



**PORT ANTIGUA PROPERTY OWNERS' ASSOCIATION
ARCHITECTURAL CONTROL COMMITTEE
DEVELOPMENT HANDBOOK¹**

¹ This handbook was adopted by the Board of Directors of the Port Antigua Property Owner's Association ("PAPOA") on September 18, 2024 and again on September 25, 2024.



**PORT ANTIGUA PROPERTY OWNERS' ASSOCIATION
ARCHITECTURAL CONTROL COMMITTEE
DEVELOPMENT HANDBOOK
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Port Antigua Property Owners' Association
P.O. Box 1049
Islamorada, FL 33036
305-664-8229

info@portantigua.net

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www.portantigua.net

ARCHITECTURAL CONTROL COMMITTEE

In accordance with Article VII of the Declaration of Covenants and Restrictions applicable to Port Antigua, the Board of Directors has established the Architectural Control Committee ("ACC"). The ACC is charged with reviewing and approving certain construction upon properties in Port Antigua with respect to the harmony of external design and location in relation to surrounding structures and topography. The ACC has developed this handbook in order to provide clear standards for obtaining ACC approval and to set forth the procedures to be followed by owners for submitting plans to the ACC.

Any questions regarding construction or development should be directed to the PAPOA Manager at info@portantigua.net



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ARCHITECTURAL CONTROL COMMITTEE PROCEDURES FOR APPROVALS

The following procedures must be followed in order to have your plans reviewed and approved by the ACC. **Please note that all policies and forms referenced below can be found on the “Property Owners” section of the PAPOA website or can be obtained by contacting the PAPOA Manager at info@portantigua.net.**

1. Review the Port Antigua General Repairs Policy to determine if the contemplated construction requires plans to be submitted to the ACC for approval.
2. If the contemplated construction requires ACC approval, review all requirements contained in the Declaration of Covenants and Restrictions, all applicable policies established by the Board of Directors and the New Construction Guidelines and Requirements.
3. Submit the Project Approval Request Form along with all applicable plans and information required by the applicable policy or requirement.
4. For construction of a new residence or structure, in addition to the Project Approval Request Form, please submit the completed Development Requirements Checklist along with a full set of the construction plans prepared and sealed by an architect, engineer, builder or other competent person prior to or simultaneously with submission to the Village of Islamorada. Plans must include: (a) a dimensioned floor plan showing the Finished Floor Elevation in relation to the Mean High Water mark for all floor slabs, (b) elevations, above and below grade, for all sides of the structure with cross sections, and (c) site plan designating front, rear and side lot line setbacks as well as the location of any driveways.
5. Along with any information required to be submitted to the ACC, please also include the applicable review fee. No review by the ACC will commence until such time as all applicable fees have been paid. All fees shall be paid by wire transfer, ACH or check payable to PAPOA and delivered to P.O. Box 1049, Islamorada, Florida 33036.
6. All items required to be submitted to the ACC (other than fee payments) shall be delivered by email to info@portantigua.net, in PDF format.
7. Once a project is approved by the ACC, a written approval shall be sent by the ACC to the property owner via email or regular mail.



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ARCHITECTURAL CONTROL COMMITTEE
PROJECT APPROVAL REQUEST FORM¹

Date: _____

This is a: ☐ New request for approval ☐ Update to a prior request for approval

Property Owner Name: _____

Port Antigua Property Address: _____ Lot No. _____

Property Owner: Home Phone: _____ Cell Phone: _____

Property Owner E-mail: _____

Contractor Name: _____ Cell Phone: _____

Contractor Name: _____ Cell Phone: _____

Contractor Name: _____ Cell Phone: _____

Description of Improvements (check all that apply):

☐ New construction-Residence ☐ New construction-other structure

☐ New fence installation ☐ New construction-sea wall/dock

☐ Shed installation ☐ New Cradle Boat Lift installation

☐ Addition to Existing Residence ☐ Addition to Existing Other Structure

☐ Other: _____

Does the proposed work include a Retaining Wall: ☐ YES ☐ NO

Anticipated start date of improvements: _____

Anticipated completion date of improvements : _____

Building Permit Application submitted to the Village of Islamorada: ☐ YES ☐ NO

Building Permit Application approved by the Village of Islamorada: ☐ YES ☐ NO

Village of Islamorada Permit No.: _____

Owner

Signature _____ Date _____

¹ This form must be accompanied by all plans, photos, samples and/or descriptions required by the applicable PAPOA Policy.



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ARCHITECTURAL CONTROL COMMITTEE

NEW CONSTRUCTION GUIDELINES AND REQUIREMENTS

Construction upon a property in Port Antigua is subject to the Declaration of Covenants and Restrictions, the policies established by the Board of Directors, the guidelines and requirements set forth herein (collectively the "Development Requirements") and, if the contemplated construction requires ACC approval, review and approval by the ACC, prior to commencement of construction.¹ The following guidelines and requirements must be followed in the construction of structures in Port Antigua. Please note that some of these requirements may be different and more stringent than those established by the Village of Islamorada and in such cases the more stringent PAPOA requirement must be adhered to as part of the construction process. If you have any questions regarding any of these requirements, please contact the PAPOA Manager at info@portantigua.net.

1. Prior to preparing and submitting plans for review and approval by the ACC, property owners and their architect shall review all requirements contained in the Development Requirements.
2. Development of a lot within Port Antigua requires compliance with all Development Requirements as well as compliance with all requirements of any applicable governmental agency, including but not limited to the Village of Islamorada.
3. Development of a lot within Port Antigua is limited to a single family residence along with an attached or detached private garage and/or boat house and a dock.² No structure shall be erected on a lot prior to construction of the residence.³ The livable area of the residence shall be no less than 950 square feet.
4. Front setback shall be no less than 25'.
5. Rear setback shall be no less than 20'.
6. Side setback (on each side) shall be no less than 4'.
7. Side setback on the street side of a corner lot shall be no less than 15'.

¹ To the extent that any of the Development Requirements deviate from the covenants set forth in Article III of the Declaration of Covenants and Restrictions, the establishment of the Development Requirements by the Board of Directors and/or the approval to any owner by the ACC of any development plans shall constitute an agreement between the Association and said owner to allow such deviation.

² Pursuant to the Declaration and Supplemental Declaration, lots 47, 48, 49, 145-150, 201, 202, 203, 326-331 are not subject to the single family residence restriction.

³ If an owner owns two adjacent lots, a residence on one of the lots shall be sufficient to satisfy this requirement and the owner may erect other structures (e.g. a tiki hut) on the adjacent lot without the need to construct a second residence.

8. All exterior walls of any building shall be of CBS construction. The exterior of the building shall be completed within one year of the commencement of construction.⁴
9. The Finished Floor Elevation of the ground floor of any structure shall not exceed the elevation required by the Village of Islamorada or other governing authority above the base flood elevation in order to allow usable construction on the ground floor of the applicable structure. Owners shall make their best efforts to harmonize the grade surrounding the building to the grade of neighboring lots. The construction of any retaining wall shall be subject to the Port Antigua Retaining Wall Policy.
10. The underside floor level of the second floor of the residence (level above the ground floor) shall be no less than 12' above the Mean High Water Line.
11. If the water frontage of any lot has not been bulkheaded, any construction of a residential structure on the lot must include the bulkheading of the lot so that the bulkheading shall be completed no later than the completion date of the residential structure.⁵
12. All bulkheading design is subject to separate review and approval by the ACC. The design standard for bulkheads will be determined on a lot by lot basis in order to accomplish a uniform bulkhead between lots along the canals. The general design intent, when possible, is to align the edge of the bulkhead with the canal right-of-way line and set the elevation of the top of the cap at a level that is harmonious with other existing bulkheads on either side of the subject property.
13. Prior to commencing construction, an owner may request approval for the deviation from a Development Requirement due to a practical difficulty or particular hardship by requesting from the ACC a Variance of the applicable requirement. Approval of a requested Variance is not guaranteed. In order to request a Variance, the owner shall submit a Variance Request Form to the ACC.

⁴ If completion of the exterior will not be completed within one year of the commencement of construction, the owner shall request and obtain approval from the ACC for the extended period of construction.

⁵ Pursuant to the Supplemental Declaration, lots 262-282 need to bulkhead only the portion of the frontage of the lot necessary to accommodate docking.



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ARCHITECTURAL CONTROL COMMITTEE
DEVELOPMENT REQUIREMENTS CHECKLIST

Date: _____

Property Owner Name: _____

Port Antigua Property Address: _____ Lot No. _____

Property Owner: Home Phone: _____ Cell Phone: _____

Property Owner E-mail: _____

Architect Name: _____ Cell Phone: _____

Property Owner E-mail: _____

Please sign off on each requirement to confirm that your submittal has taken the Development Requirements into account when preparing the plans.

Item	Architect Initials	Item Description
1.		Review PAPOA "Architectural Control Committee Procedures for Approvals" Form
2.		Review all relevant PAPOA requirements, restrictions, policies and guidelines
3.		Submit Architectural Review Fee
4.		Submit sealed plans via PDF to info@portantigua.net . Preferred Scale of ¼"=1'
5.		Submitted plans include floor plan showing the FFE in relation to MHW line of all floor slabs
6.		Submitted plans include elevations, above and below grade, for all sides of the structure with cross sections
7.		Submitted plans include site plan designating front, rear and side lot line setbacks as well as the location of any driveways
8.		Confirm front setback is no less than 25'
9.		Confirm rear setback is no less than 20'
10.		Confirm side setback (on each side) is no less than 4 feet
11.		Confirm side setback on the street side of a corner lot is no less than 15'
12.		Construction of exterior walls is noted to be of CBS construction
13.		Ground Floor elevation does not exceed minimum required elevation above the base flood elevation
14.		Livable area is no less than 950 square feet
15.		Submitted plans include engineered plans for the bulkhead (if bulkhead not already existing)
16.		Bulkhead design provides for alignment with neighboring bulkheads or with the ACC's general design intent where neighboring bulkheads are not an issue
17.		Submittal includes a description of any variance being sought from the Village of Islamorada or from PAPOA



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ARCHITECTURAL CONTROL COMMITTEE
VARIANCE REQUEST FORM¹

Date: _____

This is a: ☐ New request for variance ☐ Update to a prior request for variance

Property Owner Name: _____

Port Antigua Property Address: _____ Lot No. _____

Property Owner: Home Phone: _____ Cell Phone: _____

Property Owner E-mail: _____

Contractor Name: _____ Cell Phone: _____

Variance is requested from the following Policy or Development Requirement(s):

Description and reason of Requested Variance: _____

Owner

Signature _____ Date _____

¹ This form must be accompanied by all plans, photos, samples and/or descriptions necessary for the ACC to consider this request.



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Fees	
Yearly Association Dues (subject to change)	\$500
Late Fee for Yearly Association Dues	\$50
Beach or Ramp Passes	
First two cards	Free
First Replacement Card	\$100
Second Replacement Card	\$200
Each Replacement Card afterward	\$300
Replacing "Sold" Card	\$500
Reactivation of Gate Cards-fee per card	\$50
Vacant Lot Mowing (yearly fee) (subject to change)	\$300
Architectural Review Fee	\$25
ESTOPPEL	\$250
Expedited Estoppel (3 days) Add:	\$100
Estoppel if Delinquent Fees Owed Add:	\$150
If Yearly Dues are past due as of March 1 of each year, gate cards will be deactivated. Once Dues are paid, a reconnect fee will be due for each gate card	\$50
If you have any questions, please email info@portantigua.net .	
Payments can be made by check payable to PAPOA and mailed to P.O. Box 1049, Islamorada, Florida 33036 or via ACH when you receive an invoice allowing for ACH payment.	



PORT ANTIGUA PROPERTY OWNERS' ASSOCIATION ARCHITECTURAL CONTROL COMMITTEE DEVELOPMENT HANDBOOK

APPENDIX 1

Port Antigua Policies Related to Construction¹

1. General Repairs Policy
2. Temporary Fence Policy
3. Fence Policy
4. Retaining Wall Policy
5. Shed Policy
6. Carport Policy
7. Cradle Boat Lift Policy

¹ Owners need to confirm that no additional policies have been approved by the Board of Directors after the publishing of this Handbook.



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PORT ANTIGUA GENERAL REPAIRS POLICY

(Effective as of April 20, 2022)¹

This policy establishes the criteria for general types of work/repairs as set forth in Article VII, Section 1 of the Declaration of Covenants and Restrictions (the "Declaration").

1. This policy applies **ONLY** to the types of work/repairs outlined in paragraph 4 below ("General Repairs").
2. In order to perform any General Repair, the property owner does not need to notify nor request approval from the Architectural Control Committee ("ACC"). If, however, any portion of the work being performed is addressed by a separate PAPOA policy, the property owner shall comply with the applicable policy with respect to the relevant work.
3. Prior to performing any General Repair, the property owner shall obtain any necessary permit from the Village of Islamorada and any other applicable agency, if required by applicable code or ordinance.
4. The following work/repairs shall be considered General Repairs for purposes of this Policy:
 - Painting an existing structure
 - Repair of spalling concrete
 - Repair or replacement of existing roof
 - Repair or replacement of windows and doors
 - Renovations of the interior of existing structure
 - Repair or remodeling to the exterior of existing structure that does not increase the footprint of the existing structure (i.e. enclosing the ground floor/carport under an existing structure) (Additions to existing residences or structures are **NOT** considered General Repairs)
 - Installation, repairs or replacement of pavers or other flooring
 - Repair or replacement of existing railings
 - Repairs to existing dock and/or sea wall
 - Enclosing any portion of an existing structure that does not extend beyond the existing footprint of the existing structure
 - Installation, repair or replacement of a Tiki Hut
 - Installation, construction or repairs of an in-ground pool (excluding any fence installed along with or included in the plans for the in-ground pool)
 - Installation, repair or replacement of davits or an elevator boat lift
 - Repair of an existing cradle boat lift

¹ This policy was adopted by the Board of Directors of the Port Antigua Property Owner's Association ("PAPOA") on March 21, 2022 and again on April 20, 2022.



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PORT ANTIGUA POLICY FOR TEMPORARY FENCES

(Effective as of April 20, 2022)¹

This policy establishes the criteria for the installation of a temporary fence installation as set forth in Article VII, Section 1 of the Declaration of Covenants and Restrictions (the "Declaration").

1. For purposes of this policy, a "Temporary Fence" shall be any temporary barrier constructed of any material during construction or other purpose approved by the Architectural Control Committee ("ACC").
2. Notwithstanding the definition set forth above, the following shall NOT be considered a Temporary Fence for purposes of this policy and shall NOT be subject to review under this policy (although may be reviewable under other policies).
 - A. A permanent and freestanding fence, wall or barrier.
 - B. A retaining wall constructed to allow the ground floor construction to be above the base flood elevation and prevent erosion and/or water runoff from a property.
3. Design criteria and Limitations:
 - A. Material: All Temporary Fences shall be of any removable (non-permanent) material.
 - B. Height: The height of any Temporary Fence shall not exceed six (6) feet unless otherwise approved by the ACC.
 - C. Setbacks:
 - A Temporary Fence shall not protrude beyond the property lines.
4. The owner of the property on which the Temporary Fence is installed shall be responsible for the maintenance of the Temporary Fence.
5. Prior to the installation of any Temporary Fence, the property owner shall notify the ACC when the Temporary Fence will be installed and the estimated date on which the Temporary Fence will be removed. If the Temporary Fence was included in any plans submitted to the Village of Islamorada, the property owner shall submit to the ACC a copy of the plans

¹ This policy was adopted by the Board of Directors of the Port Antigua Property Owner's Association ("PAPOA") on March 21, 2022 and again on April 20, 2022.

6. Prior to the installation of any Temporary Fence, the property owner shall obtain a permit from the Village of Islamorada and any other applicable agency, if required by applicable code or ordinance. If a permit is obtained, the property owner shall provide the ACC with a copy of the permit and the approved plans associated therewith.
7. A Temporary Fence may only be in place during construction or other approved activity and shall be immediately removed upon completion of the activity.



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PORT ANTIGUA PERMANENT FENCE POLICY

(Effective as of 9/25/24)¹

This policy is intended to establish the criteria for review of permanent fence installation as set forth in Article VII, Section 1 of the Declaration of Covenants and Restrictions (the "Declaration").

1. For purposes of this policy, a "Fence" shall be any permanent and freestanding wall or barrier constructed of any material.
2. Notwithstanding the definition set forth above, the following shall NOT be considered a Fence for purposes of this policy and shall NOT be subject to review under this policy (although shall be reviewable under other policies).
 - A. A barrier made of landscaping materials shall not be considered a Fence. An example of landscaping materials includes trees, shrubs, piling stumps, ropes and rocks up to 30" high (see illustration 1).
 - B. A retaining wall constructed as part of new construction to allow the ground floor construction to be above the base flood elevation and prevent erosion and/or water runoff from a property.
 - C. Temporary construction fences.
3. Prior to the installation of any Fence, the property owner shall submit to PAPOA the plans and specifications related to the installation of the Fence for the ACC's review and approval. The plans and specifications shall include:
 - A. A site plan showing the property boundary lines, the residence on the property, the dock (if any) and the location of the proposed Fence.
 - B. Photos, samples and any other reasonable description requested by the ACC related to the design and material of the Fence.

If any changes are made to the plans and specifications initially provided to the ACC (whether during the permitting process or otherwise) the property owner shall submit the revised plans to the ACC for review and approval. The property owner must obtain the ACC's approval of the final permit plans.

¹ This policy was adopted by the Board of Directors of the Port Antigua Property Owner's Association ("PAPOA") on September 18, 2024 and again on September 25, 2024.

4. Prior to the installation of any Fence, the property owner shall obtain a permit from the Village of Islamorada and any other applicable agency and shall provide PAPOA with a copy of the permit and the approved plans associated therewith.

5. Design criteria and Limitations:

- A. Material: All Fences within Port Antigua must only be constructed of either: (i) vinyl coated chain link, (ii) aluminum/metal railing (see illustration 2) or (iii) PVC. No other materials may be used for the construction of Fences, including but not limited to wood, masonry (including masonry columns between any permitted fence materials), lattice, split rail or composite. No Fence of any material shall be solid all the way across the length of the Fence (see illustration 3).

Vinyl coated chain link Fences must be either green or black.

Chain link shall not be used to secure the carport or ground floor (underneath the second-floor structure).

- B. Height: The height of any Fence (excluding carport or ground floor gates) shall not exceed six feet. The height shall be measured from the top portion of the Fence to the finished ground elevation. Fill shall not be used to artificially raise the height of a Fence. The maximum height of any Fence to secure/enclose a carport or ground floor of a residence shall be dependent on each residence as reasonably determined by the ACC.
- C. Facing: All Fences shall be constructed with the finished surface facing the exterior of the property (i.e., facing the neighboring property).
- D. Setbacks:

- Front: A Fence shall not protrude beyond the front drip-line/drip edge of the residence. If the residence does not have a drip-line/drip edge, the front setback shall be the vertical exterior surface of the residence on the front/street side of the home as reasonably determined by the ACC. If there are multiple structures on a property, the ACC will have the discretion to approve the Fence installation based upon the drip-line/drip edge closest to the proposed Fence.
- Rear: A Fence may be installed up to the rear property line or up to the end of the dock (water side). No Fence shall be installed so as to extend into or through any wetland or body of water.
- Side: All Fences (including any structural components and landscaping buffers when required below) shall be installed within the property line of the owner installing the Fence.
- Landscaping buffer required for chain link Fences: The installation of a chain link Fence along any portion of the property will also require the installation of a landscaping buffer. The buffer shall be placed to the exterior side of the Fence (closest to the property line) and the Fence shall then be installed behind the buffer (on the interior side) (See illustration 4).

The buffer shall consist of shrubs at a rate of 8 shrubs per 25 linear feet of Fence. The shrubs, at the time of installation, shall be no less than the height of the Fence and shall be arranged so that they are evenly distributed along the entire length of the chain link Fence.

If a chain link door is installed along a Fence line, it shall be screened with a material/design so as to cover the chain link, subject to ACC approval. Plastic slats weaved through the chain link shall not be used for screening chain link doors.

- Notwithstanding the foregoing, the front and rear setbacks for the Out Lots along the east side of Costa Bravo Drive shall be in accordance with requirements of the Village of Islamorada.
6. The owner of the property on which the Fence is installed shall be responsible for the maintenance of the Fence and any landscape buffer as required above.
 7. Installation of the approved Fence and any landscape buffer required above shall be completed no later than sixty (60) days after the commencement of installation of the Fence.
 8. Any Fences not conforming to the provisions of this policy upon the effective date set forth above shall be allowed to continue until such time as the Fence is replaced, at which time the new Fence shall comply with the provisions hereof.

ILLUSTRATION 1
Sample of Barriers Not considered a Fence



ILLUSTRATION 2
Sample Permitted Materials for Fences



ILLUSTRATION 2 (continued)
Sample Permitted Materials for Fences



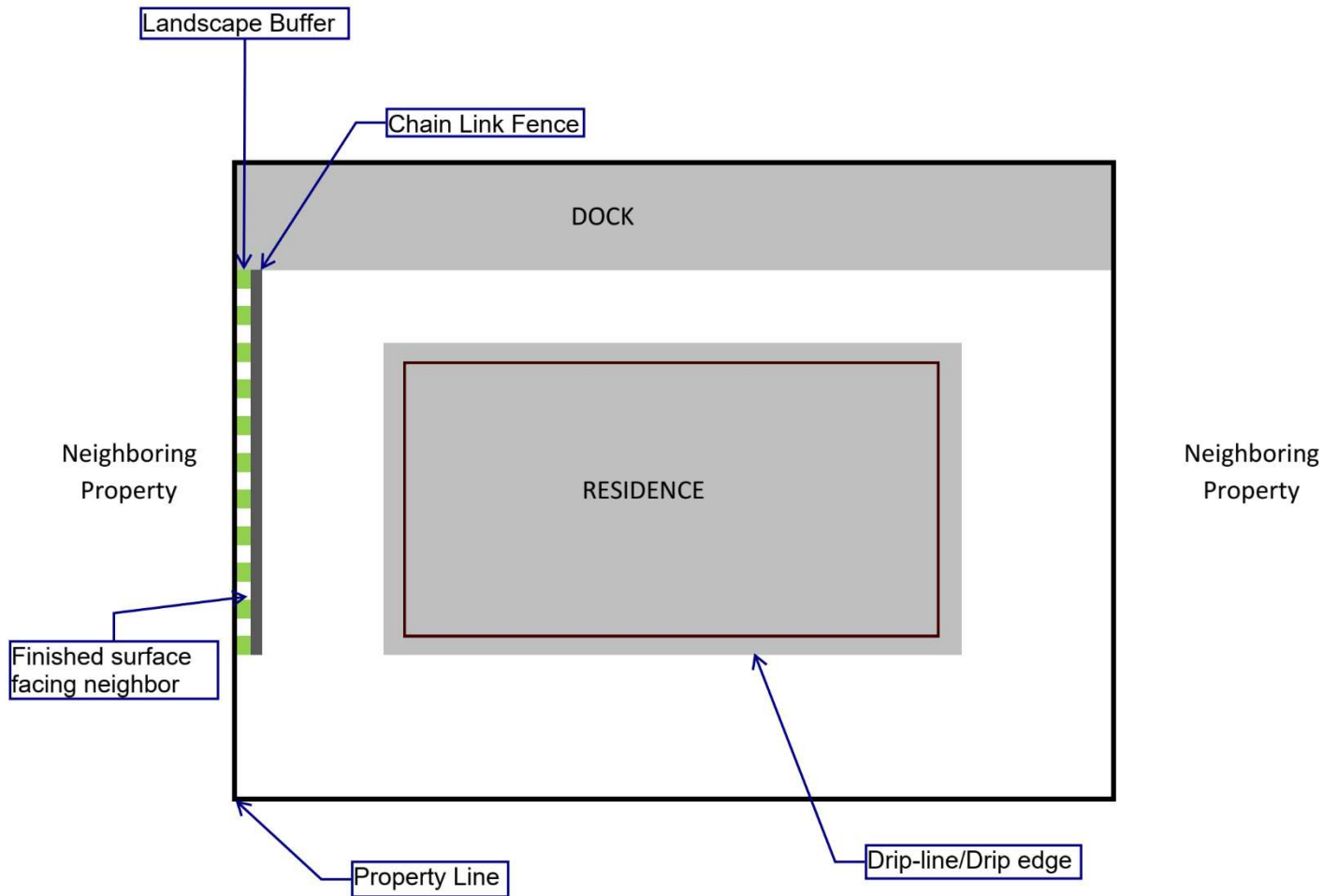
ILLUSTRATION 3
Sample of Materials/Styles NOT Permitted for Fences



ILLUSTRATION 3 (continued)
Sample of Materials/Styles NOT Permitted for Fences



ILLUSTRATION 4





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PORT ANTIGUA RETAINING WALL POLICY

(Effective as of April 20, 2022)¹

This policy establishes the criteria for the construction of retaining walls included as part of construction of a residence as set forth in Article VII, Section 1 of the Declaration of Covenants and Restrictions (the "Declaration").

1. For purposes of this policy, a "Retaining Wall" shall be a wall or barrier constructed to allow the ground floor construction to be above the base flood elevation and prevent erosion and/or water runoff from a property.
2. Design criteria and Limitations:
 - A. Height: The height of any Retaining Wall, above grade, shall not exceed the engineered minimum required height necessary to accomplish the structural and/or erosion prevention purpose of the Retaining Wall in order to be able to accomplish the minimum base flood elevation.
 - B. Material: All Retaining Walls shall be constructed of concrete or stucco finished CBS.
 - C. Setbacks:
 - Side: All Retaining Walls (including any structural components and landscaping buffers as required below) shall be installed within the property line of the owner installing the Retaining Wall.
 - Landscaping buffer required for Retaining Walls: The construction of a Retaining Wall along any portion of the property will also require the installation of a landscaping buffer (natural or synthetic) so as to shield the Retaining Wall from view of the neighboring property. The buffer shall be placed to the exterior side of the Retaining Wall (closest to the property line) and the Retaining Wall will then be constructed behind the buffer (on the interior side) (See illustration 1).

¹ This policy was adopted by the Board of Directors of the Port Antigua Property Owner's Association ("PAPOA") on March 21, 2022 and again on April 20, 2022.

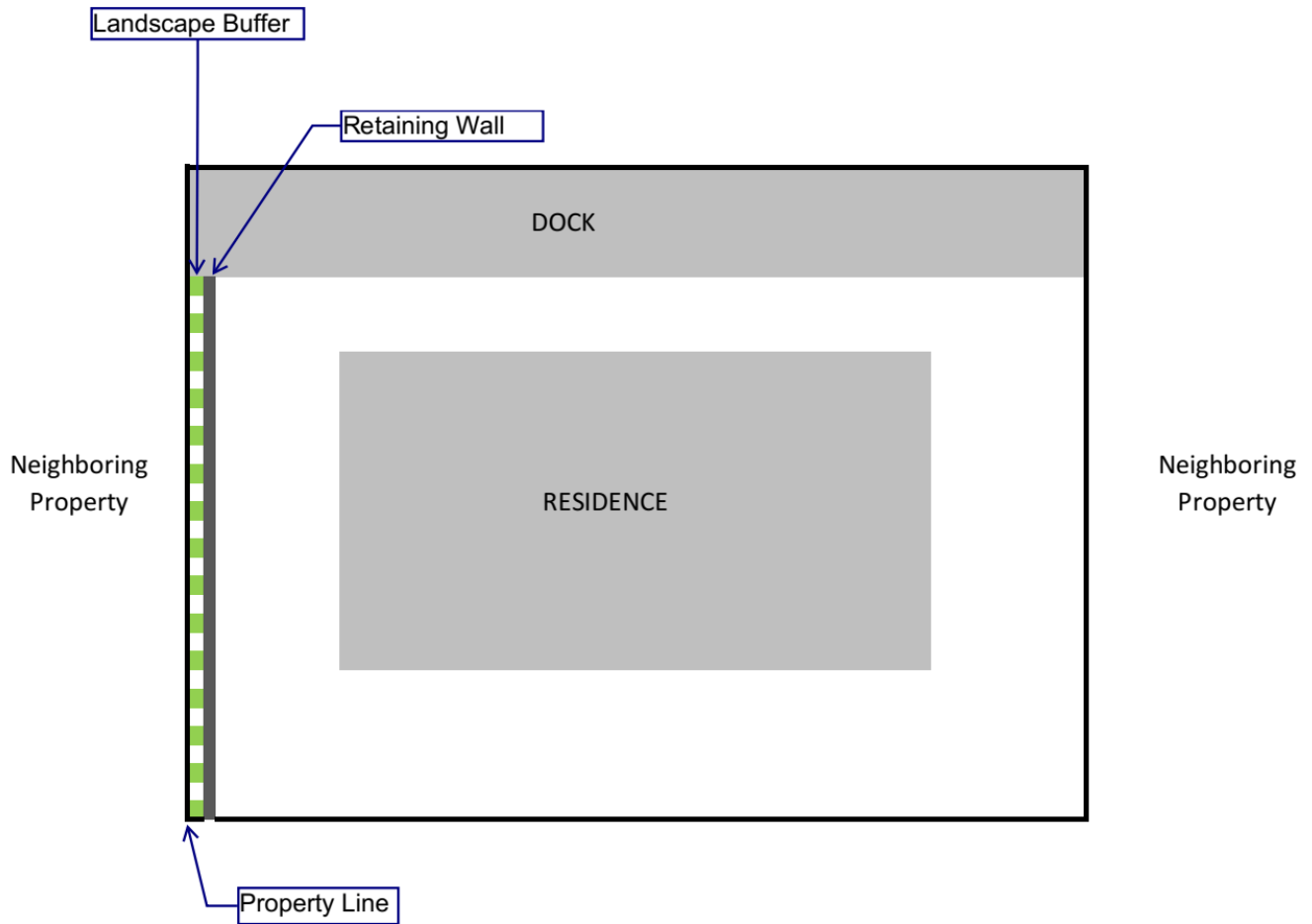
3. The owner of the property on which the Retaining Wall is installed shall be responsible for the maintenance of the Retaining Wall and the landscape buffer (natural or synthetic) required above.
4. Prior to the installation of any Retaining Wall, the property owner shall submit to the ACC the plans and specifications related to the installation of the Retaining Wall for the ACC's review and approval. The plans and specifications shall include:
 - A. A site plan showing the property boundary lines, the residence (or proposed residence) on the property, the dock (if any) and the location of the proposed Retaining Wall.

- B. Photos, samples and any other reasonable description requested by the ACC related to the design and material of the Retaining Wall and landscaping buffer (natural or synthetic).

If any changes are made to the plans and specifications initially provided to the ACC (whether during the permitting process or otherwise) the property owner shall submit the revised plans to the ACC for review and approval. The property owner must obtain the ACC's approval of the final permit plans.

5. Prior to the installation of any Retaining Wall, the property owner shall obtain a permit from the Village of Islamorada and any other applicable agency and shall provide the ACC with a copy of the permit and the approved plans associated therewith.

ILLUSTRATION 1





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PORT ANTIGUA OUTDOOR STORAGE STRUCTURES **AND UTILITY SHED POLICY**

(Effective as of April 20, 2022)¹

This policy establishes the criteria for the installation of outdoor storage structures and utility sheds (hereinafter collectively referred to as “Shed”) as set forth in Article VII, Section 1 of the Declaration of Covenants and Restrictions (the “Declaration”).

1. For purposes of this policy, a “Shed” shall be any freestanding, fully-enclosed accessory structure used for the purpose of outdoor storage or any other legal use.
2. Under no circumstances shall a Shed be used as living quarters.
3. Notwithstanding the definition set forth above, (a) storage units no deeper than four feet (4') which are placed against the wall of a residence or placed on an Out Lot, (b) dock boxes, and (c) Tiki Huts shall NOT be considered a Shed for purposes of this policy and shall NOT be subject to review under this policy (although shall be reviewable under other policies). Moreover the storage structures depicted in Illustration #1 shall NOT be considered a Shed for purposes of this policy.
4. Prior to the installation of any Shed, the property owner shall submit to PAPOA the plans and specifications related to the installation of the Shed for the ACC's review and approval. The plans and specifications shall include:
 - A. A site plan showing the property boundary lines, the residence on the property, the dock (if any) and the location of the proposed Shed.
 - B. Photos and any other reasonable description requested by the ACC related to the design, dimensions and installation of the Shed.

If any changes are made to the plans and specifications initially provided to the ACC (whether during the permitting process or otherwise) the property owner shall submit the revised plans to the ACC for review and approval. The property owner must obtain the ACC's approval of the final permit plans.

¹ This policy was adopted by the Board of Directors of the Port Antigua Property Owner's Association (“PAPOA”) on March 21, 2022 and again on April 20, 2022.

5. Prior to the installation of any Shed, the property owner shall obtain all necessary permits (i.e. building, electrical, etc.) from the Village of Islamorada and any other applicable agency for all work to be performed in relation to the Shed and shall provide PAPOA with a copy of the permit(s) and the approved plans associated therewith.
6. Design Criteria and Limitations (See Illustration #2):
 - A. All Sheds shall comply with the requirements and limitations of the Village of Islamorada.
 - B. Additionally, the following more stringent limitations shall apply:
 - Front on lots where a 25' setback is applicable: A Shed shall be installed at least five (5) feet back from the front/street side vertical exterior surface (i.e. front wall) of the residence closest to the Shed. Under no circumstances shall a Shed protrude beyond the front/street side vertical exterior surface (i.e. front wall) of the residence closest to the Shed.
 - Front on lots where a 20' setback is applicable: A Shed shall be installed at least ten (10) feet back from the front/street side vertical exterior surface (i.e. front wall) of the residence closest to the Shed. Under no circumstances shall a Shed protrude beyond the front/street side vertical exterior surface (i.e. front wall) of the residence closest to the Shed.
 - Side: The side setbacks shall be as required by the Village of Islamorada.
 - Height: A Shed shall not be taller than ten (10) feet.
7. The owner of the property on which the Shed is installed shall be responsible for the maintenance of the Shed.
8. Installation of the approved Shed shall be completed no later than sixty (60) days after the commencement of installation of the Shed.
9. Any Sheds not conforming to the provisions of this policy upon the effective date set forth above shall be allowed to continue until such time as the Shed is moved or replaced, at which time the new Shed shall comply with the provisions hereof.

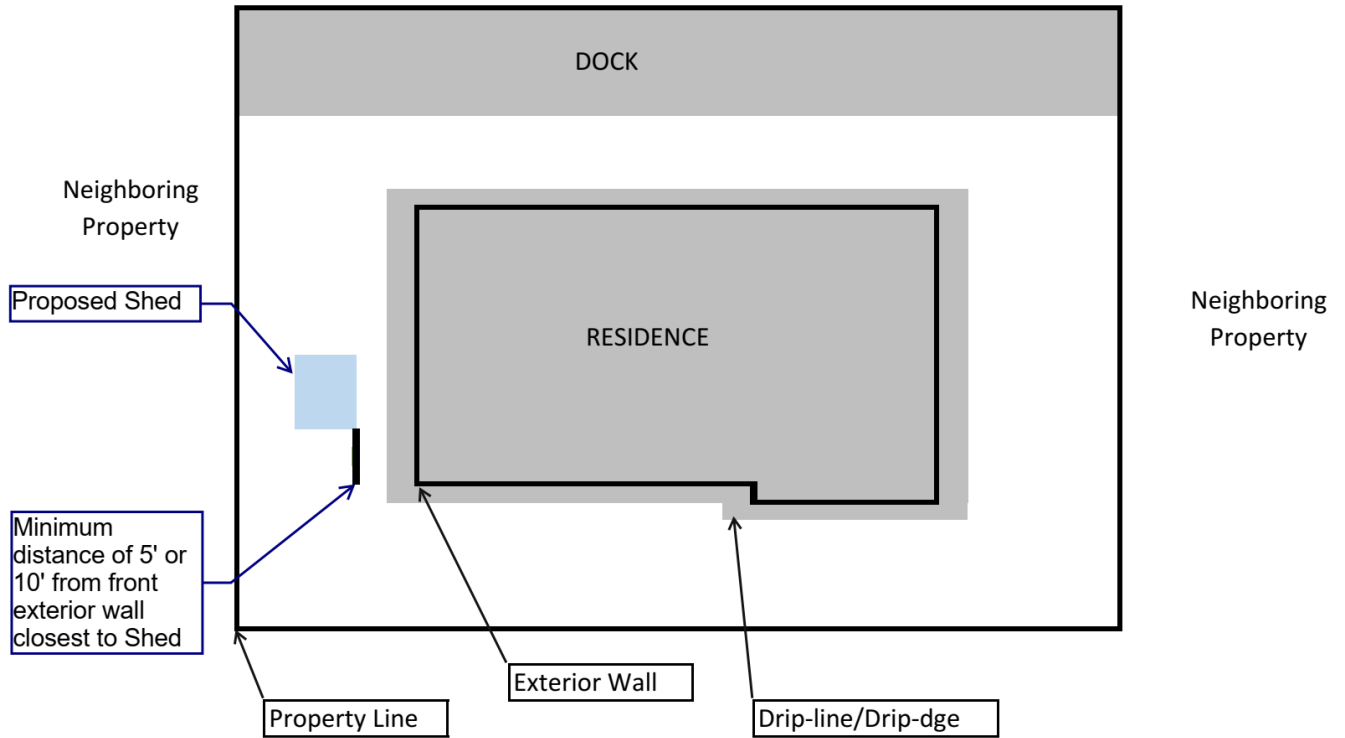
ILLUSTRATION 1

Sample of Storage Structures Not considered a Shed



ILLUSTRATION 2

Design Criteria and Limitations





Port Antigua Property Owners' Association
P.O. Box 1049
Islamorada, FL 33036
305-664-8229

info@portantigua.net

A Deed Restricted Community

www.portantigua.net

PORT ANTIGUA CARPORT POLICY

(Effective as of August 17, 2022)¹

This policy establishes the criteria for the installation of Carports as set forth in Article VII, Section 1 of the Declaration of Covenants and Restrictions (the "Declaration").

1. For purposes of this policy, a "Carport" is defined as any structure used for the purpose of covering a vehicle, boat, trailer or any other item on the front side of a residence. See Illustration #1 for some samples of structures considered to be Carports.
2. Notwithstanding the definition set forth above, (a) an addition to the structure of a residence that provides cover for a vehicle or boat on the front side of the residence, or (b) any structure used for the purpose of covering any area other than the front side of a residence, shall NOT be considered a Carport and shall NOT be subject to review under this policy (although shall be reviewable under other policies).
3. The installation of Carports is not permitted on any property within Port Antigua.
4. Any Carport which was installed prior to the Effective Date of this policy shall be allowed to continue in-place until such time as the entire Carport is removed, at which time the installation of a new Carport shall not be permitted in accordance with the provisions hereof.

¹ This policy was adopted by the Board of Directors of the Port Antigua Property Owner's Association ("PAPOA") on July 20, 2022 and again on August 17, 2022.

ILLUSTRATION 1
Sample of Structures considered a Carport²



² These illustrations are samples and not meant to depict all forms of Carports



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PORT ANTIGUA CRADLE BOAT LIFT POLICY

(Effective as of April 20, 2022)¹

This policy establishes the criteria for the installation of Cradle Boat Lifts as set forth in Article VII, Section 1 of the Declaration of Covenants and Restrictions (the "Declaration").

1. PAPOA, as the owner of the sea bottom in the Port Antigua canals, does NOT permit the installation of Cradle Boat Lifts in the canals of Port Antigua, except as set forth below.
2. The ACC may allow the installation of a Cradle Boat Lift along the main entrance canal and the basin to serve lots 37 through 43 and lots 262 through 282, if the installation does not unreasonably impede navigation and is otherwise harmonious with the neighborhood.
3. Prior to the installation of a Cradle Boat Lift, the property owner shall submit to PAPOA the plans and specifications related to the installation of the Cradle Boat Lift for the ACC's review and approval. The plans and specifications shall include:
 - A. A site plan showing the property boundary lines, the residence on the property, the dock (if any), the location and dimensions of the proposed Cradle Boat Lift and the location of the Cradle Boat Lift relative to the canal.
 - B. If any changes are made to the plans and specifications initially provided to the ACC (whether during the permitting process or otherwise) the property owner shall submit the revised plans to the ACC for review and approval. The property owner must obtain the ACC's approval of the final permit plans.
4. Prior to the installation of any Cradle Boat Lift, the property owner shall obtain a permit from the Village of Islamorada and any other applicable agency and shall provide PAPOA with a copy of the permit and the approved plans associated therewith.

¹ This policy was adopted by the Board of Directors of the Port Antigua Property Owner's Association ("PAPOA") on March 21, 2022 and again on April 20, 2022.



**PORT ANTIGUA PROPERTY OWNERS' ASSOCIATION
ARCHITECTURAL CONTROL COMMITTEE
DEVELOPMENT HANDBOOK**

APPENDIX 2

Declaration of Covenants and Restrictions

Supplemental Declaration of Covenants and Restrictions

179311

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration made this 16 day of July, A.D. 1969, by THE BRANIGAR ORGANIZATION, INC., an Illinois corporation duly qualified in Florida, hereinafter called "Developer",

W I T N E S S E T H:

WHEREAS, Developer is engaged in developing the real estate described in Article II of this Declaration; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the Development and for the maintenance of the beach front tract; and to this end desires to subject the real property described in Article II, together with such additions as hereafter may be made thereto [as provided in Article II] to the covenants, restrictions, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

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

WHEREAS, Developer has incorporated or hereafter will incorporate under the laws of the State of Florida, as a non-profit corporation, Port Antigua Property Owners' Association for the purpose of exercising the functions aforesaid; and

WHEREAS, Developer has recorded a Declaration of Covenants and Restrictions dated May 23, 1969, Official Records 434 commencing at Page 263 of Public Records of Monroe County, Florida, with respect to the real property herein described, which Declaration Developer desires to release and substitute in lieu thereof this Declaration of Covenants and Restrictions;

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as hereafter may be made pursuant to Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

DCA 09-HA-114

ATTACHMENT **A**

(a) "Association" shall mean and refer to Port Antigua Property Owners' Association, its successors and assigns.

(b) "The Properties" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to beach front tracts of land shown on any recorded subdivision plat of the properties designated as "Tract" followed by an alphabetical letter and intended to be devoted to the common use and enjoyment of the owners of the properties; any area shown on any recorded subdivision plat of the properties designated "Canal"; and any other property conveyed to the Association by the Developer for the common use and enjoyment of the owners of the properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of common properties as heretofore defined.

(e) "Beach front tract" shall mean any area on any recorded subdivision plat of the properties designated as "Tract" followed by an alphabetical letter.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of any lot situated upon the properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article IV, Section 1 hereof.

(h) "Voluntary member" shall mean and refer to all those owners who are members of the Association as provided in Article IV, Section 1 hereof.

(i) "Single family" shall mean one or more persons each related to the other by blood, marriage or adoption, or a group of not more than three persons not so related, together with his or her domestic servants, maintaining a common household.

(j) "Lot line" shall mean any boundary of a lot.

(k) "Living area" shall mean that portion of a dwelling which is enclosed and customarily used for dwelling purposes, but shall not include (except as otherwise herein stated) open porches, open terraces, breezeways, attached garages, car ports or accessory buildings.

(1) "Structure" shall mean anything erected or constructed, the use of which requires more or less permanent location on or in the ground or attached to something having a permanent location on or in the ground.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

SECTION 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is situated in Monroe County, Florida, and described as follows, to wit:

Lots 47 to 97, both inclusive, in Port Antigua, Plat No. 2, a subdivision in Monroe County, Florida according to recorded plat thereof, Plat Book 6, Page 18, Public Records of Monroe County, Florida.

All of such real property hereinafter shall be referred to as the "existing property".

SECTION 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) All other lands within the single tract having an area of 110 acres more or less now being developed by the Developer as a family residence community (of which tract the existing property is a part) may become subject as additions to this Declaration.

The additions authorized under this subsection shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of this Declaration to such property. Such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions herein contained as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall any such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with the existing property.

ARTICLE III

GENERAL RESTRICTIONS

SECTION 1. Land Use and Building Type. All lots on any recorded subdivision plat of the properties which are designated with a numeral (without prefix) shall be used for private residence purposes only, except that, subject to any applicable zoning restrictions and to approval of the Architectural Control Committee as provided in Article VII, the Developer may authorize improvement of Lots 47, 40 and 49 with a condominium or apartment building of not to exceed two stories in height and containing not more than four dwelling units. No structure, except as

specifically authorized elsewhere in this Declaration, shall be erected or maintained on a lot except one dwelling designed for occupancy by a single family, a private garage and/or boat house and dock for the sole use of the owners or occupants. No structure shall be erected prior to construction of a residence. No other structures may be erected except in such manner and location as hereinafter provided or as provided in writing by the Association.

SECTION 2. Building Grade. The finished grade of any lot shall be uniform with and similar to the grades of adjacent lots.

SECTION 3. Building Size and Location on Lot. No single family residence shall be erected having a living area of less than 950 square feet (including porch on living area level). The outside of such building shall be completed within one year of commencement. Such building shall be set back from the front lot line a distance of 25 feet and from the side lot lines a distance of not less than 4 feet. A corner lot shall be deemed to front on the street of which it has the shortest street frontage. No portion of a building erected on a corner lot shall be closer to any street lot line than 15 feet, except that open car ports may be 5 feet from a side lot line.

SECTION 4. Resubdivision. No lot shall be resubdivided.

SECTION 5. Floor Level Height. The underside floor level of the living area of each residential structure shall be not less than 12 feet above mean high water level.

SECTION 6. Bulkheading. No residential structure shall be erected on any lot until the water frontage of such lot has been bulkheaded in accordance with design specifications approved by Developer or the Association.

SECTION 7. Sewage. All sewage disposal shall be effected through an efficient septic tank, cesspool or other accepted sewage disposal system approved by Developer or the Association.

SECTION 8. Nuisances. There shall not be created or permitted to exist on any part of any lot any dumping ground, accumulation of debris, exposed garbage or any foul smelling matter whatsoever.

SECTION 9. Easements. Easements for utility installation and maintenance are reserved as shown on the recorded plat. In addition, the Developer, for itself, its successors and assigns, hereby reserves an easement over, across and under the front 5 feet of each lot for the purpose of installing and maintaining underground utilities.

SECTION 10. Deviation by Agreement with the Association. Developer hereby grants and gives the Association, its successors and assigns the right to enter into agreements with the grantees

of any lot or lots without the consent of grantees of other lots to deviate from any on the covenants set forth in this Article III for reasons of practical difficulties or particular hardships. Any such deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such covenant as to other lots.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of the obligation shall not be a member. Every owner of a lot in Port Antigua, Plat No. 1, a subdivision in Monroe County, Florida, according to the recorded plat thereof, may become a voluntary member by making application for membership in accordance with the provisions of the by-laws of the Association and agreeing to be bound by the articles, by-laws, rules and regulations of the Association, including provisions relating to assessments. The rights and obligations of voluntary members shall be equal to those of members.

SECTION 2. Voting Rights. The Association shall have two classes of voting members:

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

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

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) January 1, 1975.

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

ARTICLE VPROPERTY RIGHTS IN THE COMMON PROPERTY

SECTION 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common property, and such easement shall be appurtenant to and shall pass with the title to every lot.

SECTION 2. Title to Common Property. The Developer may retain the legal title to the common properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns that it shall convey the common property to the Association free and clear of all liens and encumbrances not later than January 1, 1975.

SECTION 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association to prescribe reasonable rules and regulations for the use of the common property.

(b) The right of the Association as prescribed in its articles and by-laws to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid and for any period not to exceed 30 days for any infraction of its published rules and regulations.

(c) The right of the Association to charge reasonable admission and other fees for the use of the common properties if amounts received from assessments are insufficient for the maintenance and upkeep thereof or any improvements made thereon.

(d) The right of the Association to dedicate or transfer all or any part of the common property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association in accordance with its articles and by-laws.

(e) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

(f) The right of the Developer and/or the Association, its successors and assigns, to construct on, over and under the Common Properties and to maintain water, electric, gas, telephone, sanitary disposal system and other utility facilities to serve The Properties or portions thereof and to grant easements to others in such regard.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Developer for each Lot owned by it within The Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: annual assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon The Property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and, in particular, for the maintenance of and related to the use and enjoyment of the Common Properties including, but not limited to, the payment of taxes and insurance thereon and for the cost of labor, equipment, materials, management and supervision thereof.

SECTION 3. Basis and Maximum of Annual Assessments. The annual assessment shall be \$25.00 per Lot. From and after January 1, 1975, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

SECTION 4. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by the Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each

class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 5. Quorum for Any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 hereof shall be as follows:

At the first meeting called, as provided in Section 4 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement, but in any event not before January 1, 1972.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to The Properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association, upon demand and payment of a service fee of not more than \$10.00, shall at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 6 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 7% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing the filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

SECTION 9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

SECTION 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to the public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location and grade of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer or the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Developer or Board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. At the discretion of the Developer or Committee, a filing fee of \$25.00 shall accompany the submission of such plans to defray expenses. No additional fee shall be required for resubmission of plans revised in accordance with committee recommendations.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

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

SECTION 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

ARTICLE IX

SECTION 1. Release of Prior Declaration of Covenants and Restrictions. The Developer hereby releases, satisfies and discharges the provisions of the Declaration of Covenants and Restrictions dated May 23, 1969, and recorded in Official Records 434 commencing at Page 263 of the Public Records of Monroe County, Florida, insofar as said documents pertain to the real estate described in Article II, Section 1 hereof, it being the intention of the Developer to substitute in lieu thereof the provisions of this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the foregoing instrument has been executed and its corporate seal thereunto affixed, on the date and year first above written by the officers of the undersigned thereunto duly authorized.



(Affix Corporate Seal)

THE BRANIGAR ORGANIZATION, INC.

BY Robert D. Fane
Vice President

ATTEST:

Robert D. Fane

STATE OF ILLINOIS }
COUNTY OF COOK }

SS

NOTARY PUBLIC
Monroe County, Florida
EARL R. ADAMS
ILL. EX. OF CHURCH - 111111
RECORD 11111111

179311

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Raymond E. Lester L. HANDEL personally known to me, to be the Vice President of THE BRANIGAR ORGANIZATION, INC. and ROBERT D. FANE, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and Raymond E. Lester acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument as Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of July, 1969.

This Copy is a True Copy of the Original kept in my Office, Witness my hand and official seal.

My Commission expires

MY COMMISSION EXPIRES OCTOBER 21, 1970

This 16th day of March

-11-

A.D. 2009

DANNY L. KOLHAGE

Notary Public

Robert D. Fane
Vice President

SUPPLEMENTAL DECLARATION

185994

This Supplemental Declaration made this 20th day of October 1989 by THE DRANIGAR ORGANIZATION, INC., an Illinois corporation, duly qualified in Florida ("the Developer");

W I T N E S S E T H:

WHEREAS, the Developer heretofore has recorded Declaration of Covenants and Restrictions, official record book 436, commencing at page 140, with respect to certain real property situated in Monroe County, Florida, and described as follows, to wit:

Lot 30 to 97, both inclusive, in Port Antigua, Plat No. 2, a subdivision in Monroe County, Florida, according to plat thereof recorded in Plat Book 6 at Page 18 of the Public Records of Monroe County, Florida; and

WHEREAS, the Developer has caused to be platted certain additional real property situated in Monroe County, Florida, described as follows, to wit (referred to below as Tract A);

Lots 98 to 200, both inclusive, in Port Antigua, Plat No. 3-4, a subdivision in Monroe County, Florida, according to plat thereof recorded in Plat Book 6 at Page 24 of the Public Records of Monroe County, Florida; and

WHEREAS, the Developer also has caused to be platted certain additional real property situated in Monroe County, Florida, described as follows, to wit (referred to below as Tract B);

Lots 201 to 331, both inclusive, in Port Antigua, Plat No. 5-6, a subdivision in Monroe County, Florida, recorded in Plat Book 6 at Page 24 of the Public Records of Monroe County, Florida; and

WHEREAS, the Developer desires to extend to certain portions of Tract A and Tract B described above the scheme of covenants and restrictions as set forth in the Declaration of Covenants and Restrictions, recorded in official record book 436, commencing at page 140;

FILED FOR RECORD

1970 JAN 26 AM 11:37

FRED A. ANAS, CLERK OF CIRCUIT COURT, MONROE COUNTY, FLORIDA

DCA 09-HA-114

ATTACHMENT B

NOW, THEREFORE, the Developer declares that the real property situated in Monroe County, Florida, described below is and shall be held, transferred, conveyed, sold and occupied subject to the covenants, restrictions, easements, charges and liens, all as set forth in that certain Declaration of Covenants and Restrictions dated July 18, 1959, and recorded in official record book 438, commencing at page 140 of the Public Records of Monroe County, Florida.

The real property hereby made subject to said covenants and restrictions, and as hereinafter modified with respect to certain lots, is situated in Monroe County, Florida, and described as follows:

Lots 98 to 200, both inclusive, in Port Antigua, Plat No. 3-4, a subdivision in Monroe County, Florida, according to plat thereof recorded in Plat Book 4 at Page 24 of the Public Records of Monroe County, Florida

AND

Lots 201 to 331, both inclusive, in Port Antigua, Plat No. 5-6, a subdivision in Monroe County, Florida, according to plat thereof recorded in Plat Book 6 at Page 25 of the Public Records of Monroe County, Florida.

Anything in said Declaration of Covenants and Restrictions to the contrary notwithstanding, subject to any applicable zoning restrictions and to approval of the Architectural Control Committee as provided in Article VII of said Declaration of Covenants and Restrictions, the Developer may authorize improvement of certain lots in a manner not provided in the aforementioned Declaration of Covenants and Restrictions, to wit:

1. Lots 145, 146, 147, 148, 149, 150, 201, 202, 203 and 325 may be developed with condominium or apartment structures not to exceed two stories in height and containing not more than four dwelling units.
2. Lots 327, 328, 329, 330 and 331 may be developed with condominium or apartment structures, the size of which will not exceed the restrictions outlined by the Monroe County Health Department at the time of building.
3. Lots 262 through 282, both inclusive, need be bulk-headed only with respect to the portion of the frontage of each lot intended to be used for docking accommodations.
4. With respect to all of the lots included in Port Antigua Plats 3-4 and 5-6, no dock shall extend more than five feet from the bulkhead into any canal.

IN WITNESS WHEREOF, the foregoing instrument has been executed and its corporate seal thereunto affixed on the date and year first above written by the officers of the undersigned thereunto duly authorized.

THE BRANIGAR ORGANIZATION, INC.

By: Margaret O. Halton
Vice President

ATTEST: Robert D. San
SECRETARY



STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Margaret O. Halton personally known to me to be the Vice President of THE BRANIGAR ORGANIZATION, INC. and Robert D. San personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument as Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 12th day of January, 1940.

Walter H. Halton
Notary Public

My Commission expires January 21, 1941



STATE OF FLORIDA
COUNTY OF MONROE

This Copy is a True Copy
Original of this of
my hand and official Seal

This 11th day
A.D. 2040

Walter H. Halton
Notary Public

MONROE COUNTY
OFFICIAL RECORDS



STATE OF FLORIDA

Doc# 1747441
BKN 2418 Pgn 2094

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

June 1, 2009

Lee R. Rohe, Esquire, P.A.
Post Office Box 420259
Summerland Key, Florida 33042

RE: Port Antigua – Covenant Revitalization Submittal
Port Antigua Property Owners Association, Inc. – Monroe County
DCA09-HA-114

Dear Mr. Rohe:

The Department has reviewed the declaration of covenants, supplemental declaration, and other governing documents for Port Antigua / Port Antigua Property Owners Association, Inc., and has determined that the documents comply with the requirements of Section 720.406, Florida Statutes (F.S.). Copies of the Declaration of Covenants and Restrictions and Supplemental Declaration that are approved by the Department for revitalization are attached hereto as Attachments A & B.

Please be advised that Sections 720.407(1) and (2), F.S. require that no later than 30 days after receiving this letter, the organizing committee shall file the articles of incorporation of the association with the Division of Corporations of the Department of State if the articles have not been previously filed with the division. The president and secretary of the association shall execute the revived declaration and other governing documents in the name of the association, and have the documents recorded with the clerk of the circuit court in the county where the affected parcels are located no later than 30 days after receiving approval from the Division of Corporations.

Pursuant to Section 720.407(4), F.S., a complete copy of all of the approved, recorded documents must be mailed or hand delivered to the owner of each affected parcel. The revived declaration and other governing documents will be effective upon recordation in the public records. Unless we hear from you within 30 days to make other arrangements, the paper documents you submitted to the Department of Community Affairs will be disposed of after they have been scanned for electronic storage.

If you have any questions concerning this matter, please contact Leslie O. Anderson-Adams, Assistant General Counsel at (850) 922-1689 or Johnna Mattson, Plan Processor at (850) 921-3761.

Sincerely,

Charles Gauthier, AICP
Director, Division of Community Planning

2555 SHUMARD OAK BOULEVARD • TALLAHASSEE, FL 32399-2100
850-488-8466 (p) • 850-921-0781 (f) • Website: www.dca.state.fl.us

• COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) • FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) •
• HOUSING AND COMMUNITY DEVELOPMENT 850-488-7956 (p) 850-922-5623 (f) •

**REVITALIZED DECLARATION OF COVENANTS AND RESTRICTIONS
AND SUPPLEMENTAL DECLARATION FOR PORT ANTIGUA PROPERTY
OWNERS ASSOCIATION**

IN WITNESS WHEREOF, pursuant to Section 720.407 (2), Florida Statutes
(2009), the foregoing attached instruments known as DCA 09-HA-114,
ATTACHMENT A and DCA 09-HA-114, ATTACHMENT B, previously recorded in
OR Book 436, Pages 140 -150 and OR Book 445, Pages 1054-1056, respectively, of the
Official Records of Monroe County, Florida have been executed on the date and year
written below by the President and Secretary of PORT ANTIGUA PROPERTY
OWNERS ASSOCIATION, INC. thereunto duly authorized.

MADE AND EXECUTED on June 18th, 2009.

Executed in the presence of:

PORT ANTIGUA PROPERTY OWNERS
ASSOCIATION, INC.

Printed Name:

Address:

PETER KUPPER

Printed Name:

Address: 460 ELLISON DE MANTOLOKING A-2

BY:

Charles Kupper, President

Jeanette Tartaglino
10 Stockton Rd
New Brunswick NJ 08901

Executed in the presence of:

PORT ANTIGUA PROPERTY OWNERS
ASSOCIATION, INC.

Printed Name:

Address:

Printed Name:

Address:

BY:

John Kost, Secretary

Adriana Cypriano
80900 Overseas Hwy.
Islamorada, FL 33066

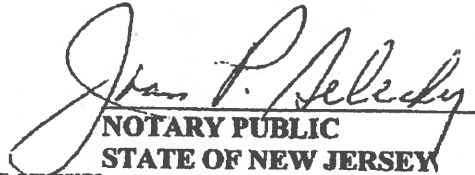
Danette Newberry

STATE OF NEW JERSEY)
) SS
COUNTY OF OCEAN)

Doc# 1747441
Bk# 2418 Pg# 2093

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that Charles Kupper, personally known to me to be the President
of PORT ANTIGUA PROPERTY OWNERS ASSOCIATION, INC., appeared
before me this 12th day of June, 2009 in person and acknowledged that as President, he
signed and delivered the said instrument, pursuant to the authority given by the Board of
Directors of PORT ANTIGUA PROPERTY OWNERS ASSOCIATION, INC., as his
free and voluntary act, and as the free and voluntary act and deed of the said corporation,
for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of June, 2009.


NOTARY PUBLIC
STATE OF NEW JERSEY

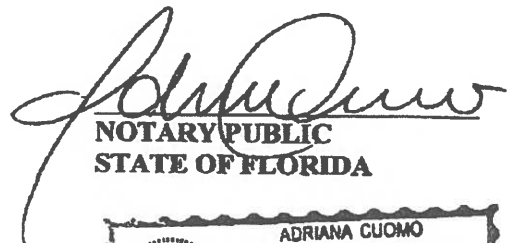
JOAN P. SELESKY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAR. 28, 2014

My Commission Expires:

STATE OF FLORIDA)
) SS
COUNTY OF MONROE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY that John Kost, personally known to me to be the Secretary of
PORT ANTIGUA PROPERTY OWNERS ASSOCIATION, INC., appeared before
me this 18 day of June, 2009 in person and acknowledged that as Secretary, he signed
and delivered the said instrument, pursuant to the authority given by the Board of
Directors of PORT ANTIGUA PROPERTY OWNERS ASSOCIATION, INC., as his
free and voluntary act, and as the free and voluntary act and deed of the said corporation,
for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of June, 2009.


NOTARY PUBLIC
STATE OF FLORIDA

My Commission Expires: 5/22/10

