior to said sale o

4.09 Estoppel. The Association Owner, provide estoppel certificates in ac

4.10 Declarant Exemption; As anything contained in this Declaration t exempt from assessments of any type by execution and recording in the real propo of the exemption from assessments set however, that for so long as Declarant's responsible for and shall pay any and all amount of assessments receivable hereun (if any) of the Association.

4.11 Reserves. The Associatio

reserve fund for the periodic maintenance of the Common Area (the “**Reserve Fund**”). A Reserve Account and the funding of reserve for the Reserve Fund shall be budgeted and approved by the Act, as may be amended from time to time. All Owners or Builders shall be obligated to fund reserve.

4.12 Working Fund Contribution. Hereunder, the first Owner acquiring title to a lot or occupy (or lease to an occupant) the House shall contribute to the Association at the closing of such Lot a sum equal to the annual assessments for Operating Expenses (the “**Working Fund Contribution**”). The Working Fund Contribution purpose and need not be separated from the Operating Expenses. No Working Fund Contribution shall be required for the purpose of constructing a Home thereon.

4.13 Fines. The Association may impose fines for violations of the provisions of the Governing Documents. In the event of a violation of any Owner or Owner’s tenant, its occupant, licensee, or invitee to comply with the Bylaws, or Rules of the Association as adopted by the Board of Directors for each day of the violation, except that the fine shall not exceed the amount otherwise provided herein. An Owner may appeal the imposition of a fine at the discretion of the Board. If collection of

length of the tenancy, remote residency c

File # 2025037168 BK: 4928 PG: 1863, Pages: 13 of 79

\$1,000.00 or more may become a lien. The prevailing party is entitled to reasonable attorney's fees as determined by the court.

4.14 Stormwater Management The Association shall be responsible for assessing and collecting fees for the operation and maintenance of the Stormwater Management System. In the event the Subdivision is responsible for monitoring and maintenance, the Association shall be responsible for monitoring and maintenance of the mitigation measures.

MAINTENANCE

5.01 Maintenance. The Association shall be responsible for the maintenance of the common areas. In addition, the Association shall have the right to enter the property for the purpose of inspecting, repairing, or maintaining the common areas not owned by the Association, whether or not the property is subject to an easement and covenant to share costs as determined by the Association. If it is determined that such action would be necessary, the Association shall be responsible for the cost of such action.

respective Lot and shall also maintain Owner's House, patio and yard area structural repairs and maintenance, extending, but not limited to maintenance of screen doors, exterior door and windows. The Owner shall also be responsible for the maintenance of the Owner's Lot and gates appurtenant to the Lot. The Owner shall be responsible for the Stormwater Management and the maintenance and preservation of the Lot in accordance with the terms and conditions of any other governmental authority.

5.02 Failure to Maintain. In the event of a failure to maintain the Lot and the improvements situated thereon, such as provided for herein and provided in the Declaration, which causes injury to the adjoining Lot or to common areas of the Association, after approval by a majority vote of the Board, it shall be the obligation, through its agents, to maintain, and restore the Lot and the improvements, including all Lot Drainage Facilities located on the Lot. The Board, in its Individual Assessment to which such provisions shall be subject to the discretion of the Board, may seek equitable relief to maintain or repair.

5.03 Damage to Common Areas. In the event of damage to the Common Areas, Five to the contrary, each Owner shall

...to the Common Area, or any p

File # 2025037168 BK: 4928 PG: 1864, Pages: 14 of 79

family members, guests, invitees, lessees, or anyone else, for any recklessness or willful misconduct of such person or persons, by the Owner, the Owner's family members, or anyone else. Individual Assessment against the Owner.

ARCHITECTURAL

6.01 Submission of Plans and Specifications
Any structure or improvement shall be constructed or improved without any exterior addition to or change or alteration of the existing structure showing the nature, kind, shape, size, color, or material, unless it has been submitted by an Owner to and approved by the Architectural Review Committee ("ARC"), or Board of Directors if serving in that capacity, and copies of the building or construction plans and specifications are submitted to the Architectural Review Committee, together with a request for review by the Architectural Review Committee ("Specifications"). Prior to commencement of construction, Plans and Specifications must be approved by the Architectural Review Committee.

conformity and harmony with surrounding
contemplated by Declarant, if prior to the
Architectural Review Committee may, if
guidelines for the Subdivision, and a copy
available to any Member requesting a copy
Bylaws, the Declarant may serve in the place

6.02 Approval or Disapproval.

approval or disapproval of such Plans and
approval or disapproval to the request
Committee fails to approve or disapprove
including any additional documentation
said Plans and Specifications have been
given. No ARC decision shall be recorded
Specifications.

6.03 Right of Inspection. The
but not the obligation, to enter and
construction and prior to occupancy to
plans submitted and approved by the ARC
comply with the provisions of this Section
in accordance with the provisions of this
might be available at law or in equity (if
injunction, payment of the prosecuting party

6.04 Limited Review. The scope

Committee does not include any res

File # 2025037168 BK: 4928 PG: 1865, Pages: 15 of 79

construction or materials, compliance Declaration, or any other similar or diss

6.05 Waiver of Liability. The architect nor agent thereof, nor the Association of any of the foregoing shall be responsible to comply with the requirements of this regulation, nor for any defects in any Plans in accordance with the foregoing provisions done according to such plans and specifications therefrom agree not to sue or claim against any cause arising out of the matters referred said entities and persons for any and every

6.06 Declarant's Exemption. This does not apply to the Declarant. The foregoing for any Builder in lieu of the Architectural Review Committee. The shall be deemed approval of the Association

and any modifications of such approved

A
US

7.01 Residential Use. Each Lot is to be used for residential use.

7.02 Subdivision of Lots. Each Lot is a legally described freehold estate subject to easements and rights-of-way, and may be divided into smaller Lot or Lots unless approved by the Board of Supervisors, subject to any requisite government regulations and occupied as one Lot, with one Home.

7.03 Signs. No sign of any kind shall be placed by the Owner actively attempting to sell his Lot or by any person on the Lot, sign of less than four (4) square feet, on the Lot, Subdivision, the Declarant and/or the Board of Supervisors and/or on any Lot to advertise the Subdivision. The Owner may display a sign of reasonable size, not exceeding ten feet of any entrance to the home.

7.04 Noxious and Offensive Activities. No noxious or offensive activities shall be conducted on, in or upon any Lot, nor shall an activity be conducted that causes an annoyance or nuisance to any other Owner.



File # 2025037168 BK: 4928 PG: 1866, Pages: 16 of 79

7.05 Design Criteria: Structure
located on a Lot by an Owner shall comp

- (a) Any House shall contain heated and cooled living s
- (b) No House may exceed thro
- (c) Any backyard playground fenced, with ARC prior ap and location.
- (d) The Home on a Lot may garage or carport may hav conformity with the gene structure. In addition, th composite shingles or suc quality than composite sl Architectural Review Com

- (e) No window air-conditioning units on residence so as to be visible from the street.
- (f) Underground electrical conduits, electrical or similar wiring shall be installed in accordance with the applicable codes.
- (g) All outside radio and T.V. receiving/transmitting equipment shall be approved by the Planning Committee and must be installed in front of the Lot and shall not be visible. Notwithstanding the foregoing, the Commission may regulate antennas, satellite dishes, and other devices of this kind in strict compliance with the applicable codes.
- (h) Driveways must be made of concrete or approved by the Architect. No event may any Driveway be used for any other purpose.
- (i) Fences constructed or erected shall be of a natural color wherein the fence shall be metal construction or a combination of metal and wood. No step down or shadowbox fence design. The fence shall be constructed from the house nearest front property line.

any record request that p
fences must result in a nat

File # 2025037168 BK: 4928 PG: 1867, Pages: 17 of 79

entire designated yard at
completion of construction
responsibility to maintain
that such improvement
Notwithstanding the foregoing
prohibit any Owner from
under Florida law, on his
conflict with part II of ch

(j) No garments, rugs, towels
exposed or dusted from
Further, unless otherwise
Federal law, no outside canopy
shall be erected in the front

(k) Existing drainage, including
on Lots, shall be maintained
specifically shall not be
onto an adjacent Lot or

installed in any manner
shall be installed in Dra
pursuant to the conditio
shall be accessible at all t

- (1) Docks/Piers. Notwithsta
application by the Lot O
dock or pier on or over
No such dock or pier r
Declarant prior to Turn
NFWFMD and any oth
including but not limited
("FDEP") and the Army (

7.06 Animals. No animals, in
bred, or kept on any Lot except that dog
the Rules adopted by the Association, 1
any commercial purpose. Pets must be
not be a nuisance or threatening to any
foregoing, the restrictions in this Section
Fair Housing Act.

7.07 Waste. No rubbish, tra
permitted upon any Lot except in sanit
concealed from view.

File # 2025037168 BK: 4928 PG: 1868, Pages: 18 of 79

7.08 Miscellaneous. Except as or storage unit of any kind shall be ere attached to the House erected on the structure matches that of said House. No may be erected, placed or set on any Lo such Lot; (b) enclosed on all sides by a v same architecture and character of the H building must be covered with composi higher grade and quality than composite Committee.

7.09 Temporary Structures. T home, motor home, modular building outbuilding shall be used at any time permanently.

7.10 Vehicles.

(a) No inoperative cars, truck

vehicles shall be allowed to
excess of forty-eight (48) feet
to any such vehicle being loaded

- (b) No trucks larger than a one-ton truck on those reasonably necessary
- (c) Recreational vehicles and trailers or any street within the Subdivision vehicles, campers, boats and trailers Lot, provided that they are subject to the provisions of this Declaration and not in a Common Area.
- (d) Overnight parking within the Subdivision is strictly prohibited.
- (e) There shall be no major reconstruction of any Lot unless performed in accordance with the standards of the Subdivision.
- (f) No noxiously loud or dangerous activities shall be conducted in the Subdivision Lot.

7.11 Construction. Any and all construction shall conform to the standards and provision of Bay County, Florida, and the Subdivision shall provide dumpsters for cleaning of construction sites.

File # 2025037168 BK: 4928 PG: 1869, Pages: 19 of 79

approved and permitted docks or piers including the Lot Drainage Facilities located

7.12 Pollution. There shall be no noise, vibration, electrical or magnetic disturbance

7.13 Outdoor Lighting. All outdoor lighting shall be no more than 100 watts and shall be placed so as to avoid glare, not be turned toward the ground and shall be shielded in all directions so that it does not shine toward adjacent properties are specifically prohibited.

7.14 Garbage and Refuse Disposal. No refuse shall be placed on the ground for rubbish, trash, garbage, or other waste, and shall be kept in a clean and sanitary condition.

7.15 Oil and Mining Operations. No oil exploration or extraction of minerals, or other mining operations shall be conducted at any time.

7.16 Firearms and Fireworks. No one on any Lot or any Common Area is prohibited; the Common Area is permitted by law for the purpose of transferring firearms across 1 "firearms" includes "B-B" guns, pellet g

7.17 No Hanging of Items. No other articles shall be hung out or expo street.

7.18 Hazardous Items. No one on any of the Common Area any flammal benzene, or other explosives or articles written consent of the Board of Direc possess gasoline and other flammable o maintenance of a single family residence Owner's Lot without obtaining such removal of any flammable or hazardou sole and absolute discretion, that any typ

7.19 Water and Sewer Service and use the central water distribution sy the Subdivision, and shall be responsil septic tanks or wells will be permitted; p the use of wells for landscape irrigation

THE USE OF WELLS FOR LANDSCAPE MITIGATION.

File # 2025037168 BK: 4928 PG: 1870, Pages: 20 of 79

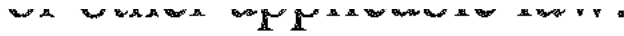
7.20 Windows and Window Treatments
The exterior of any House or other structure shall not have any windows or used for sunscreens, blinds, shutters, styles, materials, and colors and all hardware shall be approved by the Architectural Review Committee; provided that wrought iron doors be permitted. Hurricane shutters shall be installed to cover windows unless and until the National Weather Service for the County advises that they be opened and/or otherwise removed within

7.21 Lots on Wetland Areas, Docks, and Filling
The filling in of any wetlands, body of water, or other area shall require appropriate governmental permits (if any) and approval of the Architectural Review Committee. Should a pier, the Owner must obtain approval not only from the agencies with jurisdictional/oversight authority, but also from the ACOE, prior to building any docks or other structures. Approval is not guaranteed and approval may be denied.

7.22 Compliance With the Law with all applicable laws, rules and regulations (ordinances) promulgated by any government within the Common Area.

7.23 Swimming Pools. No swimming pool shall be constructed, altered or maintained upon the property without the approval of the Architectural Review Committee in accordance with the foregoing, any such swimming pool must be constructed in accordance with the laws, ordinances, regulations and rules of the state authorities having jurisdiction over the property. If a swimming pool on such Owner's Lot shall be constructed, the Owner shall construct a fence around such swimming pool in accordance with the Architectural Review Committee in accordance with anything contained herein to the contrary,

7.24 Energy Conservation Equipment Any energy conservation hardware or energy conservation equipment shall be constructed or installed on any lot within the Subdivision without the approval of the Architectural Review Committee in accordance with the foregoing. Equipment shall be installed in such a way as not to obstruct the road within the Subdivision. Notwithstanding the foregoing, to promulgate Rules regarding the use of such equipment as provided, however, that such rules and regulations shall not conflict with such Energy Conservation Equipment and any other applicable law.



File # 2025037168 BK: 4928 PG: 1871, Pages: 21 of 79

7.25 Outdoor Equipment. All outdoor equipment (including but not limited to generators or House without prior written approval; however, that portable outdoor equipment may be used on a temporary basis for no more than 24 hours after use. Notwithstanding the foregoing, equipment shall be promptly removed once power is restored.

A
ADDIT

8.01 Leasing. Homes and Leases only, however leases for a duration of 1 year or less; if a member leases his Home or any portion thereof without limitation, the violation of the Association hereunder.

8.02 Restrictions on Mortgagi

place any restrictions on an Owner's right

8.03 Rules. Reasonable Rules may be made and amended from time to

8.04 Lender's Notices. Upon and address of the holder, insurer or guarantor will be entitled

- (a) Any condemnation or common area or the Lot
- (b) Any sixty (60) day delinquency by the Owner of any Lot

ENFORCEMENT

9.01 Enforcement. The Association Committee and/or any Owner shall have equity, all restrictions, conditions, covenants and provisions of this Declaration. Failure of the Architectural Review Committee and/or any Owner to enforce the provisions contained shall in no event be deemed a

7.02 Attorneys Fees. in any
any legal or equitable proceeding, in ar

File # 2025037168 BK: 4928 PG: 1872, Pages: 22 of 79

proceedings, or in any appeal from any covenant herein contained (due to their a lien against any Lot or against any Declaration to the contrary for specific entitled to recover all costs, including rea

9.03 Term. This Declaration i upon the Association and all Owners and them for thirty (30) years after the date which time said covenants, as amende successive ten (10) year periods, or if successive terms in accordance with Flo time to time. In the event the Associatio herein, any Owner may petition the Circu affairs of the Association and all Comm dedicated or conveyed to a similar n maintenance and operation.

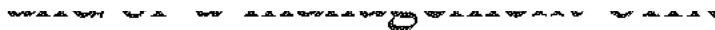
9.04 Amendments. This Decla

sixty-seven percent (67%) of the votes
foregoing, Declarant shall have and reserve
the joinder or consent of any other party
duly signed, acknowledged and filed for
or grammatical error, ambiguity or inconsistency
10.03 below.

A
RESERVED

10.01 General Reserved Rights
assigns:

- (a) A right-of-way and easement for
drainage, maintenance, repair and
Common Area for all purposes
developing or aiding in the development
thereof or additions thereto
- (b) The right to grant easements for
drainage, utilities, maintenance and
Common Area to any person
egress or for drainage, utilities
- (c) The right to maintain, manage
and/or a management office



File # 2025037168 BK: 4928 PG: 1873, Pages: 23 of 79

and to maintain signs
business and sales activiti

Except as set forth in Section 10.04, al
may be exercised by Declarant withou
Member.

10.02 Right to Annex Property
sole and absolute discretion, to (a) m
“**Additional Property**”) subject to all
and/or (b) permit owners of Additiona
assurances can be made as to whether
Declarant expressly reserves the right to
as all Additional Property has been a
Declaration. No assurances can be ma
Additional Property that might be a
accordance with this Section by an am
made and entered into by Declarant in
consent, approval or signature of the



File # 2025037168 BK: 4928 PG: 1874, Pages: 24 of 79**INSUR**

11.01 Insurance on Common Ar
necessary to satisfy the requirements o
Federal National Mortgage Association,
Department of Housing and Urban Devel
the Board shall obtain casualty insurance
on the Common Area, which the Asso
provide, at a minimum, fire and extended
the full replacement cost of any repair c
from any such hazard. The Board shall o
Area covering the Association and its
negligence of the Association or any o
directors' and officers' liability insuran
determined by the Board. In addition to
shall obtain worker's compensation ins
requirements of applicable laws, and a f
and other persons handling or responsible
fidelity coverage is waived in the manne

shall cover the maximum funds that will agent at any time while the policy is in defenses based upon the exclusion of per coverage shall be written in the name of t

11.02 Individual Insurance. By Declaration, each Owner acknowledges insurance for any portion of individual Lot Owners and with the Association that ea Lot and all structures constructed there occurring on a Lot. The casualty insuran commonly insured under an all-risk poli sufficient to cover the full replacement damage or destruction from any such haz at all times.

11.03 Damage and Destruction days after damage or destruction by fire covered by insurance written in the nam agent shall proceed with the filing and ad obtain reliable and detailed estimates of destroyed property. Repair or reconsti restoring the property to substantially the fire or other casualty, allowing for any applicable building codes. Any damage (in the name of the Association shall be ret

IN THE NAME OF THE ASSOCIATION SHALL BE FOR
casualty, a proposal not to repair or recons

File # 2025037168 BK: 4928 PG: 1875, Pages: 25 of 79

percent (75%) of the voting interests of insurance proceeds to be paid as a result of estimates of the cost of repair or reconstruction of the Association within such period, then the proceeds shall be made available; provided, however, such proceeds shall be available only for such period as may be determined by the Association. If the damage or destruction for which the property is reconstructed and such proceeds are not sufficient to reconstruct the property, the Directors shall, without the necessity of a vote of the Owner of each Lot. Additional assessments may be levied at any time during or following the construction of the property if the proceeds available from insurance exceed the cost of repair or reconstruction not repaired or reconstructed, such excess shall be used for the event that it should be determined by the Association that damage or destruction shall not be repaired or reconstructed, authorized, the property shall thereafter be in the same condition.

11.04 Damage and Destruction
or other casualty to all or any portion

Owner thereof within ninety (90) days and be completed within ninety (90) days, to be completed within a reasonable time the all improvements on the Lot and remove damage or destruction.

AF
M

12.01 Savings. If any provision sentence, clause, phrase, or word herein invalid, the validity of the remainder of affected thereby.

12.02 Captions. The captions are part of this Declaration and do not in a Declaration.

12.03 Applicable Law. The law. All actions or proceedings in any way, in Declaration shall be litigated only in Owner hereby consents and submits to to within said county and state and hereby venue of any such litigation. The pro Declaration shall be entitled to recover without limitation fees of attorneys and

without limitation, fees of attorneys and
any such litigation.

File # 2025037168 BK: 4928 PG: 1876, Pages: 26 of 79

12.04 Effect of Waiver or Consent. The failure to object to any breach or default by any Person hereunder is not a consent or waiver to any breach or default by any Person of the same or any other obligation. The failure to complain of any act or to declare any Person in default if the failure continues, does not constitute a breach or default.

12.05 Headings. The headings are for convenience and shall not define, limit or restrict the scope of the provisions.

12.06 Interpretation. The provisions shall be construed to effectuate its purpose of creating a unified community and subdivision in accordance with Florida law. The provisions shall constitute a waiver of the right to enforce the provisions.

12.07 Notice. All notices required by the Association shall be sent certified mail or by a recognized overnight courier who maintains a business presence in the United States.

Association, at such address as the Association may determine, by written notice to all Owners. All notices to any Owner shall be the responsibility of Owners to provide for the management of the Owner's mailing address. Owners shall notify the Association of any changes in their address.

12.08 Conflict Between Documents The terms and conditions of this Declaration shall prevail over the terms and conditions of the Articles of Incorporation, the Bylaws or any rules and regulations of this Declaration shall control over the terms and conditions of the Articles of Incorporation or any rules and regulations promulgated by the Association. If there is a conflict between the terms and conditions of the Bylaws and the terms and conditions of the Declaration hereunder, the terms and conditions of the Declaration shall control.

12.09 Fair Housing Amendments The Association shall enforce the Bylaws, and any rules and regulations of the Association and applied in a manner so as to be consistent with the Fair Housing Act.

12.10 Security. The Association shall not be responsible for certain activities within the Subdivision which are otherwise might be. Neither the Association nor the Declarant shall in any way be responsible for the Subdivision, nor shall any of them be held liable for not provide adequate security or ineffectiveness.

or warranty is made that any fire prote

File # 2025037168 BK: 4928 PG: 1877, Pages: 27 of 79

system or measures, including any mechanical system, cannot be compromised or destroyed, and any measures undertaken will in all cases be consistent with the system which the system is designed or intended to perform in covenants to inform its tenants and all other persons, including Directors and committees, Builder, and that each Person using the Common Area shall be liable for any damage or damage to property, including Homeowners' Association parties.

12.11 NOTICES AND DISCLOSURES

THE SUBDIVISION CONTAINS JURISDICTIONAL BUFFERS (AREAS DEPICTED ON THE MAP). WETLANDS, WETLAND BUFFERS ARE NATURAL RESOURCES REGULATED BY LOCAL LAW AND REGULATED BY THE FLORIDA DEPARTMENT OF "ACOE"), THE FLORIDA DEPARTMENT OF

THE NORTHWEST FLORIDA WATER
THE COUNTY AND/OR OTHER
AUTHORITIES HAVING JURISDICTION

EXCEPT AS MAY BE OTHERWISE
FROM THE APPLICABLE GOVERNMENT
ACTIVITIES ON OR USE OF THE
WHEREVER LOCATED IN THE SUBJECT
PROHIBITED.

ARTICLE
STORMWATER

13.01 Stormwater Management

- (a) The Stormwater Management
- (b) No construction activities
Stormwater Management
Prohibited activities include
depositing fill, debris or
water control structure;
Management System or part
of the Stormwater Management
vegetation in these areas.

vegetation in these areas
without specific written a

File # 2025037168 BK: 4928 PG: 1878, Pages: 28 of 79

- (c) The Association shall operate the Stormwater Management System(s) in a manner conforming with the provisions of the Code in accordance with S.C. Code § 62-330.020(2)(b), 62-330.020(2)(c), and the F.A.C. Code (F.A.C.) and apprise the Association of the enforcement of the restrictions. The Association shall allow the systems to provide for stormwater management and shall allow for the repair or reconstruction of the Stormwater Management System if modified as approved, by the Association.
- (d) NWFWMD has the right to seek an injunction for outstanding problems with the Stormwater Management System and shall have the right to enforce the provisions contained in this Declaration. NWFWMD shall have the right to repair of the Stormwater Management System.

- (e) Notwithstanding anything amendment to this Declar beyond maintenance in its of NFWFMD.
- (f) Each Owner, at the time comply with the construc approved and on file with]
- (g) No Owner may construct perform any activity in t upland conservation area described in the approved approval is received from t
- (h) A copy of the Permit sha agent.

13.02 Right to Transfer. The Ass any part of the Common Area, to any p stormwater management and subject to su such dedications or transfers shall be effect to cast sixty-seven percent (67%) of the v such dedication or transfer, and unless writ not less than (30) days and no more than

not less than (30) days and no more than

Notwithstanding the foregoing, Declarant s

File # 2025037168 BK: 4928 PG: 1879, Pages: 29 of 79

convey to any appropriate entity which
Applicant's Handbook Volume 1, Sec
Management System on the Common Ar

[Signat

File # 2025037168 BK: 4928 PG: 1880, Pages: 30 of 79

IN WITNESS WHEREOF, De
duly authorized representative.

Signed, sealed and delivered
in the presence of:

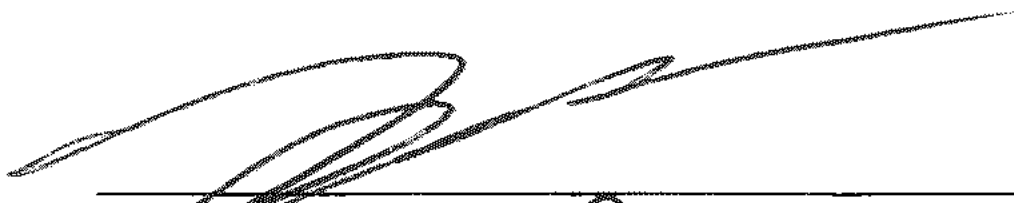
Witnesses:



Signature

Printed Name: Travis Gomez

Address: 12780 Seraphine Dr,
Pensacola, FL, 32506



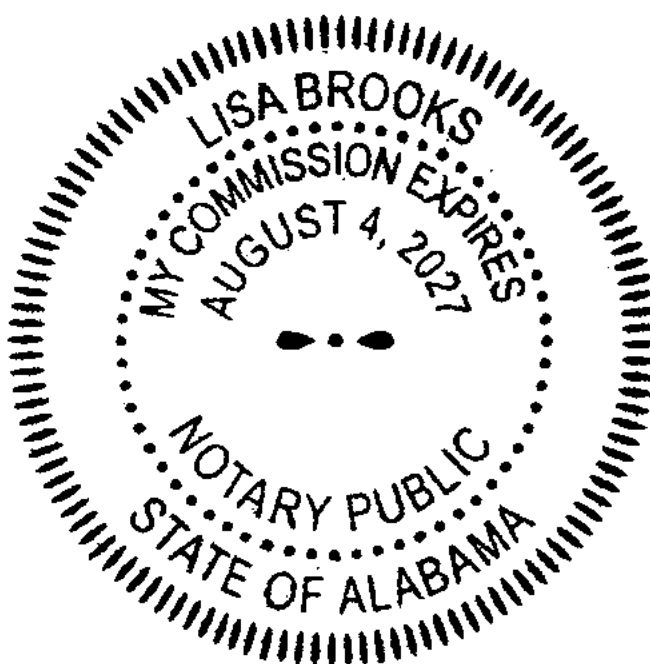
Signature

Printed Name: Rodriguez Han

Address: 17541 Volo Ridge
Fairhope AL 365

STATE OF ~~FLORIDA~~ Alabama
COUNTY OF Baldwin

The foregoing instrument was ack
or ☐ online notarization, this 30th day of
of DSLD Homes Florida, LLC, a Florida
to me or ☐ has produced personally



File # 2025037168 BK: 4928 PG: 1881, Pages: 31 of 79

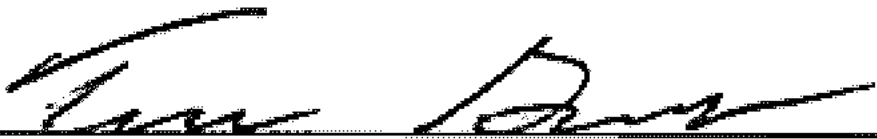
AS

Saltaire Owners Association, Inc.
Daphne, AL 36526 hereby approves a
Restrictions of Saltaire Subdivision and
the terms thereof and will comply with

IN WITNESS WHEREOF, Salt
this 30 day of April

Witnesses:

Signed, sealed and delivered
in the presence of:



Signature

Printed Name: Travis Gomez

Address: 12780 Seraphine Dr

PENSACOLA, FL, 32506



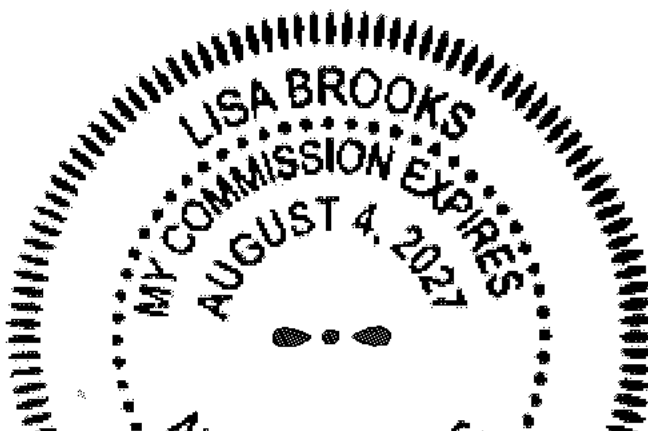
Signature

Printed Name: Rodney Ham

Address: 17541 Polo Ridge
Fairhope AL

3653
STATE OF ~~FLORIDA~~ Alabama
COUNTY OF Baldwin

The foregoing instrument was
presence or ☐ online notarization
_____, on behalf of the c
produced the following personally





File # 2025037168 BK: 4928 PG: 1882, Pages: 32 of 79

DESCRIPTION OF

File # 2025037168 BK: 4928 PG: 1883, Pages: 33 of 79

PARCEL 1: COMMENCE AT THE A PER
SOUTHWEST CORNER OF LOT 14, BL
1, PLAT BOOK 8, PAGE 89 BAY COUNT
RANGE 15 WEST; THENCE NORTH 88'
SHORELINE PROPERTIES SUBDIVISIC
INTERSECTION OF THE EAST RIGHT C
RIGHT OF WAY OF SHORELINE CIRCL
DISTANCE OF 50.00 FEET TO THE INTI
MICHIGAN AVENUE AND THE SOUTH
POINT OF BEGINNING; THENCE SOU'
WAY LINE OF SHORELINE CIRCLE, FC
CORNER OF A PARCEL DESCRIBED IN
PUBLIC RECORDS OF BAY COUNTY, F
THE WEST LINE OF SAID PARCEL FOR
WATER LINE OF BETTY DAVOL THEN

WATER LINE OF PRETTY BAYOU; THEN
THE FOLLOWING COURSES; SOUTH
16.73 FEET; SOUTH 30°18'35" WEST, 2
SOUTH 48°13'07" WEST, 35.70 FEET; S
44°54'59" WEST, 11.56 FEET; SOUTH 5
16.62 FEET; SOUTH 47°40'40" WEST, 5
SOUTH 53°49'50" WEST, 43.10 FEET; S
58°44'13" WEST, 30.78 FEET; SOUTH 5
26.57 FEET; SOUTH 64°29'52" WEST, 4
SOUTH 72°36'00" WEST, 29.35 FEET; S
65°36'52" WEST, 29.49 FEET; SOUTH 5
23.13 FEET; SOUTH 40°37'59" WEST, 3
PARCEL DESCRIBED IN OFFICIAL REC
RECORDS OF BAY COUNTY, FLORIDA
NORTH LINE OF SAID PARCEL, FOR A
WAY LINE OF MICHIGAN AVENUE; TH
RIGHT OF WAY LINE, FOR A DISTANCE
SAID LANDS CONTAINING 6.5523 AC

PARCEL 2: COMMENCE AT THE A PER
SOUTHWEST CORNER OF LOT 14, BL
1. PLAT BOOK 8. PAGE 89 BAY COUNT

RANGE 15 WEST; THENCE NORTH 88'

File # 2025037168 BK: 4928 PG: 1884, Pages: 34 of 79

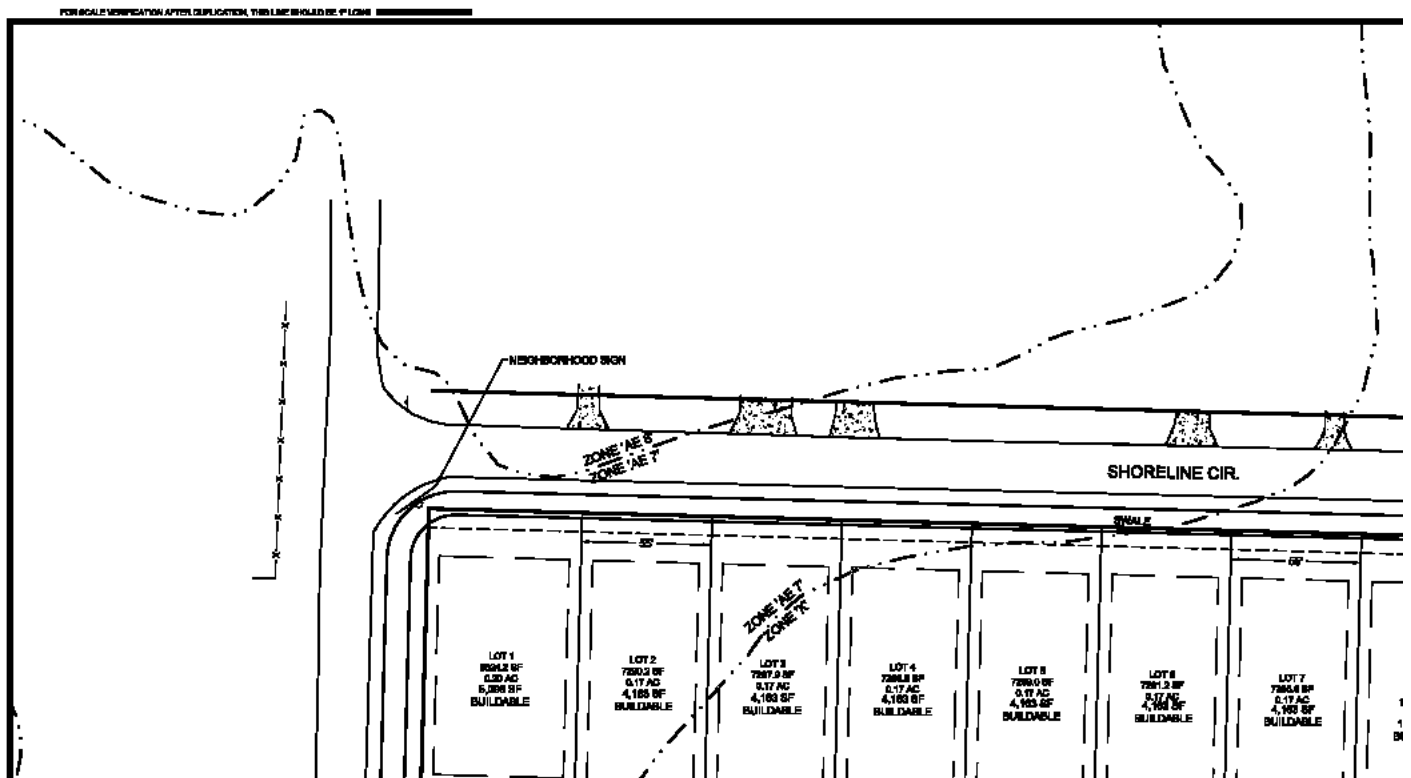
SHORELINE PROPERTIES SUBDIVISIC
INTERSECTION OF THE EAST RIGHT C
RIGHT OF WAY OF SHORELINE CIRCL
DISTANCE OF 50.00 FEET TO THE INTI
MICHIGAN AVENUE AND THE SOUTH
SOUTH 88°25'53" EAST ALONG THE S
FOR A DISTANCE OF 719.95 FEET TO 1
IN OFFICIAL RECORDS BOOK 68, PAG
FLORIDA THENCE NORTH 01°34'07" E
OF BEGINNING; THENCE SOUTH 88°2
BLOCK 3, SHORELINE PROPERTIES S
TO THE SOUTHEAST CORNER OF SAIL
DISTANCE OF 80.00 FEET TO THE NO
LINE OF A LOT 2, BLOCK 3, OF SAID S
THENCE SOUTH 88°25'53" EAST ALON
THE MEAN HIGH WATER LINE OF PRE

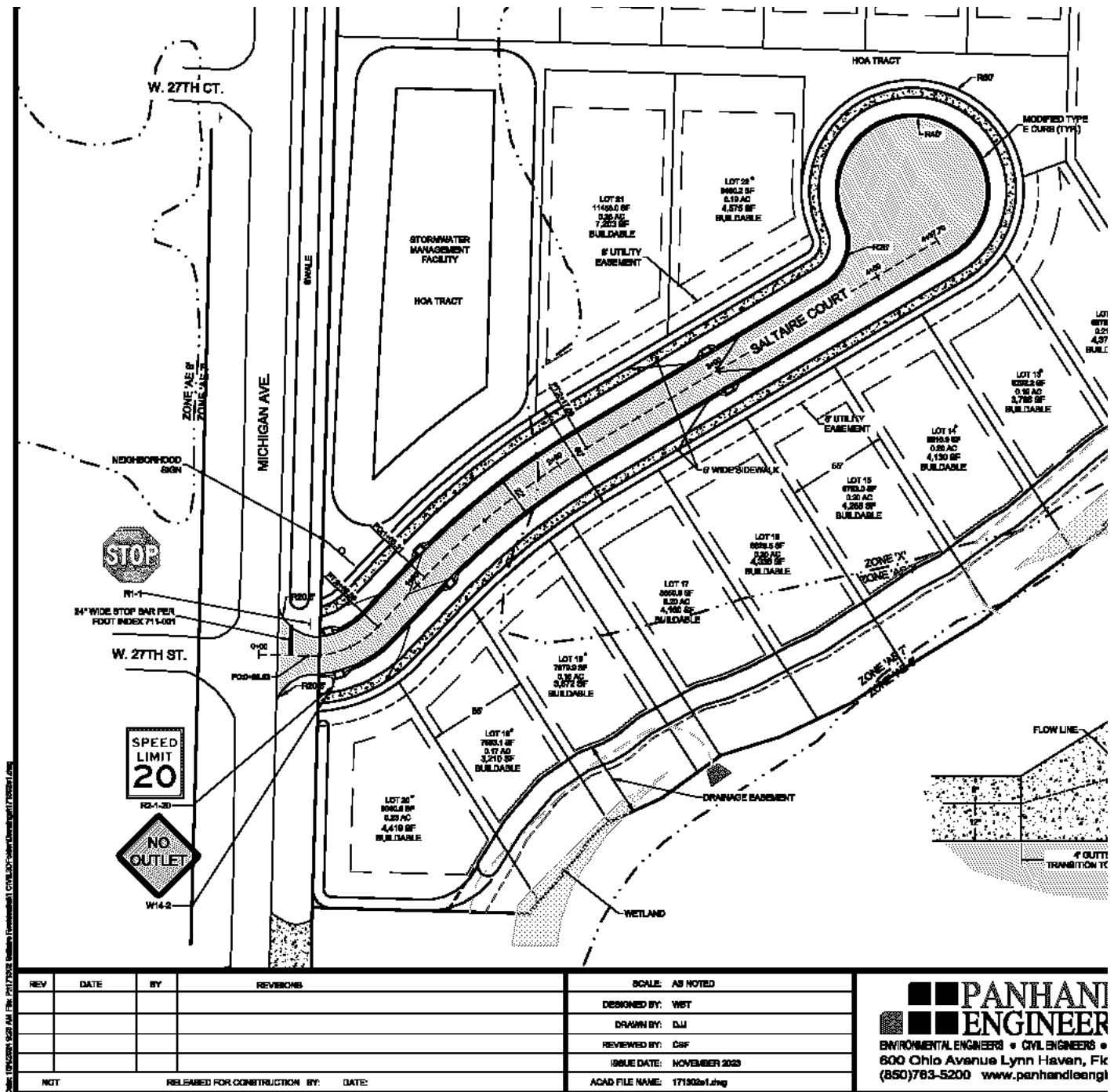
HIGH WATER LINE THE FOLLOWING (C
SOUTH 05°24'36" WEST, 45.18 FEET; S
01°48'06" WEST, 38.20 FEET; SOUTH 1
6.57 FEET; SOUTH 00°40'27" EAST, 6.1
58°02'17" WEST, 26.51 FEET; SOUTH 6
25.15 FEET; NORTH 83°11'17" WEST, 3
NORTH 76°50'56" WEST, 33.24 FEET; N
SOUTHEAST CORNER OF A PARCEL D
521 OF THE PUBLIC RECORDS OF BA
EAST, FOR A DISTANCE OF 116.35 FEET
0.8849 ACRES, MORE OR LESS.

AND

LOT 1, BLOCK THREE (3) SHORELINE
PLAT ON FILE IN THE OFFICE OF THE
FLORIDA, IN PLAT BOOK 8 AT PAGE 89

File # 2025037168 BK: 4928 PG: 1885, Pages: 35 of 79

File # 2025037168 BK: 4928 PG: 1886, Pages: 36 of 79



File # 2025037168 BK: 4928 PG: 1887, Pages: 37 of 79

ARTICLES

File # 2025037168 BK: 4928 PG: 1888, Pages: 38 of 79



FLORIDA
Div.

May 5, 2025

FLORIDA FILING & SEARCH SER

,

The Articles of Incorporation for S/
on May 2, 2025 and assigned docu
number whenever corresponding wi

PLEASE NOTE: Compliance with your corporate status. Failure to do

To maintain "active" status with the filed yearly between January 1st a date or effective date indicated ab \$400 late fee will be added. **It is yc report in a timely manner.**

A Federal Employer Identification N filed. Apply today with the IRS onlin

<https://sa.www4.irs.gov/modiein/inc>

Should your corporate mailing addr insure important mailings such as th

Should you have any questions re (850) 245-6052.

Frantz Clerjuste, Regulatory Specia
New Filings Section

Account number: FCA000000015

Division of Corporations - 1

File # 2025037168 BK: 4928 PG: 1889, Pages: 39 of 79

**ARTICLES OF
SALTAIRE
(A CORP)**

The undersigned, acting as In
Chapter 617, Florida Statutes, and Cha
of Incorporation:

The name of the nonprofit co
Florida not-for profit corporation (the “

Each term used herein, except a Conditions, Covenants, and Restriction to be recorded, among the Public Record or definition ascribed thereto in the Declaration.

PRINCIPAL PLACE OF BUSINESS

The principal place of business is located at 98, Ste. A-305, Daphne, AL 36526.

The corporation is organized as a corporation of the State of Florida, subject to the extent of time (the "Act") of the laws of the State of Florida. The following are the powers and duties of the corporation as organized are:

1. To promote the welfare of the Corporation and the Declaration.
2. To own and maintain, repair and replace, and other items, including lands and buildings, Association property and Common Areas. The Corporation has been delegated and accepted



File # 2025037168 BK: 4928 PG: 1890, Pages: 40 of 79

3. To levy and collect adequate assessments for the maintenance and operation of the drainage system shall be used for the maintenance and operation of mitigation or preservation areas, drainage structures and drainage systems.
4. To institute, maintain, defend, settle and compromise all claims and members concerning matters of the Act.
5. To control the specifications, standards, and landscaping around, all buildings, fences, swimming pools, antennas, and structures constructed, placed or permitted to be constructed, alteration, improvement, addition or removal.
6. To operate without profit for the benefit of the community.
7. To perform those functions and duties as may be required by the

7. To perform those functions given by the Bylaws and these Articles.

GE

The Association shall have all obligations and duties and to exercise the the Declaration including, without limita

1. To hold funds solely and exclusi
forth in these Articles of Incorpor
2. To promulgate, amend and enfor
agreements to effectuate the purp
3. To delegate power or powers whe
4. To levy Assessments and other ch
from Lot Owner Members, and to
duties.
5. To pay taxes and other charges, i
required by law, excepting Lots n
6. To have all express powers conf
these Articles and Chapter 720, F
corporation by the laws of the S
as limited as prohibited by

except as limited or promoted by

REDACTED

File # 2025037168 BK: 4928 PG: 1891, Pages: 41 of 79

7. To engage in activities which interests of all Owners of any p services to be provided to the A
8. To own, convey, buy or othe otherwise encumber, exchange, personal and mixed property of for purposes of advancing the Subdivision, except as otherw Declaration, the Bylaws or the .
9. To borrow money for any purpo
10. To sue and be sued, and to enfor laws, the Declaration, these A policies of the Association.
11. To adopt, alter and amend or re proper management of the affair

proper management of the area,
not be inconsistent with or cont

12. To operate and maintain Stormwater Buffer as defined in Part V, Stormwater Handbook Volume, inlets, ditch detention areas, ponds, lakes, flood buffers and wetland mitigation applicable and required by the operation and maintenance, with will utilize the Stormwater Management
13. To contract for services for the operation and as applicable, Community Improvement by the Association.
14. To contract for the management with whom such contract has been excepting those which require membership of the Association.
15. To mortgage or convey Common Membership.

MANNER OF

Directors shall be elected or app

the Association.



File # 2025037168 BK: 4928 PG: 1892, Pages: 42 of 79

The members of the Association
the Subdivision. Membership in the Ass
of the Office of the Clerk of Bay Court
title to a Lot and the delivery to the Ass
designated by such instrument shall the
Membership shall be appurtenant to an
shall cease as to any owner upon transfi

The Board of Directors of the Co
The members of the Board of Directors :

Travis Gomez

Danny Pierce

Rodney Ham

Those directors appointed to the I
or assigns, need not be Members of the
nor of the State of Florida. All Directors
the Declarant, and may be removed from
time by the Declarant.

All of the duties and powers of
these Articles, the Bylaws and the Rules
be exercised by the Board of Directors or
or pursuant to the Act or the Governing I
Members when such approval is specific

At the first annual election to th
Members, the term of office of the electe
established at two (2) years, with the ot
Elections shall be by plurality votes. A
directors at the next annual meeting or r
Directors shall be elected and appointed,
Directors expiring at such time, and the t
election shall be for two (2) years expiri

and thereafter until their successors are

File # 2025037168 BK: 4928 PG: 1893, Pages: 43 of 79

with or without cause by the affirmative vote of the members who appointed them.

The Officers of the Association shall be the President, Treasurer, and such other officers as the Association may create. Any two or more offices may be combined in one person and Secretary. Officers shall be elected annually at the meeting set forth in the Bylaws. The names of the officers shall remain in effect until the next annual meeting of the Board of Directors, unless and qualified are:

President

Vice President

REGISTERED AGENT, M

The street and mailing address
Pkwy, Gulf Breeze, FL 32563, and the

COR

The Association shall have perp
or right of access to the property conta
other dedicated property and related inf
by an entity in accordance with R
Environmental Resource Permit Applic
amended from time to time, and be
dissolution, or liquidation.

The Board of Directors shall ad
the Association will be recorded in the
thereafter amended from time to time i
therein, consistent with these Articles a



File # 2025037168 BK: 4928 PG: 1894, Pages: 44 of 79**AMENDMENTS TO**

Amendment of these Articles r membership votes. Notwithstanding the successor or assign shall be permitted to Declarant owns any portion of the Pre changes which would in any way affect provided in favor of, or reserved to, the the amendment.

Such amendments shall be subject governmental agency. Notwithstanding a correction of scrivener's errors may be without the need of consent of any other herein to be or which are in fact governed provided in such Declaration. Additionally this Association may not be amended except

Any amendment to these Article conservation areas or any water management shall require the prior approval of the NFWFMD. Any such proposal shall be subject to a determination of whether the amendment is necessary. Any proposed amendment necessitates a modification of the NFWFMD shall be approved by the NFWFMD prior to its adoption.

INDEMNIFICATION

Section 1. Indemnity. The Committee Member who was or is a party to any pending, or contemplated action, suit or proceeding, or investigative, by reason of the fact that he/she was a member of the Association, against expenses (including attorneys' fees, judgments, fines, and amounts paid in settlement) in connection with such action, suit, or proceeding, shall not be liable therefor, unless it is determined, after all appeals have been exhausted, that he/she did not act in good faith or in a manner to the best interest of the Association, and that he/she had reasonable cause to believe his/her conduct was specifically that indemnification should not proceed by judgment, order, settlement or other equivalent shall not, of itself, create a presumption in a manner which he/she reasonably believed to be in the best interest of the Association, and with respect to any criminal action that his conduct was unlawful. It is the intent of this provision, to provide the most complete protection for the Directors, and Committee Members as parties to any such action.



File # 2025037168 BK: 4928 PG: 1895, Pages: 45 of 79

right to indemnification shall not apply being in the best interest of the Association.

Section 2. Defense. To the extent the Association has been successful on any legal proceeding referred to in Section 1 above, any Director, Officer, or Committee Member shall be indemnified against expenses actually and reasonably incurred by him or her in connection with such proceeding.

Section 3. Advances. Reasonable and necessary expenses in connection with any action, suit, or proceeding shall be paid to any Director, Officer, or Committee Member who has been determined that he/she is not entitled to reimbursement under Article XIV.

Section 4. Miscellaneous. The provisions of this Article shall be deemed exclusive of any other right or remedy that may be available under any Bylaw, agreement, vote of Member, or otherwise, except as may be determined by the Association has ceased to be a Director, Officer, or Committee Member.

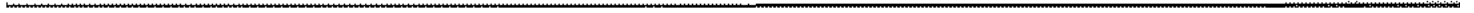
heirs and personal representatives of su

Section 5. Insurance. The insurance on behalf of any person w employee, or agent of the Association corporation, partnership, joint venture against him and incurred by him in any or not the Association would have the provisions of this Article.

TRANSACTIONS IN WHICH D

With the exception of Directors familial interest of an Officer or Direct and one (1) or more of its Directors corporation, partnership, association or or Officers are directors or officers, or h not be voidable solely for this reason, participates in the meeting of the Boar transaction or solely because his or their of the Association shall incur liability b such contract or transaction.

Interested Directors may be coun of the Board of Directors or of a commi abstain from voting on the issue.



File # 2025037168 BK: 4928 PG: 1896, Pages: 46 of 79

1. The Association may be of the Association vote in favor of dissolution incident to a merger or consolidation, the assigned to any nonprofit corporation, such similar purposes. In the event of Association, the responsibility for the Stormwater Management System falling must be transferred to and accepted by and Applicant's Handbook Volume I, Section such termination, dissolution or liquidation

IN

The name and address of the Incorporated
Name:

Address:

[Signature]

1



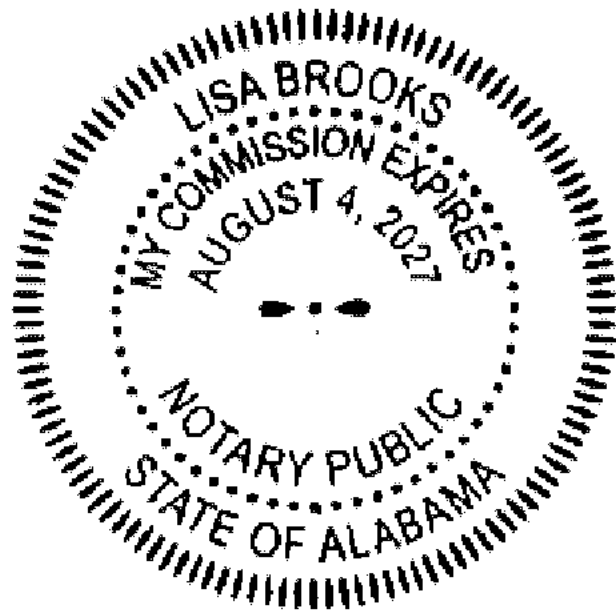
File # 2025037168 BK: 4928 PG: 1897, Pages: 47 of 79

IN WITNESS WHEREOF, t
this 30 day of April

STATE OF ~~FLORIDA~~ Alabama
COUNTY OF Baldwin

The foregoing instrument was a

or ☐ online notarization, this 2
Danny Pierce on behalf of
produced the following personally



File # 2025037168 BK: 4928 PG: 1898, Pages: 48 of 79

RE

I hereby accept the appointment
registered agent for Saltire Owners As
agree to comply with the provisions of a
of my duties, and I am familiar with and



File # 2025037168 BK: 4928 PG: 1899, Pages: 49 of 79

File # 2025037168 BK: 4928 PG: 1900, Pages: 50 of 79

SALTAIRE OV

**A NON
UNDER THE LA**

These Bylaws (these “Bylaws”
(hereinafter called the “Association”), a
State of Florida are hereby created and
Association filed in the Florida Depart
“Incorporation”). The Association has b
and benefits with regard to the Subdivisi

Definitions. For convenience, tl

Articles of Incorporation of the Associati

ARTICLES OF INCORPORATION OF THE ASSOCIATION shall have the same definition and meaning as the Conditions, Covenants and Restrictions provided to the contrary, or unless the context

1.1 Office. The principal office shall be located in Daphne, AL 36526, or such other place

1.2 Fiscal Year. The fiscal year shall be

2.1 Qualification. The membership shall be limited to the owners of lots in the Subdivision with the Articles of Incorporation. ("Owner" shall mean the owner, whether the same shall consist of one or more persons, of any platted lot in the Subdivision (a "Lot") and shall be the security for the performance of the obligations of the Association.

2.2 Voting Rights. All Owners shall have the right to vote in the election of the Board of Directors and in the election of the Association's officers.

File # 2025037168 BK: 4928 PG: 1901, Pages: 51 of 79

2.3 Designation of Voting Member

2.3.1 If a Lot is owned by an individual, the owner may vote or votes for the Lot may be designated by the owner of the Lot and filed with the Secretary of the Association. If the Lot is owned by a trust, company or other legal entity, the power to designate may be designated by a certificate of appointment signed by the owner and filed with the Secretary of the Association. The designation may be superseded by a subsequent certificate or may be revoked by any owner of an interest in the Lot. A new designation may be signed by any owner of an interest in the Lot and filed with the Secretary of the Association.

2.3.2 If a Lot is owned by more than one person, the owner may designate a voting Member as required here.

2.3.2.1 If more than one owner is unable to concur on a decision, the owner may designate a voting Member as required here.

their right to vote on that subject at that meeting.
determination of the presence of a quorum

2.3.2.2 If only one owner is attending shall be entitled to cast the vote

2.3.2.3 If more than one owner concurs, any one (1) such owner may cast the vote

2.4 Restraint Upon Alienation
No owner shall have the right to sell, lease, convey, or privilege of, in, or to the assets or funds of the Association which may be transferable or inheritable except as an appurtenance to the ownership of the property.

2.5 Change of Membership.
The Association shall be established by recording in the public records of the County establishing a record title to a Lot (the "Record Property") a copy of such recorded instrument, with the owner becoming member(s) of the Association (the "Record Property Owner") the prior Record Property Owner shall be the Record Properties in the Subdivision. Any Documents, including the Declaration.

File # 2025037168 BK: 4928 PG: 1902, Pages: 52 of 79**MEN**

3.1 Place. All meetings of the Association shall be held in the County of Bay, Florida, as may be stated in the Bylaws.

3.2 Membership List. A roster of the members of the Association shall be maintained by the Secretary, or the Secretary shall be part of the official records of the Association. It shall be the responsibility of Members to timely notify the Secretary of their mailing address and ownership of Lots.

3.3 Regular Meetings.

3.3.1 After Turnover (a) After the turnover of the Association, the members of the Association shall be determined by the Board of Directors within a time determined by the Board of Directors.

3.3.2 Notice of a meeting for which the meeting is called shall be copy of the notice shall be posted at a co annual meeting shall be hand delivered c writing the right to receive notice of the a or after the meeting, or unless the Owner with the Act. The delivery or mailing s Association's roster of Members, unless the notice shall be not less than fourteen (the meeting. Proof of posting or hand de the notice may be given by retention of meeting need not, but may, include an a include a description of the purpose or p

Notice of Member annual meeting. The attendance of any Member to vote for such member) shall constitute when his (or his authorized representative beginning of the meeting to the transacti

3.4 Special Meetings.

3.4.1 Special meetings by the President, and shall be called by th a majority of the Board of Directors or t state the purpose of the requested meetir

state the purpose of the requested record

File # 2025037168 BK: 4928 PG: 1903, Pages: 53 of 79

3.4.2 Business transacted as stated in the notice thereof.

3.5 Attendance. Members may attend Annual Meetings may also, at the election of the Board, by means that will allow Members the ability to participate either in person or by other means during the meeting. Such telephonic or electronic participation in person or physical presence for quorum and other purposes shall not confirm the eligibility of the participant Member's proxy.

3.6 Waiver of Notice. Whenever the provisions of the Governing Documents require notice to a person or persons entitled to such notice, a written waiver, equivalent to the giving of such notice.

3.7 Proxies. At any meeting of the Corporation, any person entitled to vote in person or by proxy. He

Secretary prior to a meeting. Proxies are not a valid continuance of the meeting for notice of a member who is present at a meeting.

3.8 Vote Required to Transact
holders of a majority of voting rights shall. If the question is one which requires more than a majority of the Members, the Declaration shall control the number of votes required. As used in these terms "majority of the Members" shall mean a majority of the Members themselves and shall not mean physically present, more than 50% of the Members and voting at any meeting of the Members. If some greater percentage of Members is required, it shall mean such greater percentage of the votes cast. In all cases where reference is made to percentage of the Members for purposes of voting, it shall mean the percentage of the voting rights cast.

3.9 Quorum. Thirty (30%) percent of the Members present in person or represented by proxy, shall constitute a quorum for the transaction of business, except as otherwise provided. If a member is not present at any meeting, the member shall be deemed to be present more than 90 days, without notice otherwise. Any business may be transacted at any adjourned meeting. Any business may be transacted at any adjourned



File # 2025037168 BK: 4928 PG: 1904, Pages: 54 of 79

meeting called. There is no quorum requirement. If eligible Members must cast a ballot in order to vote.

3.10 Voting Owner. If a Lot is established by the most recent recorded declaration, the owner of the Lot shall be required to provide written notice of such ownership to the Association prior to casting a vote for the Association. If a Lot is owned by more than one person, all owners shall be required to do so without being required to do so, designate one owner to be the authorized person to cast a vote for the Association prior to casting a vote for the Association. In the event they do not do so, the provisions shall apply:

- (a) If co-owners are present at a meeting on any subject requiring a vote, the vote shall be cast by a majority of the co-owners present on that subject at the meeting. If the Association shall be reduced to one owner, the provisions shall apply.

- (b) If only one Owner is present, the Owner shall be counted for purposes of this Section if he or she owned the Lot in question at the time of the absent Owner.
- (c) If more than one Owners are present, they shall concur, either one may cast a vote.

3.10.1 Corporation. If a person is an officer of the Board, Executive Director, or other officer of the entity holding such Membership, whether for profit or not, the person shall be deemed by the Association to be authorized to execute and deliver any instrument on behalf of the Corporation unless before a vote is taken on any matter, a certified copy of the Bylaws or Resolutions of the Corporation that such authorized person. In absence of such certification, the person consents or presenting himself at the meeting shall be deemed for the purposes of this Section to be authorized as such officer and be fully authorized to execute any corporate Member shall be deemed authorized as stated in this subsection.

3.10.2 Any document recording may be accomplished utilizing the following procedure:

may be accomplished utilizing an
electronic or digital signature tec

File # 2025037168 BK: 4928 PG: 1905, Pages: 55 of 79

3.10.3 Only Members of vote is given shall be entitled to n meeting other Members shall prod and shall waive in writing notice (

3.10.4 Proxies. A proxy i be valid for the specific meeting fo reconvened meetings thereof. In r 90 days after the date of the first revocable at any time at the pleasu state the date, time, and place of person authorized to cast the voi Secretary before the appointed tin when the vote is called. Holders authorized owner, officer, directo expressly so provides, any proxy Member, to act in his place.

An executed facsimile appearing photographic, photostatic, facsimil or transmitted electronically is a su defect in a proxy by signing a state ratifying the vote cast by his or he

3.10.5 Adjourned Meeting
different date, time, or place must taken, or notice must be given of th of the Bylaws. If a new record date the adjourned meeting must be give of the new record date but were not meeting cannot be organized becau present, either in person or by pro quorum is present, provided notice required for the giving of notice of the adjourned meeting shall be va reasons other than the new date of

3.11 Order of Business. The ord practicable, at all other members' meeting

1. Call to order.
2. Calling of roll and c

3. Proof of notice of n

File # 2025037168 BK: 4928 PG: 1906, Pages: 56 of 79

4. Reading and disp
5. Reports of officer
6. Reports of comm
7. Election of Direc
8. Unfinished busin
9. New business.
10. Adjournment.

Such order may be waived or modified l

3.12 Minutes of Meeting. Min
be maintained in written form or in anot
reasonable time. The minutes of all m
inspection by Members or their authorize
The Association shall retain these minu
period as required by the HOA Act as a

period as required by the HOA Act, as a

3.13. Recording. Any Member Membership. The Board of Directors of recording of meetings. Notwithstanding any meeting or portion thereof on the In written authorization of the Board of D discretion of the Board, for any reason a

3.14 Delinquent Members. I Member remains unpaid for ninety (90) c the Association may be suspended in ac other sums then due are paid, whereupo suspension shall be made, if at all, prior t consents are due and tallied. Delinquent Board of Directors.

3.15 Action by Written Consent meeting may be taken without a meeting signed by all of the Members entitled to v shall have the same force and effect as a instrument filed with either the Clerk of t this Section 3.14 shall be effective on the the consent specifies a different effective

File # 2025037168 BK: 4928 PG: 1907, Pages: 57 of 79

4.1 Number. The affairs and business of the corporation shall be managed by a board of Directors, consisting of not less than three nor more than five directors shall be determined from time to time by the directors. No change in the number of directors shall be made by a single director. The number of directors constituted shall be the number designated in the Articles of Incorporation.

4.2 Term. Each director shall hold office for a term of one year and his successor shall be elected and shall qualify on or before the first day of January following.

4.3 Vacancy and Replacement. In the event of the death, resignation, retirement, disqualification or removal of any director, the remaining directors, though less than a quorum, shall choose a successor or successors in the same manner and with respect to which such vacancy occurred.

4.4 Election of Directors. Election manner.

4.4.1 The first notice of mailed not less than 60 day shall be submitted in writing than 40 days in advance of listed in alphabetical order be notified of receipt of the candidacy prior to the print from the floor at the meeting

4.4.2 The election shall be votes cast for each candidate

4.4.3 All Members of the Directors unless otherwise himself or herself in advance floor at the Members meeting

4.4.4 Upon submission of information sheet to be included envelopes shall be mailed to outer envelope shall be addressed location shall provide space

being voted, and a signatur

File # 2025037168 BK: 4928 PG: 1908, Pages: 58 of 79

4.4.5 An election is not number of candidates.

4.5 Removal. Any Director e without cause by the vote or agreement t in the Board so created shall be filled by Membership shortly thereafter. The con who owned one or more Lots at the time l the Declarant) shall constitute the resign

Until a majority of the Directors are elec named by the Declarant shall be subject t appointed by the Declarant and Directc Declarant without the necessity of any n

4.6 If a vacancy on the Board any Member may apply to the Circuit (appointment of a receiver to manage the

applying to the Circuit Court, the Member place in the Property a notice describing opportunity to fill the vacancy(ies) in a Association fails to fill the vacancy(ies), appointed, the Association shall be responsible. The receiver shall have all powers as the Association fills the vacancy(ies) on with these Bylaws.

4.7 Powers and Duties of Board
Association under Florida law shall be subject only to approval by the members when duties of the directors shall include, but

4.7.1 Assess. To make assessments to pay the expenses incurred by the Association.

4.7.2 Disburse. To use funds and duties.

4.7.3 Enforce. To enforce Bylaws, the Declaration and the terms and use of the Subdivision or any portion thereof

4.7.4 Employ. To employ

T.T.T. Employ. to empl
carrying out the objects and purposes of

File # 2025037168 BK: 4928 PG: 1909, Pages: 59 of 79

4.7.5 Adopt and publish areas and facilities within the Subdivision thereon, and to establish penalties for the

4.7.6 To maintain a class Property Owners with reference to the c building or other improvement, and me improvement or a building; and to bring ; more of the Record Property Owners their of action relating to the common areas; al

4.7.7 To elect the officer regarding officers of the Association as se

4.7.8 To determine who behalf of the Association and the Board.

4.7.9. To employ a manag

the Board, to perform such duties and serve to, the duties listed in this Section; and manager by the Board of Directors may up by the majority of the votes of the Directors

4.7.10 To take appropriate rules and regulations adopted by the Association Board is authorized to file or defend approved said instruments, acts or provided for by the

4.7.11 To employ attorney necessary to carry out the provisions of the Association and the rules and regulations.

4.8 Eligibility. A person who mandatory obligation to the Association membership. A person who has been convicted or Territorial Court, or has been convicted considered a felony if committed in Florida civil rights have been restored for at least 5 to the Board.

4.9 Compensation. The directors, but may be reimbursed for authentic

File # 2025037168 BK: 4928 PG: 1910, Pages: 60 of 79**DIRE**

5.1 Organizational Meetings
Board shall be held immediately upon a
elected or as soon thereafter as may be p
officers.

5.2 Regular Meetings. Regul
as shall be determined, from time to time
shall be given to each director, personall
prior to the day named for such meeting

5.3 Special Meetings. Specia
five (5) days notice to each director. Spe
in like manner and on like notice upon t

5.4 Notice. Unless in an en

conspicuous place in the Subdivision at .
be open to all Members except for mee
proposed or pending litigation, where the
attorney-client privilege and meetings c
matters. Board Members may participa
Board meeting, and for meetings open to
may provide the telephone and / or video
phone and video equipment available at
attendance. An assessment may not be l
includes a statement that assessments w:

5.5 Voting. Directors may n
Notwithstanding the foregoing, officers

5.6 Quorum. A quorum at a
Board. The acts approved by a majority
shall constitute the act of the Board, ex
required by statute or by these Bylaws.

5.7 Adjourned Meetings. If
present, the majority of those present ma
present. At any adjourned meeting any t
originally called, may be transacted with

5.8 Joinder in Meeting by Ap
taken at a meeting by signing and conc

presence of such director for the purpose

File # 2025037168 BK: 4928 PG: 1911, Pages: 61 of 79

5.9 Presiding Officer. The president of the Board if such an officer has been elected to preside. In the absence of the presiding officer, the member next in number to preside.

5.10 Waiver of Notice. Any Director's attendance at a meeting and that waiver shall be deemed a waiver of Attendance by any Director at a meeting shall be deemed a waiver of Attendance when his or her attendance is for the express purpose of the transaction of business because the meeting was called.

COMMITTEES

6.1 Committees. The Board of Directors, may designate from among its members one or more other committees each of which, to the extent provided in the Incorporation or the Bylaws, shall have the authority to exercise the powers and

Directors, except that *no such committee* :

- (a) Approve or recommend to Documents or the Act to b
- (b) Fill vacancies on the Board
- (c) Adopt, amend, or repeal th

Each committee must have two or Directors. The Board, by resolution adopt members of any such committee who ma meeting of such committee.

6.2 Architectural Review Con
“ARC”), once appointed by the Board, sl removed by the Board. Alternatively, in t constitute itself as the ARC. Notwithstand its election, serve in the place of the ARC i determined by the Declarant, in its sole di

6.2 Officers. The officers of Treasurer and Secretary, each of whom s Directors following each annual Members' agents that it may deem necessary, who sh authority and perform such duties as from

~~PROPERTY AND PERSONAL USE ONLY - NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.~~

The initial officers are as follows:

File # 2025037168 BK: 4928 PG: 1912, Pages: 62 of 79

Travis Go
Danny Pic
Rodney H

6.3 Qualification. Except wi
entitled to hold office except a member c
be members of the Board.

6.4 Term. The officers of th
chosen and qualify in their stead. Any of
any time by the affirmative vote of sixty-
of the Association.

6.5 President. The President
shall preside at all meetings of the men
standing committees; shall have general
see that all orders and resolutions of the

6.6 Secretary.

6.6.1 The Secretary shall keep minutes of the Board of Directors' meetings in one or more books to be maintained in one such minute book.

6.6.2 The Secretary shall see that all provisions of these Bylaws or as required by the Association.

6.6.3 The Secretary shall see that all Association.

6.6.4 The Secretary shall see that all which shall be furnished to the Secretary.

6.6.5 In general, the Secretary shall perform such other duties as may be assigned by the Directors.

6.7 Vice President. The Vice President shall perform all the duties of the President as may be assigned by the Board of Directors.

6.8 Treasurer. The Treasurer shall

perform all duties, as may be prescribed

File # 2025037168 BK: 4928 PG: 1913, Pages: 63 of 79

6.9 Vacancies. If any officer is disqualified or otherwise, the remaining successors who shall hold office for the unexpired term.

6.10 Resignations. Any director's resignation shall be made in writing, to the Association, unless some time before the acceptance of a resignation shall not be required.

6.11 Compensation. The compensation shall be fixed by the Directors.

7.1 Liability. The Association shall not be liable for damages resulting from the acts or omissions of its officers or directors.

1.2 Conflicts of Interest. No contract made by or on behalf of one or more of its directors, officers or an association, or by one or more directors or officers of the association, shall be either void or voidable if the contract is entered into by the Association, or any corporation, firm, partnership, or association is a director or officer or is financially interested in such contract. If the Association Board at the meeting of the Association approves or ratifies such contract or transaction, no director or officer of the Association shall be liable. The Association may vote on any contract or transaction with any corporation without regard to the fact that the corporation is a corporation.

AMEND

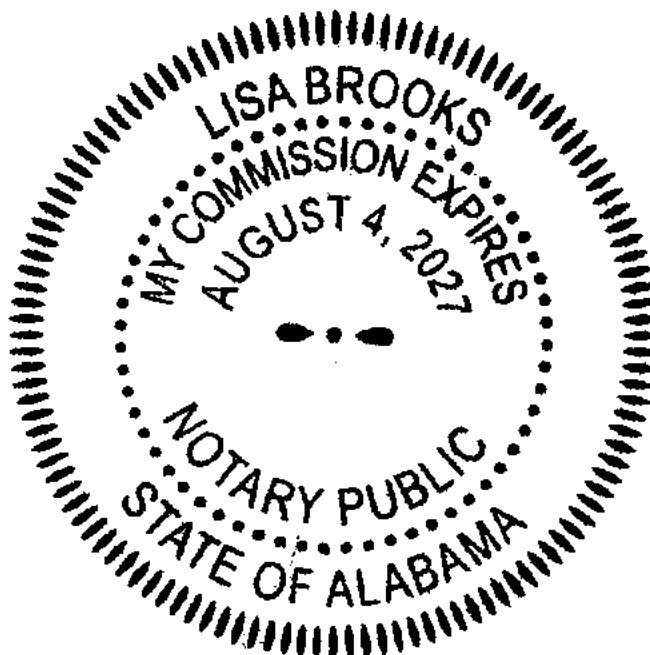
8.1 Bylaws. The Bylaws of the Association shall be adopted by the majority vote of the Directors.

9.1. Conflict. In the event there is a conflict between the Articles of Incorporation, the Articles of Amendment, and the Bylaws, the conflict between these Bylaws and the De

[Signatur

File # 2025037168 BK: 4928 PG: 1914, Pages: 64 of 79

IN WITNESS WHEREOF, v
Association, Inc., have hereunto set our h
that these are the duly adopted Bylaws o

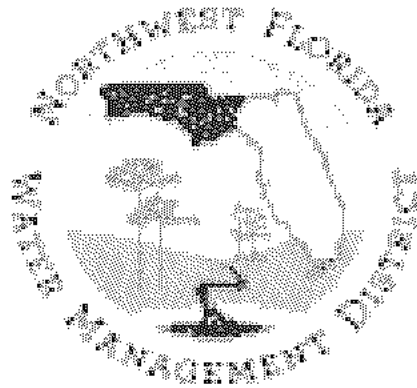


A handwritten signature in black ink, appearing to read 'Lisa Brooks'. The signature is written in a cursive, flowing style with a long horizontal stroke at the end.

File # 2025037168 BK: 4928 PG: 1915, Pages: 65 of 79

NW

File # 2025037168 BK: 4928 PG: 1916, Pages: 66 of 79



Northwest

700 U.S. High

**Lyle Seigler
Executive Director**

**ERP: (850) 951
Wells: (850) 951**

August 16, 2024

**Max Dearing
68V Pay Dirt, LLC
26051 Predazzler Ln
Ste A
Daphne, AL 36526-0828**

**RE: Notice of Final Agency Action - Appl
Individual Environmental Resource I
Permit Number: IND-005-319749-1
Project Name: Saltaire Residential**

Dear Sir/Madam:

Enclosed is the approved individual Environmental referenced project as authorized on August District.

Please be sure to read the enclosed permit to the permit conditions in Exhibit A that require stormwater system and to have inspections times throughout the life of the stormwater

Please be advised that you are required to

- “Construction Commencement Notice later than 48 hours prior to commencing enclosed permit.
- “As-Built Certification and Request 330.310(1)] Submitted to the District completed.

Copies of these and other ERP forms are available at <http://www.nwfwater.com/Permits/Environmental>

Please be advised that the District **has not** advising the public that a permit has been issued. The permit form, notifies the public of their rights to comment given by publication, third parties have a right to comment on the permit. If you do not publish, a party's

GEORGE ROBERTS
Chair
Panama City

JOHN W. ALTER
Malone

GUS ANDREWS
DeFuniak Springs

File # 2025037168 BK: 4928 PG: 1917, Pages: 67 of 79

Saltaire Residential

indefinitely. If you wish to have certainty t
you may publish, at your expense, such a
notice form is attached for your informati
copy to the District for our records.

**The issuance of an Environmental Res
need to obtain all necessary permits o**

Should you have any questions regarding
reviewer, Erica Roberts, at (850) 951-466
Winter, P.E., at (850) 539-5999 or by e-m
Hamilton, CWE, at (850) 539-5999 or by

Sincerely,

A handwritten signature in cursive script, appearing to read "Dana Palermo".

Dana Palermo, P.E.
Chief, Bureau of Environmental Resource

CC:

Consultant

Certificate

William Bernard Thompson
Panhandle Engineering
600 Ohio Avenue
Lynn Haven, FL 32444

Enc:

Environmental Resource Permit Number:
Sample Newspaper Notice
Notice of Rights

File # 2025037168 BK: 4928 PG: 1918, Pages: 68 of 79

Saltaire Residential

**NORTHWEST FLORIDA
INDIVIDUAL ENVIRONMENTAL**

PERMIT NO: IND-005-319749-1

**PROJECT NAME: Saltaire Residential
CONSTRUCTION PHASE EXPIRATION**

A PERMIT AUTHORIZING:

The construction of a new development located at the intersection of Saltaire Road and Shoreline Circle in Panama City, (Bay County) for the construction of an approximately 7.13-acre residential development including a roadway, cul-de-sac, and a driveway connection. The stormwater management system will consist of the construction of a wet detention pond located in the western part of the development adjacent to Pretty Bayou. The wet detention pond has been located at the northeastern corner. The control structure will be a concrete structure with an orifice set at an elevation of 3.00 feet and will discharge to Pretty Bayou. The dry retention pond will be located at the northeastern corner and will overflow into the wetland buffers.

wetlands are authorized. Approximately C
authorized for the construction of the line
surface water management system is in a
Panhandle Engineering Inc.

LOCATION:

Section(s): 25 Township(s): 3S

Bay County

ISSUED TO:

68V Pay Dirt, LLC
26051 Predazzler Ln
Ste A
Daphne, AL 36526-0828

Permittee agrees to hold and save the No
successors harmless from any and all da
issuance. Said application, including all p
made a part hereof.

This permit does not convey to any permi
than those specified herein, nor relieve th
requirement affecting the rights of other b
permittee hereunder shall remain the proj

This permit is issued pursuant to Part IV of Chapter 330, Florida Administrative Code, (F.A.C.) effective at this time pursuant to the appropriate provision

File # 2025037168 BK: 4928 PG: 1919, Pages: 69 of 79

Saltaire Residential

This permit also constitutes certification c
of the Clean Water Act, 33 U.S. Code 134

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", d

AUTHORIZED BY: Northwest Florida V
Division of Resource

By: 

Dana Palermo, P.E.
Chief, Bureau of Environmental Resc

File # 2025037168 BK: 4928 PG: 1920, Pages: 70 of 79**Saltaire Residential****CONDITIONS FOR ISSUANCE
S:
DAT**

1. All activities shall be implemented criteria approved by this permit. A in accordance with Rule 62-330.3 subject the permittee to enforcement 373, F.S.
2. A complete copy of this permit shall the construction phase, and shall the Agency staff. The permittee shall prior to beginning construction.
3. Activities shall be conducted in a state water quality standards. Per management practices shall be in after construction as needed to n

after construction as needed, to protect adjacent lands. Such practices shall be designed by a *Sediment Control Designer and Registered Professional Engineer* (F.A.C. 62-330.01, *Protection and Florida Department of Environmental Protection, Nonpoint Source Pollution Control* (July 2008), which are both incorporated by reference into the F.A.C., unless a project-specific erosion and sediment control measures are required.

4. At least 48 hours prior to beginning construction, the permittee shall submit to the Agency a fully executed Form F.A.C. 62-330.01 [October 1, 2013], incorporated by reference into the F.A.C. (http://www.flrules.org/Gateway/register.aspx?no=62-330.01), showing start and completion dates. A copy of the form described in subsection 62-330.01 shall be filed with the Agency. If this notification requirement may be waived by the Agency, the permittee shall obtain written approval from the Agency.
5. Unless the permit is transferred to another operating entity under Rule 62-330.01, the permittee shall comply with the plans, terms and conditions of the permit.
6. Within 30 days prior to completing construction of the project, the permittee shall submit to the Agency:
 1. "As-Built Certification and Compliance Statement" (F.A.C. 62-330.310(1), (Effective Date 10/1/2024))
 2. "Financial Capability Certification" (F.A.C. 62-330.310(2), (Effective Date 10/1/2024))
 3. "Transfer to Operation and Maintenance" (F.A.C. 62-330.310(3), (Effective Date 10/1/2024))

5. [Transfer to Operation and
Date June 28, 2024)]

7. If the final operation and maintenance
1. Prior to sales of any lot or
issuance, or within 30 days

File # 2025037168 BK: 4928 PG: 1921, Pages: 71 of 79**Saltaire Residential**

permittee shall submit, as documents (see Section 1: Date June 28, 2024) as file and a copy of any easement the project, as recorded with activity is located.

2. Demonstration of Financial “Certification of Financial Entities” [Form 62-330.301 include documentation derived the third party.
3. Within 30 days of submitting “Request for Transfer of Entity” [Form 62-330.310(2 the operation and maintenance listed in the form.

8. The permittee shall notify the Agency that require changes to the permit must be obtained prior to its

9. This permit does not:

1. Convey to the permittee a

1. Convey to the permittee all privileges other than those
 2. Convey to the permittee or
 3. Relieve the permittee from federal, state, and local au
 4. Authorize any entrance up easement, or controlled by
10. Prior to conducting any activities c state, title to which is vested in the Fund, the permittee must receive Chapters 253 and 258, F.S. Written Board of Trustees of the Internal I until it has been fully executed.
11. The permittee shall hold and save or liabilities that may arise by reas removal, abandonment or use of a
12. The permittee shall notify the Age
 1. Immediately if any previous and
 2. Within 30 days of any con or the system, other than c shall request transfer of th does not apply to the sale condominiums where the s converted to the operation

13. Upon reasonable notice to the per
permission to enter, inspect, samp
with the plans and specifications a

File # 2025037168 BK: 4928 PG: 1922, Pages: 72 of 79**Saltaire Residential**

14. If any prehistoric or historic artifact implements, dugout canoes, or any other artifacts of Native American cultures, or early historic time within the project site area, or in the vicinity of such discoveries shall be discovered by the Florida Department of State, Division of Historical Resources, at (850) 245-6333 or (800) 945-7137 office. Such subsurface work shall be discontinued and the Division of Historical Resources shall stop immediately and notify the Department of State, F.S.
15. Any delineation of the extent of a project area on a permit application, including plans and maps, shall be considered binding unless a specific provision in Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance and management system to remove trees and debris disposed of in a landfill or other approved facility in accordance with Chapter 62-330, F.A.C., or cause the same to be removed.
17. This permit is issued based on the information provided by the applicant.

17. This permit is issued based on the demonstrates that adverse water completed permit activity. If any a permittee to eliminate the cause, necessary corrective actions to re
18. A Recorded Notice of Environmer records in accordance with subse encumbrance upon the property.
19. **Record-keeping.** The permittee s relevant permit conditions are met date of each inspection, the name actions taken, and a determination as intended. Inspection document the District's request. Submittal of accordance with the criteria listed l.
20. Once project construction has bee side slopes, embankments, and o Operation and Maintenance phase
21. Grassed areas of the retention sys vegetation, and shall be mowed re required for system functionality, r
22. Percolation performance shall be is evidence of inadequate percola

is evidence of inadequate percolation
to restore percolation characteristics
percolation, additional retention at
a. Remove the top layer of the
inches and scarify or deep

File # 2025037168 BK: 4928 PG: 1923, Pages: 73 of 79**Saltaire Residential**

- b. Replace excavated bottom pond bottom to design grade.

23. Inspections by the Permittee. All inspections shall be in accordance with the operating procedures of the District.

24. Inspections by a Registered Professional. The project shall be inspected by a registered professional engineer or geotechnical engineer designed and permitted. Percolation tests shall be performed by a Registered Professional may record and report in accordance with 330.311(3), (Effective Date June 2, 2015) in the following format; however any report must be submitted in conjunction with the "Performance Certification," [Form 62-330.311(1) to the listed documents within the updated documentation shall be in accordance with this schedule:

- Once every 3 years after the issuance of the Conversion Letter.

25. Reporting by a Registered Professional. The project shall be managed by a registered professional engineer or geotechnical engineer.

management system or deviation on Form 62-330.311(1), Operator remedial actions taken to resolve sealed by a Registered Professor

26. The wet detention area shall be in the discharge structures. Accumu function of the system shall be rer
27. Prior to construction, the limits of t (flagged and/or staked): particularly construction personnel shall be sh construction area so as to prevent
28. This permit does not authorize the state listed species and other regu laws regulating the take of fish an associated with this project. Pleas Code for definitions of "take" and observed onsite, FWC staff are av obtaining the appropriate FWC pe are statutorily protected and a "tak information or review can be sent
29. Negative impacts to wetlands or o reported immediately to the North Management Drive, Havana, FL 3 shall be taken as soon as practica

30. Wetland buffers shall remain in ar
construction of the linear retention
approved construction drawings, s
clearing or grading activities. The
period and be readily discernible t

File # 2025037168 BK: 4928 PG: 1924, Pages: 74 of 79

Saltaire Residential

31. The permittee is responsible for e
Entity has ownership or control of
assurance that the financial obligæ
operation and maintenance respo

File # 2025037168 BK: 4928 PG: 1925, Pages: 75 of 79**NOTICING P**

The District's action regarding the issue exemption only becomes closed to future parties"), if 1) "third parties" have been permit or exemption, and 2) no "third party of time following the notification.

Notification of "third parties" is provided of general circulation in the county where notice informs "third parties" of their right opposing the District's action. However, limit to a party's right to challenge the District "third parties" that it has taken final action period of time in which a petition opposing limited to the time frame stated above newspaper of general circulation. A copy

publication is attached. You may use information is included.

If you do decide to publish a Notice of F the Proof of Publication when you receive application is closed after the 21 days for

File # 2025037168 BK: 4928 PG: 1926, Pages: 76 of 79

Notice of Final Northwest Florida

Notice is given that Environmental Review (ER) issued on August 16, 2024, to 68V F water management system for Salta new development located southeast Shoreline Circle in Panama City, (B&C) construction of an approximately 7.1 new roadway, cul-de-sac, and a driveway proposed surface water management and maintenance of a wet detention development and linear retention pond approved plans for details of the storage discharge to Pretty Bayou. The project wetland impacts for construction of the Mitigation is not required.

The application file is available online at the Portal at:

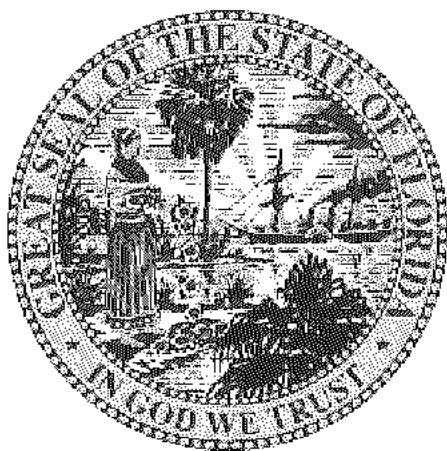
<https://permitting.sjrwmd.com/nwepermi>

have any questions or are experiencing contact us at (850) 951-4660.

A person whose substantial interests are at risk for an administrative hearing in accordance with the Florida Statutes, or may choose to pursue mediation as provided in the Statutes, and Rules 28-106.111 and 28-106.112, must comply with the requirements of Florida Statute 120.569 (received by) the District Clerk located at 32333 Havana, FL 32333-4712. Petitions for review must be filed within twenty-one (21) days of publication of the District depositing notice of this intent in the actual notice. Failure to file a petition for review on the right(s) such person(s) may have to request a new hearing Sections 120.569 and 120.57, F.S., conform with the provisions in accordance with the above provisions.

Because the administrative hearing process requires the filing of a petition means that the District Clerk will file it in this notice. Persons whose substantial interests are at risk the District on the application have the right to request a new hearing in accordance with the requirements set forth in the

File # 2025037168 BK: 4928 PG: 1927, Pages: 77 of 79



NOTICE

**Northwest Florida
152 Water Management
(850) 539-1234**

W

***The following information address
administrative hearing or other review***

PETITION FOR FORMAL ADMINISTRATIVE

**Any person whose substantial interests
enclosed Notice of Agency Action, may
the requirements of section 28-106 201**

the requirements of section 20.102. Mediation as an alternative remedy and for filing a petition. Pursuit of mediation proceedings in the event mediation administrative hearing must be filed with Management District, 81 Water Management deadline specified in the attached cover shall constitute a waiver of any rights determination (hearing) under section application. Petitions which are not filed dismissal.

DISTRICT COURT OF APPEAL

A party who is adversely affected by fire exhausted available administrative remedy Appeal pursuant to section 120.68, Florida Statutes, is initiated by filing a Notice of accordance with Florida Rule of Appella

File # 2025037168 BK: 4928 PG: 1928, Pages: 78 of 79**SECTION 28-106.201, FLORIDA ADMINISTRATION CODE**

- (1) Unless otherwise provided by statute, all administrative actions that shall be initiated under these rules shall be made by written petition to the agency. The term "petition" includes any document that alleges the existence of a disputed issue of fact or law on a sheet of 11 inch white paper. Unless provided otherwise, only and lines shall be double-spaced.
- (2) All petitions filed under these rules shall contain:
 - (a) The name and address of each petitioner, and a telephone number, if known;
 - (b) The name, address, any e-mail address, and telephone number of the petitioner, if the petitioner is a representative; the name, address, any e-mail address, and telephone number of the representative, if any, which shall be the representative of the proceeding; and an explanation of the proceeding, and an explanation of the effect of the proceeding, determined by the agency, determined by the agency.

affected by the agency determine

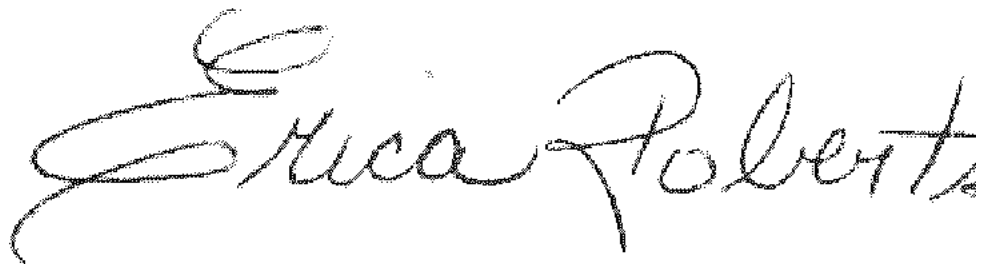
- (c) A statement of when and how the
 - (d) A statement of all disputed issue indicate;
 - (e) A concise statement of the u petitioner contends warrant reve
 - (f) A statement of the specific rules modification of the agency's p alleged facts relate to the specifi
 - (g) A statement of the relief sought wishes the agency to take with r
- (3) Upon receipt of a petition involving c deny the petition, and if granted sha the Division of Administrative Heari assigned to conduct the hearing. petition and a copy of the notice of a

Rulemaking Authority 14.202, 120.54(3), (5) FS. Law i Amended 9-17-98, 1-15-07, 2-5-13.

File # 2025037168 BK: 4928 PG: 1929, Pages: 79 of 79

CERTIFICATE OF SERVICE

I hereby certify that on the below date, and all attachments were sent to the applicant. The applicant made a written request for notice of age and has been satisfied.

A handwritten signature in black ink, reading "Erica Roberts". The signature is fluid and cursive, with a large initial "E".

Support Specialist II

