

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
PELICAN BAY PHASE 1 AND PELICAN BAY PHASE 2**

(“Substantial rewording. See governing documents for current text.”)

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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Pelican Bay Subdivision Phase 1 and Pelican Bay Subdivision Phase 2**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this 13th day of November, 2023 after a duly called meeting of the members of the Association and approval of voting interests in excess of 66% (2/3) of the total voting interest of the Association, pursuant to the Declaration of Covenants, Conditions, and Restrictions for Pelican Bay Subdivision Phase 1 (the "Existing Declaration") and Phase 2, and the Bylaws of Pelican Bay Owners Association, Inc.

RECITALS

WHEREAS, Carver Investments, Inc., a Florida Corporation, was the Declarant at the time of the creation and recordation of the Declaration of Covenants, Conditions and Restrictions for Pelican Bay Subdivision, Phase 1 and Pelican Bay Subdivision, Phase 2, and it was the owner of fee simple title to those certain parcels of real property located in the City of Santa Rosa Beach, Walton County, Florida (the "Property") which are more particularly described on the Plat entitled Pelican Bay Subdivision Phase 2 A Resubdivision Of Lots 5-11 Santa Rosa Plantation Company's Subdivision in Section 24, Township 2 South, Range 21 West, Range 21 West, Walton County, Florida, recorded in Plat Book 11, Page 8 of the Walton County Public Records, and Pelican Bay Subdivision Phase 1, A Part Of Lots 3-6 Santa Rosa Plantation Company's Subdivision in Section 24, Township 2 South, Range 21 West, Walton County, Florida, recorded in Plat Book 10, Page 28 of the Walton County Public Records. (See Exhibit "A" for Legal Description and Exhibit B for the "Plats"), and it was the Declarant referenced in the Declaration of Covenants, Conditions, and Restriction for Pelican Bay Subdivision, Phase 1, dated January 28, 1994, and recorded at Official Records Book 1091, Page 119 of the Public Records of Walton County, Florida, and it was the Declarant referenced in the Declaration of Covenants, Conditions and Restrictions of Pelican Bay Subdivision, Phase 2 dated September 22, 1994, and recorded at Official Records Book 1188, Page 159 of the Public Records of Walton County, Florida, (collectively referred to herein as the "Original Declarations"); and

WHEREAS, CARVER INVESTMENTS, INC. intended to develop the Property as a residential development to be known as PELICAN BAY SUBDIVISION PHASE 1 ("PELICAN BAY PHASE 1"- hereinafter the "Subdivisions") and PELICAN BAY SUBDIVISION PHASE 2 ("PELICAN BAY PHASE 2"- hereinafter the "Subdivisions") to be occupied and maintained as a residential development for the mutual and common advantage of all occupants and owners thereof to occupy and own the Property subject to the provisions of the Original Declarations recorded and all other rules and regulations applicable to the Property, and to be governed by a mandatory owner's association; and

WHEREAS, the Pelican Bay Owners Association, Inc., a Florida not for profit corporation, is the "Association" named and designated in the Original Declarations, has determined that the two distinct set of governing documents, Declaration of Covenants, Conditions, and Restrictions for Pelican Bay Subdivision Phase 1 and Declaration of Covenants, Conditions, and Restrictions of for Pelican Bay Subdivision Phase 2 and the Bylaws of the Pelican Bay Owners Association, Inc. no longer enable and aid the establishment and maintenance of the residential community for the maximum benefit and enjoyment of the property herein, and their guests, as they have become outdated; and

WHEREAS, owners have deemed it desirable to provide for the preservation, protection, enhancement of the values and common property in Pelican Bay, and to protect their enjoyment of the specific rights, privileges, agreements herein set forth by creating a united, complete, amended and reinstated Declaration of Covenants, Conditions, and Restrictions for all Pelican Bay, to include Phase 1 and Phase 2 uniformly so the Pelican Bay Owners Association, Inc. can be assigned the power and responsibility of administering and entering the covenants, conditions, restrictions, easements, charges and liens, and collecting and disbursing the assessments and charges herein created; and

WHEREAS, the requisite number of Owners in the Subdivision by approving and joining in this Declaration desire to provide for the preservation and enhancement of the Property and for the maintenance of the Property

and the improvements thereon, and in order to accomplish such objectives, they desire to subject the Property, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner of a portion thereof; and

WHEREAS the Owners deem it desirable for the non-profit corporation, Pelican Bay Owners Association, Inc., to be charged with the rights and responsibilities of enforcing the covenants, conditions and restrictions hereinafter set forth ensuring owner compliance of such covenants.

ARTICLE I. DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

Section 1.0 Approved Builder

Approved Builder shall mean those licensed general contractors meeting the criteria of the State of Florida and/or Walton County therein.

Section 1.1 Articles

"Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time. (Exhibit "C")

Section 1.2 Assessments

"Assessments" shall mean any sum of money payable to the Association which if unpaid can result in a lien against an Owner's Lot, including, without limitation, the classes of Annual, Specific (Individual Lot Assessments) and Special Assessments provided for in Article VIII of this Declaration.

Section 1.3 Association

"Association" shall mean and refer to the Pelican Bay Owners Association, Inc., a Florida non-profit corporation, its successors, and assigns.

Section 1.4 Board

"Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 1.5 Bylaws

"Bylaws" shall mean the Bylaws of the Association, as amended from time to time (See Exhibit "D").

Section 1.6 Common Area/Common Property

"Common Area" shall mean the property which is owned by the Association for the common use, benefit, and exclusive enjoyment of all of the Owners. The Common Area dedicated to the Association is described as those areas designated as Common Area on the Plat(s).

Section 1.7 Common Roads

"Common Roads" shall mean the roadway rights-of-way as shown on the Plat(s). The Association owns the Common Roads, and as the owner, the Association and its members shall have non-exclusive easement rights for ingress and egress over the roads as defined in Section 10.5.

Section 1.8 ARB/ADR

"ARB" or "Architectural Review Board" shall mean and refer to the Pelican Bay Architectural Review Board, which shall administer the Architectural Design Regulations ("ADR"). The Architectural Design Regulations shall mean the architectural and construction guidelines and regulations and application and review procedures applicable to all or any portion of the Lots for promulgated and administered pursuant to Article 7 herein. A true and accurate copy of the ADRs are attached hereto and incorporated herein as Exhibit "E". In the event the ARB fails to be operational, the HOA Board of Directors shall have the authority to serve as a temporary ARB until such time as a new ARB can be appointed.

Section 1.9 Easement Areas

"Easement Areas" shall mean those areas designated as easement areas on the Plat(s).

Section 1.10 Preservation Areas

Shall mean any areas designated for preservation areas by the Pelican Bay Owners Association, Inc., the City of Santa Rosa Beach officials or specified within the Plats.

Section 1.11 Lots

"Lot" shall mean each numbered lot, as shown by the Plat(s).

Section 1.12 Member

"Member" shall mean every person or entity who is an Owner of a Lot within the Property.

Section 1.13 Owner

"Owner" shall mean and refer to the record Owner, whether one or more person or entities, of the fee simple title to any Lot, which is part of the Properties. Whenever this Declaration provides a use or enjoyment restriction that an Owner can or cannot do, or if the Owner fails to do certain acts or things, then the Owner shall also be deemed to include the Owner's family, guests, tenants, and purchasers, pursuant to an unrecorded contract.

Section 1.14 Plat

"Plat" or "Plat(s)" shall mean that certain real property which is recorded in the Public Records of Walton County, Florida, together with any plat of additional property added to the Properties.

Section 1.15 Property

"Property" or "Properties" shall mean lots 1-18 (Phase I) as shown on the plat of same which is recorded in Plat Book 10, Page 28 of the Official Records of Walton County, Florida and Lots 19-79 (Phase 2) as shown on the Plat of the same which is recorded in Plat Book 11, Pages 8, 8A, and 8B of the Official Records of Walton County, Florida.

Section 1.16 Residential Lot

"Residential Lot" shall mean each Lot already developed for use as a single-family home.

Section 1.17 Subdivision

"Subdivision" shall mean the subdivided real property shown on the plat recorded in Plat Book 10, Page 28 (Phase I) of the Official Records of Walton County, Florida and the subdivided real property shown on the Plat recorded in Plat Book 11, Pages 8, 8A, and 8B (Phase 2) of the Official Records of Walton County, Florida.

Section 1.18 Voting Interest

"Voting Interest" shall mean the Owners' membership and voting rights in the Association.

Section 1.19 Residential Owner

"Residential Owner" shall mean any Person who holds record fee simple title to any Residential Lot. If more than one Person holds such title, all such persons are Owners, jointly and severally.

Section 1.20 Stormwater Management System

"Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

Section 1.21 Maintenance

"Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, docks, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excluded. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 1.22 Non-compliance Enforcement Procedure

Should a violation of these Covenants occur then the Association, through its Board of Directors, shall provide written notice of the violation. If no resolution is obtained within 30 days, then a second written notice of the violation will be delivered giving an extra 30 days to correct the violation. A specific lot assessment will be applied if no resolution exists at the end of the 60-day period. The specific lot assessment shall range from 10% of annual dues to a maximum of 100% of annual dues plus the cost of any licensed repair work, depending on the severity of the offense as voted on by the Board. The Specific Lot Assessment is further described in Article VIII, Section 8.1 of this Declaration.

Section 1.23 Mortgage

"Mortgage" shall mean any mortgage, security deed, deed of trust, installment land sales contract, or any other similar instrument used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

Section 1.24 Good Standing

A person in good standing is regarded as having complied with all their explicit obligations within the Pelican Bay Association, while not being subject to any form of sanction, suspension or disciplinary censure.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

Section 2.1 Existing Property

The Property, Lots, Common Areas and Facilities which are and may be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Santa Rosa Beach, Florida as described on the Plat recorded in the Public Records of Walton County, Florida, and as described above in this Declaration.

ARTICLE III. ASSOCIATION RIGHTS AND OBLIGATIONS

The operation of the Association shall be vested in the Pelican Bay Owners Association, Inc., a Florida non-profit corporation.

Section 3.1 Assignment of Maintenance Duties

A. Owners. Each Owner shall have the legal obligation to care for and maintain all of his/her Lot, including exterior and interior maintenance of his/her home and any other structure located on his/her Lot. Each Owner shall also be responsible for painting, maintaining, and restoring all exterior finishes on his/her home and any other structure and shall be responsible for maintaining the yard and landscaping of his/her Lot. Should an owner fail to maintain their property in good order and repair please refer to the Non-compliance enforcement procedure in Article 1.22 of this document. The Specific Lot Assessment is further described in Article VIII, Section 8.1 of this Declaration.

B. The Association. This Declaration shall serve as an assignment to the Association of the following duties which otherwise would be performed by the Owner:

(i) Maintenance of common parking areas and roadways and exterior lighting within the Property but not attached to an Owner's house or other structure or otherwise located on or within a Lot.

(ii) Maintenance of the common area stormwater drainage system as defined below.

Section 3.2 Acting for the Association

No Lot Owner, except in his/her capacity as an officer of the Association, shall have any authority to act for the Association.

Section 3.3 Powers and Duties of the Association.

The powers and duties of the Association shall include those set forth herein, in the Bylaws and the Articles of Incorporation, but in addition thereto, the Association shall have:

- A. After a reasonable attempt to contact the lot owner the Association shall have the irrevocable right to access each Lot from time to time during reasonable hours as may be necessary for making emergency repairs therein necessary to prevent damage to the Common Areas or Facilities or to another Lot or Lots for the safety of all concerned.
- B. To make and collect assessments, to maintain, repair and replace the Common Areas and Common Area Facilities.
- C. Maintain accounting records according to good accounting principles which shall be open to inspection by Owners during reasonable business hours.
- D.. Prescribe and enforce such rules, covenants, regulations, and restrictions as are specified in this Declaration, and amend said rules and restrictions from time to time as necessary; and prepare an annual budget.

Section 3.4 Stormwater Management System

The Association shall be responsible for the continuance of operation, repair, and maintenance of the Stormwater Management System as exempted or permitted by Walton County and the State of Florida, as set out in the Drainage Calculations for Pelican Bay submitted to Walton County CWI Project Number 9301-32 on September 30, 1993 and as revised on October 15, 1993 and November 30, 1993 and the accompanying drainage plans. (See Exhibit A and B). Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Northwest Florida Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the Northwest Florida Water Management District.

The Association shall establish rules and regulations and contract for services to provide the services for the operation and maintenance of the stormwater management system. The swales at the front of each lot should allow initial retention and then free flow into the designated wetlands of the neighborhood as designed by the developer.

It is the responsibility of the lot owner to ensure water flows across their lot as designated. Appendix F in this document contains a map of the drainage plan for Pelican Bay.

ARTICLE IV. MEMBERSHIP AND VOTING RIGHTS

Section 4.1 Membership

Every Owner of a Lot shall become a Member of the Association. If title to a Lot is held by more than one Person, each such Person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned (subject to Section 4.3 below). Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title. No person other than an Owner may be a Member of the Association, and membership in the Association may not be transferred except by the transfer of title to a Lot.

Section 4.2 Voting

The Association shall have one class of membership and every owner of a lot shall be entitled to cast one vote for each Lot owned.

Section 4.3 Co-Ownership

If more than one Person owns an interest in any Lot, or if more than one Person owns separate portions of a Lot, all such Persons are Members; but there may be only one vote in the aggregate cast with respect to each such Lot. Such vote may be exercised as the Co-Owners determine among themselves; but no split vote is permitted among Co-Owners. Prior to any meeting at which a vote is to be taken, each Co-Owner must file the name of the voting Co-Owner with the secretary of the Association to be entitled to vote at such meeting, unless such Co-Owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held jointly, either partner is entitled to cast the vote for such Lot unless and until the Association is notified by either spouse otherwise in writing.

Section 4.4 Class B Termination

The Class B membership referenced in the original Declarations is terminated.

ARTICLE V. OWNERS RIGHTS

Section 5.1 Individual Lots.

Every Owner shall have a right to the quiet enjoyment in and to his individual Lot, subject to the following provisions:

- A. Utility Easements. Easements for installation and maintenance of utilities and drainage are shown on the recorder subdivision map through and across each and every Lot for the installation and maintenance of utilities and utility lines as they presently exist or as they may exist in the future. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage or interfere with or change direction of the flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of each lot, except for improvements for maintenance of which a public authority or utility company is responsible.
- B. Maintenance Easement. A right of access, during reasonable times and with reasonable notice, for the purpose of maintaining any portion of the Property to which the Association is assigned maintenance responsibility.

Section 5.2 Common Area

Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, subject to:

- A. This Declaration and any other applicable covenants; including restrictions related to preservation and maintenance of Preservation Areas.
- B. Any restrictions or limitations contained in any deed conveying such property to the Association.
- C. The right of the Board of Directors to suspend the right of an Owner to use recreational facilities within the Common Area for any period during which any charge against such Owner's Lot remains delinquent.
- D. The right of the Association, acting through the Board of Directors, to dedicate or transfer all or any part of the Common Area pursuant to the Declaration, Bylaws and Articles and would require a 2/3 vote of approval from the membership.
- E. Use of the dock associated with the community park is restricted to daylight hours. No boat should remain on this dock overnight.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees and social invitees. An Owner who leases his or her Lot shall be deemed to have assigned all such use and enjoyment rights to the lessee of such Lot.

Section 5.3 Damage or Destruction of Common Areas by Owner

In the event any Common Areas or Facilities or personal property of the Association are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees, or members of his family because of negligence or misuse, such Owner does hereby authorize the Association to repair the damaged area as determined by due process should the owner be found liable. The Association shall repair the damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become an Individual Lot Assessment payable by the responsible Owner.

ARTICLE VI. USE RESTRICTIONS

The subdivision should be occupied and used only as follows:

Section 6.1 Allowable Uses

Both residential and undeveloped lots shown on the initial property subject to this Declaration as described herein shall be used as a residence for a single-family residential purpose and for no other purpose. Only one primary residence shall be constructed on each Residential Lot. No commercial business of any kind shall be conducted on any lot.

Section 6.2 Subdivision

Lots may not be subdivided or separated into smaller lots, or any portion of a Lot separately conveyed, except by the Pelican Bay Owners Association, Inc., with specific written consent of the Board. However, this provision shall not prohibit corrective deeds or similar corrective instruments. The Association shall have the right to modify Plats to adjust lot boundary lines, with consent only of those Owners whose Lot boundaries are to be changed. So long as it complies with the Walton County ordinances, two lots may be fused to create one Residential Lot.

Section 6.3 Renting

Residential dwellings may be rented, subject only to rules and regulations established by the Association. No rental of a residential dwelling shall be for a period less than 1 year (12 months). Rentals apply only to the whole residential dwelling. Short term rentals are not allowed which includes any form of timeshare. Air B&B and VRBO are not allowed. All leases or rental agreements pertaining to a Lot shall be in writing and shall specifically subject the lessee to the requirements of this Declaration, and to all rules and regulations, which shall have been properly promulgated. A copy of each such lease (and renewals) shall be provided to the Association upon execution by the Owner. A carriage house shall not be rented separately from the primary residence.

Section 6.4 Offensive Activities

No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owners of other Lots. As per Walton County noise ordinance.

Section 6.5 Fires

No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Lots or land contiguous thereto.

Section 6.6 Parking of Vehicles Trailers and Boats

No automobile, truck, boat, boat and trailer, mobile home, recreational vehicle, camper, or other similar vehicle shall be parked, stored, or otherwise permitted to remain overnight on any roadway including the unpaved portion of the right of way thereof. No automobile, truck or other similar vehicle shall be parked, stored, or otherwise permitted to remain for any period on any unpaved portion of a lot. Paved could include gravel, pavers, concrete and/or paving stones and should be in keeping with existing pathways. No utility trailer, recreational vehicle, camper, or other similar vehicle shall be parked, stored, or otherwise permitted to remain for any period on any lot except in an approved garage or obscured from public view by either natural or artificial

means. Automobiles may be parked only in the garage or driveway of a Lot or such other areas intended for parking or approved by the Architectural Review Board. Temporary common area parking is available at the tennis court only for properly registered vehicles. All parking shall be in accordance with rules and regulations adopted by the Association. Parking of a boat and trailer or boat trailer at a residence will be considered on a case by case basis by the Association Board. Boats must always be stored on their registered trailer. The Association reserves the right to regulate or prohibit the parking of disabled automobiles, trucks, buses, mobile homes, recreational vehicles, and boats. ARB approval should be obtained for any driveway extension.

Section 6.7 Animals

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or on the common property. Household pets may be kept by an Owner on his/her Lot, but only if such pets do not cause a disturbance or annoyance within the Subdivision and are not in violation of Walton County statutes.

Section 6.8 Insurance

Nothing shall be done or kept on any Lot or the Common Area, which will increase the rate of, or result in cancellation of, insurance for Common Areas, Lots, or the contents thereof, without the prior written consent of the Association.

Section 6.9 Signs

No signs of any kind shall be displayed on the property except signs as specified in the ARB guidelines. Section V111 Architectural standards and Criteria, Section 13.

Section 6.10 Attractiveness of Lots

It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of the building or grounds on their own Lot, which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. All Lots and buildings shall be maintained in a neat, clean, and well-kept condition. Preservation Areas, which retain the natural vegetation or are restored to a natural regime, shall be maintained to preserve, and enhance their natural character. No garbage, trash, ashes, refuse, house trailers, junk or other waste shall be thrown, dumped, placed, or kept on any of the above-described Areas or lands contiguous thereto. All garbage shall be kept in sanitary containers. In the event of an Owner's failure to properly maintain or repair in accordance with the requirements of this section please refer to the Non-compliance Enforcement Procedure in section 1.22 of this document.

Section 6.11 Air Conditioning Units

No window or wall air conditioning units shall be permitted. All air conditioning compressors shall be screened from view and insulated by a fence or shrubbery to minimize noise.

Section 6.12 Utility Services and Communications Equipment

All electrical service, telephone lines, television cables, natural gas lines, communication system lines and similar items shall be placed underground. Exposed or exterior radio or television transmission or receiving antennas, as well as parabolic dishes or satellite dishes, when installed in a manner, which minimizes visual impacts, may be permitted at the Architectural Review Board's sole discretion.

Section 6.13 Clothes Drying

No clothes lines shall be located upon a Lot to be visible from any street or from any adjoining real property.

Section 6.14 Temporary Structures

The Association may prohibit or regulate structures of a temporary character, trailers, tents, shacks, barns, sheds, or other outbuildings.

Section 6.15 Common Area Use

The Association may promulgate rules and regulations to define and restrict the use of the Common Areas and Preservation Areas and any structures, which may be constructed thereon by the Owners or the Association.

Section 6.16 Water and Sewer Service

All water, excepting only that utilized for irrigation purposes, used by any Owner shall be obtained from the

approved local public utility company, a Florida non-profit corporation, its successors or assigns. All sewage must be disposed of through the sewage lines owned and controlled by the appropriate public utility organization, its successors or assigns.

Section 6.17 Initial Rules and Regulations

A. Promulgation. The initial rules and regulations for the Association and the use of the Common Area shall be promulgated by the Association and may be not only as to those matters and subjects identified in this Declaration but may also be as to any matter and subject, the regulation of which shall be needed to govern misconduct or to promote harmony among the Owners.

B. Amendment. The initial Rules and Regulations for the Association shall be amended only by the Board of Directors of the Association.

ARTICLE VII. ARCHITECTURAL REVIEW

Section 7. 1 Architectural Review Board

Composition. The Association Board of Directors shall appoint an Architectural Review Board consisting of not less than three (3) nor more than five (5) persons. The Association may select any successor or replacement to the Architectural Review Board. The Architectural Review Board members shall thereafter be annually appointed by the Association's Board of Directors. In the event of any resignation or vacancy, the remaining members shall exercise the Architectural Review Board's authority until a replacement has been made. In the absence of an ARB, all duties shall be exercised by the HOA Board of Directors until such ARB can be established.

Section 7. 2 Approved Designers and Builders

All designers and builders of improvements on Lots must be insured and licensed through the codes of Walton County and/or the State of Florida.

Section 7. 3 Review Procedure/Architectural Design Regulations

A. Construction Subject to Review. All construction or modification (except interior alterations not affecting the external structure or appearance of any structure) on any Lot or within the Common Area must comply with the ADR and be approved in advance by the ARB. Modifications subject to review specifically include, but are not limited to, painting or other alteration of a structure (including doors, windows and trim); replacement of roof or other parts of structures other than when using the same color or look as the original approved color and material; installation of antennas, satellite dishes or receivers, or other devices; construction of swimming pools, spas or other pools, construction of privacy walls or other fences or gates; addition of dock and dock canopy; any individual wells and any substantial material alteration of the landscaping or topography of the Subdivision. The listing of a category above does not imply that such construction is permitted. Solar panels are allowed as provided in Chapter 163, Florida Statutes (2022 and as the same may be amended from time to time), subject to the Association's right to restrict where the solar panels may be placed.

B. Application. The plans to be submitted for approval shall include the construction plans and specifications, including all proposed clearing and landscaping, elevations of all improvements, and such other items as required by the ARB which are detailed in the ADR document. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with such plan. Any modification to the approved plan must be reviewed and approved by separate application.

C. Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the ARB and the Walton County Building Code, the quality of workmanship and material

and harmony of design with surrounding structures. The ARB may also consider other factors, including purely aesthetic considerations, which in the sole opinion of the ARB will affect the desirability or suitability of the construction.

Applicants may be required to resubmit for design approvals if construction of approved improvements does not commence within 180 days from approval by the ARB.

D. Uniform Procedures.

(i) Review Procedure: The ARB shall establish written criteria to be used in reviewing all plans, specifications and details submitted for approval. The ARB shall have the authority to promulgate regulations pertaining to all types of structures including, but not limited to, landscaping, fencing and walls.

(ii) Construction Regulations: The ADR establishes regulations governing procedures and behavior of contractors, materials, suppliers, and other construction related visitors, which may be amended from time to time. No construction, reconstruction, remodeling, alterations or addition to any driveway, building, structure of any kind, upon any tract in the development, shall be commenced without the prior written approval of the ARB of the proposed site location, plans and specifications. Specifics of fencing are addressed in the Architectural Design Regulations (ADR) in Section 14.

E. Notification: Construction. The ARB shall notify the applicant of its decision within 30 days of submittal of all required documents. If approval is given, then the ARB shall issue a Notification of Approval to the applicant and construction of the improvements may begin. If no action is taken by the ARB within the 30-day period, then construction of the improvements may begin. All construction must comply with the submitted plans.

F. Enforcement. If any construction is begun which has not been approved or which deviates from the approved plans, the ARB, or the Association may bring an action for specific performance, declaratory decree, or injunction. In addition, other remedies provided under this Declaration shall apply.

G. Contractors and Suppliers. The Owner must ensure construction contractors and suppliers providing services and materials within the Subdivision are aware of, and agree to by signing the Contractor/Sub-contractor Standards documented in Appendix D document before starting work.. Construction contractors who are unwilling to comply with the construction regulations or who continue to violate the construction regulations may be prohibited from building within the Subdivision by vote of the Board of Directors. Notice of a banned contractor will be filed by the Board and notified to all Owners.

Section 7.4 Liability

Approval by the ARB of an application shall not constitute a basis for any liability of members of the ARB, the Board of Directors of the Association, or the Association, as regards failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements.

ARTICLE VIII. ASSESSMENTS

Section 8.1 Creation of the Lien and Personal Obligations of Assessments

Each owner of a Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of title thereunto, whether or not it shall be so expressed in such deed or other conveying instrument, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges as hereinafter specified (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (c) specific assessments ("Specific Lot Assessments") imposed upon an individual Owner for repair or maintenance necessitated by the willful or negligent act of the Owner, his family, or their guests, tenants, their invitees, their contractors, their employees, or their agents. The annual, specific and

special assessments, together with interest, costs and reasonable attorney's fees, 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 interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Such personal obligation for delinquent assessments shall become a joint and several obligation of the Owner's successors in title upon transfer of a Lot while delinquent assessments are outstanding.

Section 8.2 Purposes of Assessments

The Assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, enjoyment and recreation of the residents in the subdivision, and for the management and maintenance of the Common Areas. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- A. Maintenance and repair of the common areas.
- B. Water, garbage, electrical, lighting, and other necessary utility service for the common areas.
- C. Acquisition of furnishings and equipment for the common area as may be determined by the Association including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- D. Insurance policies as detailed in Article 1X of this document.
- E. Any other materials, supplies, furniture, labor services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be natural and proper in the opinion of the Board of Directors of the Association for the operation of the common areas, for the benefit of the lot owners, or for the enforcement of these restrictions.

As a part of the annual assessment the Association shall establish reserves for working capital, contingencies, Common Area and Preservation Areas expenditures including capital improvements, repairs, maintenance, and replacements.

The amount of annual assessments shall be the same for all lots, improved or unimproved.

If the need for maintenance or repair of Common Areas and/or Preservation Areas is caused through the willful or negligent act of the Owner, his family or guests, his invitees, his contractors, employees, or agents, the costs of such maintenance or repairs shall be a Specific Lot Assessment and become a part of the assessment to which such Lot is subject.

Section 8.3 Annual Assessment

The annual assessment shall be payable at such times and in such amounts as may be determined by the Board of Directors. The maximum annual increase should be no more than 15% above the previous year's assessment without a vote from the members at each annual membership meeting, or at a special meeting properly called for such purpose, the amount of the annual assessment if greater than 15% shall be established and approved by a majority of the voting interests present and voting at a meeting of the membership called for such purpose. Annual assessments shall be determined by the Board of Directors and notified to the owners by December 1st. Annual assessment is due on January 1st.

The annual assessments provided for herein shall commence as to each Lot on the date approved by the Association. The first assessment shall be paid in advance when the Owner takes title to its Lot. Written notice of the annual assessment shall be sent to every Owner subject thereto via electronic or regular U.S. Mail. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

Section 8.4 Special Assessments

In addition to Annual Assessments the Association may levy in any calendar year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair or replacement of a capital improvement on or of the common property. Any such assessment must have the written assent of two thirds (2/3) of the voting interests.

Notwithstanding anything to the contrary, the Owners acknowledge that while the Subdivision has been platted, not all the improvements have been completed, and individual lots may receive special assessments for the cost of improvements as they are constructed and/or delivered to their individual lot.

Section 8.5 Notice and Quorum for any Action Authorized Under Sections 8.3, 8.4

Written notice of any meeting called for the purpose of taking any action authorized under Section 8.3, or 8.4 shall be sent to all members not less than 14 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast ten percent (10%) of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 8.6 Effect of Nonpayment of Assessments - Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against any past or present Owner(s) personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot. Any Owner who has not satisfied his/her assessment within 60 days of the Final Notice shall have his/her access to common areas suspended until such assessments are satisfied. Any owner who has had their common area use access suspended shall automatically have his/her voting rights suspended. Any suspension shall remain in effect until all assessment fees are paid. Suspension of Common Area usage refers to the use of the dock, tennis court plus parking area and Pelican Bay park area.

Section 8.7 Subordination of the Lien to Mortgage

The lien of the assessments provided for herein shall be subordinate to the lien of a purchase money mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Notwithstanding the above, the Association shall maintain the right to collect assessments from any mortgagees pursuant to the provisions of Chapter 720, Florida Statutes.

Section 8.8 Capital Contributions Upon Sale of Lot

Upon transfer of each Lot in the subdivision, the Purchaser shall pay at closing to the Association a capital contribution. The capital contribution for the transfer of any lot is a flat fee as determined from time to time by the Board of Directors and notified to owners.

ARTICLE IX. INSURANCE AND CASUALTY LOSSES

Section 9.1 Association Authorized to Insure

The Association will purchase insurance to provide the following described coverages and such other types of insurance as the Association deems advisable:

A. Liability Insurance. Comprehensive general liability insurance coverage covering all Common Areas, and public ways as are owned by the Association. Coverage under such policies may include, without limitation, legal liability of the insured for property damage, bodily injuries and death of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to employment contracts of the Association. Such coverage shall include, if available, a cross liability endorsement to cover liabilities of the Owners as a group or as an Association to an individual Owner.

B. Fidelity Bonds. Fidelity bonds may be required to be maintained by the Association for all officers,

directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. If the responsibility for the handling of funds has been delegated to a management agent, fidelity bonds may also be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Association. Such fidelity bond coverage shall be based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent at any given time during the term of each bond.

C. Casualty Insurance. Casualty insurance for all improvements to the Common Area to cover the full replacement cost, which coverage may include extended coverage, vandalism, malicious mischief, windstorm, flood, and any other coverage deemed desirable by the Association.

D. Directors' and Officers' Liability. The board will obtain liability insurance insuring against personal loss for actions taken by members of the Board of Directors and/or Officers in the performance of their duties, such coverage to be of the type and amount determined by the Association.

E. Crime and Fidelity Insurance. Crime and Fidelity insurance protects the Association funds by addressing the most common threats to organizations including losses due to employee dishonesty, credit card forgery, computer fraud and theft and the disappearance or destruction of property.

Section 9.2 Premiums

Premiums upon insurance policies purchased by the Association is a common expense of the Association, which shall be included in assessments paid to the Association by the Owners.

Section 9.3 Repair and Reconstruction after Fire or Other Casualty

A. Common Facilities. If fire, windstorm, or other casualty damages or destroys any of the improvements of the Common Areas, the Board shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification approved by the Board. The Board shall obtain funds for such reconstruction first from any available insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhaustion of insurance reserves.

Lots. If fire or other casualty damages or destroys a house or any other improvements on a Lot, other than the improvements that are part of the Common Areas, the Owner of that Lot shall promptly (within 180 days) proceed to do what is necessary to satisfy insurance, fire marshal and county requirements to enable the permits to be issued and the rebuild to be started to restore the property to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Board. If such Owner refuses or fails to begin to repair and rebuild any and all such damage within 180 days, or fails to continue such repair or restoration in an expeditious manner, the Association, by and through its Board, is hereby irrevocably authorized by such Owner to repair and rebuild such improvement, or to remove the damaged improvements from the Lot and dispose of same, and to clean up the Lot, the cost of which repair, rebuilding, removal, disposal and clean up shall be charged to the Owner as an Individual Lot Assessment. Nothing herein shall impose on the Association an obligation to rebuild or repair any improvements on a Lot or Lots.

ARTICLE X. EASEMENTS

Section 10.1 Easements in Favor of the Association

The Owners hereby create and reserve for themselves, their successors and assigns and for the Association the following easements, which shall benefit the Properties:

Utility Easements. A blanket non-exclusive easement upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and

service systems. These systems may include, but are not limited to, water, sewer, drainage, telephone, electricity, natural gas, television, cable or communication lines and other equipment. By virtue of this easement the Association, and its successors or assignees, may install and maintain facilities and equipment, excavate for such purposes, and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of their Lot. Should adjoining properties be affected then the initiating lot owner is responsible for correcting any change due to their actions.

Drainage Easements. A blanket non-exclusive easement and right on, over, under and through the ground within the Properties to maintain and to correct drainage of surface water and other erosion controls within prescribed swales. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health, safety, or appearance or to comply with governmental requirements. The Association shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable. This easement may be exercised by the Association. Without limiting the generality of the foregoing language, the Owner of each Lot shall maintain in good and operational condition and repair the areas of the Owner's Lot constructed or approved for use for storm water management, retention, storage, or treatment based on the Pelican Bay storm water retention and flow system under guidance from the Architectural Review Board. No such area shall be altered, and no improvements shall be placed or allowed to be placed or to remain in such areas without the prior written approval of the Architectural Review Board. Should any Owner not comply with the prescribed swale construction and water flow as specified in Appendix F then the Board has the right to remedy the defect and assess the lot Owner for the cost of such remediation.

Section 10.2 Common Roads and Access Easements

Each Owner shall have the right to use the Common Areas including the private road right-of-way and access easements shown on the Plat. Such easements shall be private and shall not be used by the public. Any Owner may delegate to the members of his/her family, his/her guests, or tenants, while residing at the Owner's dwelling, his/her right of enjoyment of those easements in accordance with such rules and regulations as may be adopted by the Association. Each Owner and the Association shall have a non-exclusive, ingress and egress easement over and across the Common Roads for driving, bicycling and pedestrian circulation in perpetuity. As consideration for and a condition of the Common Road easement granted herein, the Association agrees to pay the cost of maintaining, replacing, and establishing reasonable reserves for the roads, walks, landscaping, irrigation, common parking areas, lighting (if any) and other improvements within the Common Roads with the sole exception of costs associated with parking areas which do not benefit the Association.

Section 10.3 Common Areas

Each Owner shall have an easement to all common areas of the Pelican Bay Subdivision Phase I and Pelican Bay Subdivision Phase 2. Such easements shall be private and shall not be used by the public. Any Owner may delegate to the members of his/her family, his/her guests, or tenants, while residing at the Owner's dwelling, his/her right of enjoyment of those easements in accordance with such rules and regulations as may be adopted by the Association.

Section 10.4 Maintenance of Common Areas

There is hereby reserved to the Association the exclusive right, which shall also be its duty and responsibility, to maintain the Common Areas and Facilities and to maintain, repair and when necessary, replace the drainage system and the storm water drainage system in order that such systems shall be maintained and operated in accordance with the regulations of Walton County and the State of Florida. Grass cutting in the common areas and edging at the roadside throughout the community will be the responsibility of the Association.

All maintenance shall be as specified in this Declaration and in accordance with the Articles of Incorporation, Bylaws and rules and regulations adopted by the Association, if any. Notwithstanding the maintenance rights and obligations of the Association as provided in this Declaration, the Articles of Incorporation, Bylaws and rules and regulations adopted by the Association, a Lot Owner shall be liable for the expense of any

maintenance, repair or replacement rendered necessary by his acts, neglect or carelessness or by that of any member of his family, guests, employees, agents, lessees or their invitees, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association, if any. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot or its appurtenances or of the Common Area.

Section 10.5 General

Each Owner and the Association does hereby grant a non-exclusive personal easement and right of ingress and egress across, under, and to all Common Areas, to each and all law enforcement, firefighting, and postal or delivery organizations, and to any other persons, organizations, or entities who, in the normal course of their operation, respond to public or private emergencies, or who provide public or private utility services.

ARTICLE XI. GENERAL PROVISIONS

Section 11.1 Enforcement

The non-compliance enforcement procedures should be the first steps in rectifying covenant issues. Should these procedures not prove effective in rectifying the situation then the Association or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. If any court proceedings are required for the successful enforcement of any condition, restriction or covenant contained herein (due to its violation or breach) or lien against any Owner or against any other person or entity, said Owner, person or entity expressly agrees to pay all costs, including a reasonable attorney's fee, of the party initiating such successful judicial proceeding for the enforcement of said condition, restriction, covenant and/or lien. Notwithstanding anything herein to the contrary, all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association or any Owner in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed as a Specific Lot Assessment to the Owner against whom such action was taken.

Section 11.2 Duration

The Covenants and Restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or the Owners, their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years from the date that this Declaration is recorded in the Public Records of Walton County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the then Owners holding 66% of the total voting power in the Association shall have been recorded agreeing to terminate all the said provisions as of a specified date, which shall not be earlier than the expiration of an extended term of one (1) year from the date of such recording. Unless this Declaration is so terminated, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 11.3 Notices

Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when emailed, mailed, postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of Association at the time of such mailing.

Section 11.4 Action Absent Meeting

Any action required to be taken hereunder by vote or assent of the Owners may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Owners after all owners have been notified of the issue requiring action. Written response will be by the return of a document distributed by the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Owners, and such approval shall be duly filed in the minute book of the Association.

Section 11.5 Indemnification

The Association shall indemnify every one of its officers, directors and committee members against all damages and expenses, including legal counsel fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section and Florida law.

The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, and committee member harmless from all liability to others on account of any such contract, commitment, or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association will, as a Common Expense, maintain adequate general liability, officers' and directors' liability insurance and other insurance deemed advisable to fund this obligation, if such insurance is reasonably available.

Section 11.6 Legal Fees

All legal fees, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed (by either general or special assessment) against and collectible from the Owner against whom such action was taken and shall be a lien against such Owner's Lot in favor of the Association.

Section 11.7 Notice of Sale or Transfer of Title

Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least seven (7) days prior written notice of the name and address of the purchase or transferee, the date of such transfer of title, and such other information as that Board may reasonably require. The Board Treasurer shall be responsible for recording all unpaid dues, outstanding fines and/or liens to the Title Company on the required Estoppel form provided by the Title Company.

Section 11.8 Availability of Records and Other Documents

The Association shall make available to the Owner of any Lot current copies of this Declaration, the Articles of Incorporation of the Association, and the books, records, and financial statements of the Association. Such items shall be available to any of the described parties for inspection upon request during normal business hours or under other reasonable circumstances. Copies shall be provided for a nominal fee to reimburse the Association for any expense which may be incurred. Due to the age of the Association, additional fees may be applicable for obtaining historical records.

Section 11.9 Amendment.

A. By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by two-thirds (2/3) of the voting interests.

B. By Board of Directors. The Board of Directors shall have the absolute and unconditional right, to amend this Declaration without consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association, Office of Interstate Land Sales Registration, Federal Home Loan Bank Board or any other similar entity, (ii) to conform with the requirements of institutional mortgage lenders or title insurance companies, (iii) to clarify the Declaration's provisions or correct errors, and/or (iv) to make any other changes which it shall deem necessary and does not diminish substantively the rights of the Owners.

C. Recording. Any amendment shall take effect upon recording in the public records.

Section 11.10 Extension

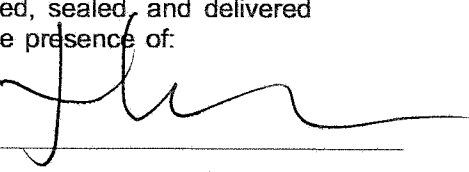
The covenants, condition and restrictions of this declaration shall run with, and bind the land and shall endure for the benefit of the members and be enforceable by the Association or any member thereof for a period of thirty (30) years from the date hereof. Thereafter they shall continue automatically in effect for additional periods of ten (10) years each unless otherwise agreed to in writing within 180 days prior to the beginning of any renewal period and by no less than two thirds (2/3) of the then voting interests of the Association.

AMENDED AND RESTATED DECLARATION OF COVENANTS

IN WITNESS WHEREOF Pelican Bay Owners Association, Inc. has caused this Amended and Restated Declaration of Covenants, Conditions and Restrictions to be executed by its President this 13th day of November, 2023.

Signed, sealed, and delivered
In the presence of:

Pelican Bay Owners Association, Inc.




By: 
PAULINE M. SOBRI
President

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by President of the Pelican Bay Owners Association, Inc., who is personally known to me.

Print Name: _____

NOTARY PUBLIC

(NOTARIAL SEAL)

Commission number:

My Commission expires:

See attached loose certificate,
dated 11/13/23, and certifying
the signature of Pauline Sobri.

**CERTIFICATION OF REQUISITE NUMBER OF VOTING INTERESTS
REQUIRED FOR AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PELICAN BAY OF SANTA ROSA BEACH**

The undersigned, President of Pelican Bay Owners Association, Inc. does hereby certify that more than two-thirds (2/3) of the voting interests in the Association has approved the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PELICAN BAY SUBDIVISION, PHASE 1 AND PELICAN BAY SUBDIVISION, PHASE 2.

Pelican Bay Owners Association, Inc.

By:



Printed Name: Pauline Moira Sotiri
President

EXHIBIT A: LEGAL DESCRIPTION

Plat of PELICAN BAY SUBDIVISION PHASE 1, recorded at
Plat Book 10, Page 28 of the Public Records of Walton County, Florida;

And

Plat of PELICAN BAY SUBDIVISION PHASE 2, recorded at
Plat Book 11, Pages 8, 8A, and 8B of the Public Records of Walton County, Florida.

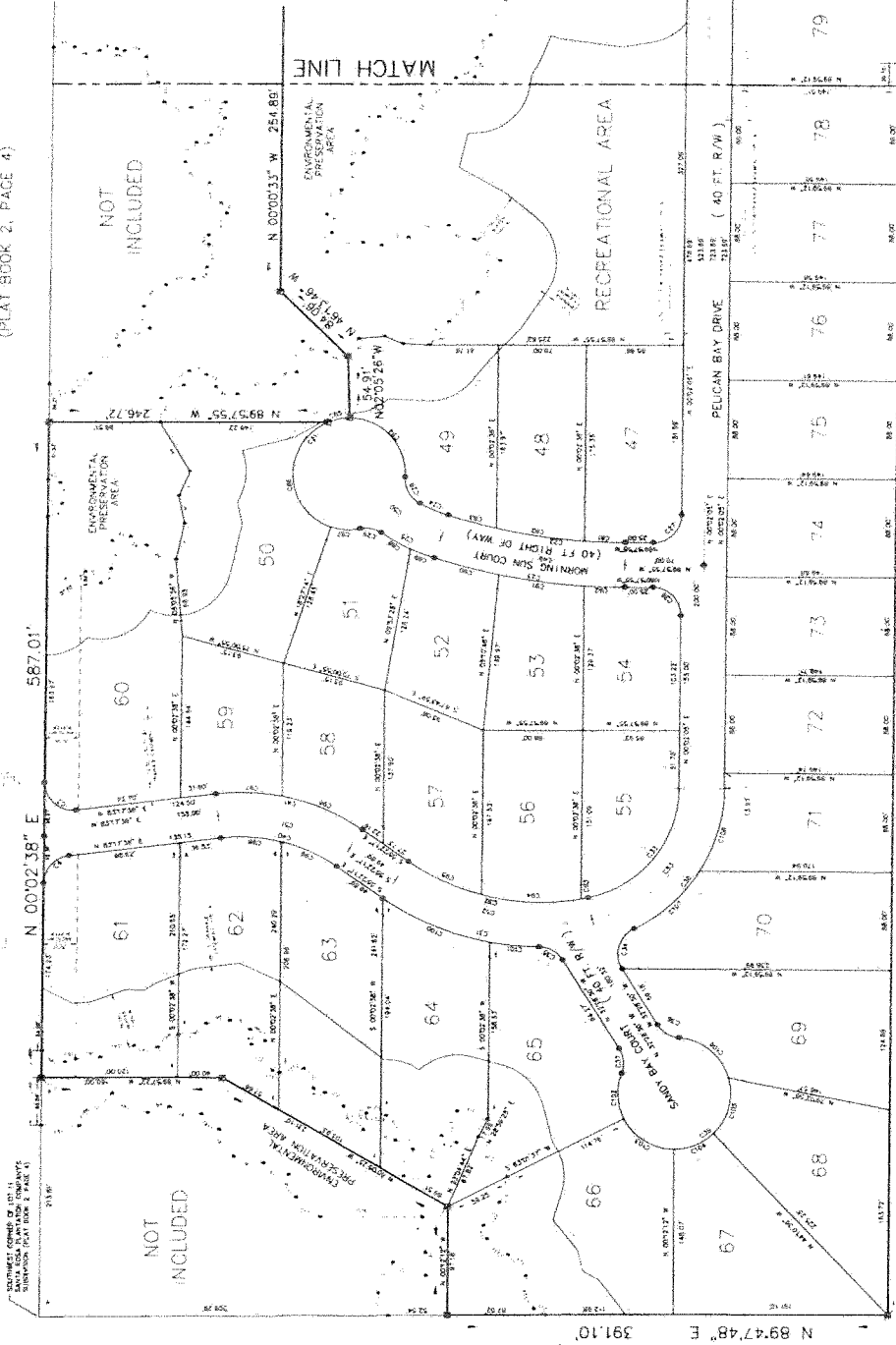
EXHIBIT B: THE PELICAN BAY PHASE I AND PHASE 2 PLATS

PELICAN BAY SUBDIVISION PHASE 2

A RESUBDIVISION OF PART OF LOTS 5 - 11 OF SANTA ROSA PLANTATION COMPANY'S SUBDIVISION
 COMPANY'S SUBDIVISION IN SECTION 24, TOWNSHIP 2 SOUTH, RANGE 21 WEST
 RANGE 21 WEST, WALTON COUNTY, FLORIDA.
 JULY 1994

BAYOU PINES ROAD

LOTS 21-27 SANTA ROSA PLANTATION COMPANY'S SUBDIVISION
 (PLAT BOOK 2, PAGE 4)



LINE DATA

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79
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NOTE: SEE SHEET 2 OF 3 FOR
 LEGEND AND CURVE DATA

2nd INCREMENT OF
 SHELTER COVE ESTATES
 (UNRECORDED)

LMH&D COAST ASSOCIATES, INC.
 10000 N. W. 11th Ave., Suite 100
 DUNEDIN, FLORIDA 33511-4242
 PROJECT NUMBER: 93-443 ORDER: 707
 PLOT: 6 33-443-443000 04/14/94



EXHIBIT C: ARTICLES OF INCORPORATION

EXHIBIT A
ARTICLES OF INCORPORATION
OF
PELICAN BAY OWNERS ASSOCIATION, INC.

FILED
1964 FEB -2 PM 12:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned subscriber to these Articles of Incorporation, being a natural person competent to contract, hereby forms a corporation under the laws of the State of Florida.

ARTICLE I - NAME

The name of the corporation is PELICAN BAY OWNERS ASSOCIATION, INC.

The principal office of the corporation and its mailing address is 150 Eglin Parkway, NE, Fort Walton Beach, Florida 32548.

ARTICLE II - PURPOSES AND POWERS OF THE CORPORATION

A. This is a non-profit corporation organized pursuant to Chapter 617 of the Florida Statutes, and it shall have a perpetual existence.

B. The purposes for which this corporation is formed are to enhance and protect the value, attractiveness and desirability of Pelican Bay Subdivision, Walton County, Florida, all phases thereof or additions thereto and to preserve, maintain and manage the common property of same.

C. This corporation shall possess and exercise all the powers and privileges granted by the laws of the State of Florida or by these Articles of Incorporation, together

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CO:WALTON ST:FL

with any powers incidental thereto so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the purpose of the corporation.

ARTICLE III - MEMBERSHIP OF THE CORPORATION

A. Every person or entity who holds an ownership interest in any lot located in Pelican Bay Subdivision, Walton County, Florida, any phase thereof or addition thereto, shall be a member of this corporation.

B. Membership shall not include persons or entities who hold an interest merely as security for the performance of an obligation.

C. Membership shall be appurtenant to, and may not be separated from, ownership of any lot. No member can assign, hypothecate or transfer in any manner, except as an appurtenance to his lot, his interest in the funds and assets of the corporation.

ARTICLE IV-VOTING RIGHTS

The corporation shall have two classes of voting members as follows:

A. Class A members shall be all lot owners with the exception of the developer, Carver Investments, Inc. or its successors-in-title. Said owner or owners of each respective lot shall constitute one voting interest and shall be

entitled to one vote. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

B. Class B members shall be Carver Investments, Inc. or its successors-in-title, and such Class B member shall be entitled to cast five (5) votes for each lot owned. Class B membership shall cease and be converted to Class A membership as provided in the Covenants, Conditions and Restrictions of Pelican Bay Subdivision, any phase thereof or addition thereto.

ARTICLE V - ASSESSMENTS

A. Each owner or owners of a lot located in Pelican Bay Subdivision, Walton County, Florida, any phase thereof or addition thereto, shall pay, as a condition of membership in this corporation, annual and special assessment fees as provided in the Declaration of Covenants, Conditions and Restrictions of Pelican Bay Subdivision, Phase 1.

B. The funds and assets of this corporation shall belong solely to the corporation subject to the limitation that the same be expended, held or used for the purposes authorized herein.

ARTICLE VI - RESTRICTIONS AND INDEMNITY

A. The members of this corporation shall have no right, title or interest whatsoever in its income, property or assets, nor shall any portion of such income, property or

assets be distributed to any member on the dissolution or winding up of this corporation. Members of this corporation shall not be liable for the debts, liabilities or obligations of the corporation.

B. Each director or officer of this corporation shall be indemnified by the corporation against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceedings to which he or she may be a party or in which he or she may become involved, by reason of his or her being or having been a director or officer of this corporation whether or not he or she is a director or officer at the time such expenses are incurred. Except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the right of indemnification shall be in addition to, and not exclusive of, all other rights to which such officer or director may be entitled.

ARTICLE VII - OFFICERS

A. This corporation shall have the following officers: President, Vice President, Secretary and Treasurer, and such other officers as may be deemed desirable or necessary by the Board of Directors.

B. These officers shall be elected by the Board of Directors for a term of one (1) year from the date of in-

stallation or until such time as their successors are duly elected.

C. All members of the corporation shall be eligible to hold office as officers and/or directors.

ARTICLE VIII - DIRECTORS

A. This corporation shall have a Board of Directors consisting of not less than three (3), nor more than five (5) directors.

B. The initial Board of Directors shall consist of three (3) persons.

C. Directors shall be elected or appointed as stated in the By-Laws.

ARTICLE IX - AMENDMENTS

An amendment or amendments to these articles of incorporation may be proposed either by a majority of the total voting interests of the corporation or by the Board of Directors of the corporation acting upon a vote of the majority of the directors. To become effective, such amendment or amendments must be approved by an affirmative vote of two-thirds (2/3) of the total voting interests of the corporation at a meeting specially called for such purpose. The notice of said meeting shall describe the amendment or amendments being proposed.

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ARTICLE X - BY-LAWS

A. The Board of Directors of this corporation may provide such by-laws for the conduct of its business and the carrying out of its purposes as it may deem necessary from time to time.

B. The By-Laws may be amended, altered or rescinded by a majority of the Board of Directors at a meeting specially called for such purpose. The notice of said meeting shall describe the changes being proposed.

ARTICLE XI - DISSOLUTION

A. This corporation may be dissolved with the written assent of not less than two-thirds (2/3) of the total voting interests of the corporation.

B. Upon dissolution of this corporation the assets, both real and personal, of the corporation shall be dedicated to an appropriate public agency to be used for purposes similar to that for which this corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust, or other organization devoted to such similar purposes.

ARTICLE XII - SUBSCRIBERS

The name and address of the subscriber to these articles of incorporation is:

Scott Q. Carver
2588 Hubbell Avenue
Des Moines, Iowa 50317

ARTICLE XIII - INITIAL REGISTERED AGENT AND OFFICE

The initial registered agent is Raymond F. Newman, Jr. The street address of the initial registered agent of this corporation is: 150 Eglin Parkway, N. E., Fort Walton Beach, Florida 32548.

IN WITNESS WHEREOF, I, the undersigned incorporator, have hereunto set my hand and seal this 28 day of January, 1994, for the purpose of forming this corporation under the laws of the State of Florida, and I hereby make and file in the Office of the Secretary of State of Florida this certificate of incorporation and certify that the facts herein stated are true.


SCOTT Q. CARVER

FL 479149 B 1091 P 141
CO:WALTON ST:FL

EXHIBIT D: BY LAWS

EXHIBIT D

“Substantial rewording. See governing documents for current text.”

BY-LAWS OF

PELICAN BAY OWNERS ASSOCIATION, INC.

ARTICLE I. NAME AND LOCATION

The name of the corporation is Pelican Bay Owners Association, INC., hereinafter referred to as “Association”. The principal office of the Association shall be located at Hand Arendall Harrison Sale, LLC located at 111 North County Highway 393, Suite 203, Santa Rosa Beach FL 32459, but meetings of members and directors may be held at such places within the state of Florida as may be designated by the board of directors.

ARTICLE II. DEFINITIONS

Section 1. ‘Association’ shall mean and refer to Pelican Bay Owners Association, INC. a Florida not for profit homeowners association, it’s successors and assigns.

Section 2, ‘Lot’ shall mean and refer to those individual numbered lots as described on the plats.

Section 3. ‘Member’ shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation.

Section 4. ‘Owner’ shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the property whether such lot be improved or unimproved.

Section 5. “Property’ shall mean and refer to Pelican Bay Subdivision, Phase 1, Phase 2 and all subsequent phases or additions to same, according to the plats of such subdivision as recorded in the official records of Walton County, Florida.

Section 6. ‘Voting Interest’ shall mean and refer to the owner’s voting rights in the Association. Regardless of the number of its owners, each lot shall have only one voting interest.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings A regular annual meeting of the members shall be held at a time and place to be designated by the board of directors.

Section 2. Special Meeting. Special meetings of the members may be called at any time by the president or by one of the board of directors, or upon written request of the members who are entitled to cast one fourth (1/4) of the total votes of the membership. Meetings so requested shall be called for a date not less than 15 or more than 30 days after the request is made.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary of the Association or other authorized person by mailing a copy of such notice, postage pre-paid, to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. Such notice shall be given in person or delivered by mail not less than 15 or more than 30 days prior to the date set for such meeting, If delivered by mail, delivery shall be complete upon depositing with the US Postal Service a properly addressed notice with sufficient first class postage attached thereto.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ten per cent (10%) of the votes of the membership shall constitute a quorum for any action except as provided in the Articles of Incorporation or these By-Laws. If however such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting and another meeting may be called, subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. A majority of the votes cast at a duly constituted meeting in person or by proxy shall be binding on all owners.

Section 5 Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV. BOARD OF DIRECTORS: SELECTION: TERM.

Section 1. Number The affairs of this Association shall be managed by a Board of not less than three nor more than five directors who may or may not be members of the Association,

Section 2. Term of Office. The term of the directors shall be for a period of one year or until their successors are elected at the next ensuing meeting of the membership.

Section 3. Removal.

- a. Any member of the Board of Directors shall be removed from office with or without cause by the vote or agreement in writing by a majority of all votes of the membership.
- b. The notice of a meeting of the members to recall a member or members of the board of directors shall state the specific directors sought to be removed,
- c. A proposed removal of a director at a meeting shall require a separate vote for each board member sought to be removed. Where removal is sought by written agreement, a separate agreement if required for each board member to be removed,
- d. If removal is effected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting.
- e. Any director who is removed from the board shall not be eligible to stand for reelection until the next annual meeting of the members,
- f. Any director removed from office shall turn over to the board of directors within 72 hours any and all records of the corporation in his possession,

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association as such Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties, and any director may be compensated for services rendered to the Association outside the scope of his services as such director.

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

ARTICLE V. NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors may be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. A nominating committee shall consist of chairman, who shall be a member of the board of directors, and two members of the Association. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such elections each voting interest, or its proxy, is entitled to cast one vote for each vacancy. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. MEETINGS OF DIRECTORS

Section 1. Regular Meetings. An annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members. Other regular meetings of the Board of Directors shall be held at such place as may be fixed from time to time by resolution of the Board,

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any director, after no less than 3 days notice to each director. Any director may waive notice of a meeting, consent to the holding of a meeting without notice, or consent to any action of the board without a meeting. Meetings may be held by telephone.

Section 3. Quorum A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

ARTICLE VII. POWERS AND DUTIES OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- a. Suspend the voting rights during any period in which such member shall be in default in the payment of any assessment levied by the Association. Notification will be by written letter from the Board
- b. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws and the Articles of Incorporation.

- c. Declare the office of a member of the Board of Directors to be vacant in the event that a director is absent from three consecutive regular meetings of the Board of Directors.
- d. Elect officers of the Association as hereinafter provided.

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

- a. Cause to be kept a complete record of its acts and corporate affairs and to present a statement thereof to the annual meeting if the members. Keep minutes of each Board meeting.
- b. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- c. To fix the amount of the annual assessment against each lot no later than December 1 of each year.
- d. To send written notice of the amount of each assessment and its due date to every owner subject thereto within 15 days after December 1 each year.
- e. To procure and maintain adequate liability insurance and to procure adequate hazard insurance on all property owned by the Association, as the Board of Directors deem advisable.
- f. Comply with the instructions of a majority of the members as expressed in writing in a resolution duly adopted at any annual or specific meeting of the members,

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. Kind and Qualification. The officers of this Association shall be a president, a secretary and a treasurer, and other such officers as the Board from time to time may by resolution create. Officers must also be directors.

Section 2. Election of officers. The election of officers shall take place at the first meeting of the Board of Directors and at the meeting of the Board of Directors following each annual meeting of the members,

Section 3. Term. The officers of this Association shall be elected annually by the board and each shall hold office for one year unless or until their successors are elected, they shall sooner resign, or shall be removed or otherwise disqualified to serve,

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary, such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of a special office related pursuant to Section 4 of this Article.

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

- a. **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the board are carried out: shall sign all leases, deeds and other written instruments and shall co-sign all checks and promissory notes. In the absence of the President at any meeting any other officer by rank of the Association may preside. If no officer is present at a meeting, or if those present are unable or unwilling to preside, a chairman of the meeting shall be elected by the members present.
- b. **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the members; keep the Corporate Seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- c. **Treasurer.** The treasurer shall receive and deposit in appropriate accounts all monies of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy to the members.

ARTICLE IX. COMMITTEES

Section 1. The Board of Directors may appoint such committees as it deems appropriate for carrying out its purposes. The President of the Association shall be an ex-officio member of all committees.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE X. BOOKS AND RECORDS; SALES;

The books, records and papers of the Association shall be subject to inspection by any member who requests such inspection by contacting any Board member during reasonable business hours. The Articles of Incorporation and the By-Laws of the Association, as they may be amended from time to time, shall be available for inspection by any member by contacting any Board member. Copies may be purchased at a reasonable cost.

ARTICLE X1. ASSESSMENTS.

As more fully provided in the Articles of Incorporation each member is obligated to pay to the Association an annual assessment.

EXHIBIT E: ARCHITECTURAL DESIGN REGULATIONS

Pelican Bay Owners Association

Architectural and Design Regulations

This document details the guidelines to be used in the evaluation of applications submitted for property owners in the Pelican Bay Owners Association. It is not a purpose of these criteria to create additional restrictions, but rather to specifically identify and interpret the intent of the Covenants as they apply to the architectural review process. The Covenants specifically provide for creation of these criteria:

The ARB shall establish written criteria to be used in reviewing all plans, specifications and details submitted for approval (Article V11). The ARB shall have the authority to promulgate regulations pertaining to all types of structures, including but not limited to landscaping, fences and walls.

The cross-reference above (Article V11) may be used to identify the section of the Covenants that is applicable to the preceding statements. This document attempts to provide these cross-references where practical. Two of the most defining sections of the Covenants are noted below to identify the scope and intent of this document, so there is no misunderstanding as to its purpose:

No construction, reconstruction, remodeling, alterations, or addition to any driveway, building, structure of any kind, upon any tract in the Development, shall be commenced without the prior written approval of the ARB of the proposed site location, plans and specifications (Article V11-D).

The purpose of the architectural review provisions set forth herein is to protect the value of all real property in the development and to promote the interest, welfare and rights of all property owners.

The ARB is charged with reviewing applications as they are submitted. The Covenants control specifically the outcome of the review process:

Decisions of the ARB shall have authority over all matters pertaining to applications.

The following sections identify most of the pertinent Covenants relating to architectural review and establish specific criteria to be used in the process of architectural review.

1. **Fees.** The application fee for new home construction is \$1000.00 payable when the application is submitted. The fee will be deposited in the PBOA account. This application fee is intended to cover the construction of a residence. Minor improvement applications are free and are intended to cover additional projects such as outbuildings and fences. All fees are non-refundable and are intended to ensure covenant compliance and general wear and tear to the common areas incurred during construction.
2. **Required Information.** Accompanying an application should be the documentation that will enable the ARB to approve the project. Two sets of plans and specifications are required for construction projects, including the identification of the materials and color chart that will be used on the exterior. A plot plan showing the proposed building, driveway and garage location on the tract is required and should identify all road and utility easements relating to the property. A landscape plan, floor plan with square footage, mailbox type and style, and driveway material are required. Homeowner will also provide builder's name, telephone number and license number.
3. **Structures.** Structures should be frame on grade i.e. no manufactured or modular homes.
4. **Location on lot.** All residences and buildings shall be located subject to right-of-ways, easements and setback restrictions. To ensure that appropriate easements and setbacks are maintained, a plot plan

showing all easements and location of buildings and driveways must be provided as part of the application process.

5. **Building Codes.** All residences and outbuildings must meet State and local building codes.
6. **Residential Use.** No tract shall be occupied or used except for residential purposes. No structure shall be erected, placed or permitted to remain on any tract other than one detached single-family residence dwelling and such outbuildings as are usually as an accessory to a single-family residence, including a private garage. No commercial structures of any type shall be placed or constructed in the development. Main structure to be occupied at same time as any outbuildings.
7. **Current Status of Member.** No application shall be accepted from any member who is not current on PBOA dues, or has had PBOA privileges suspended for violation of published rules and regulations.
8. **Timeline for Approval.** The ARB has up to 30 days to review a submitted application. It is the intention of the ARB to meet at least once a month to review all applications.
9. **Materials.** All structures constructed or placed on any tract shall be built of substantially new materials and no used structures shall be relocated or placed on any tract. No building shall have exposed concrete or cinder block on its exterior unless covered with wood, stone, stucco or other acceptable material that provides a finished appearance. Poured or pre-fabricated concrete surfaces are acceptable if their finished surface is similar to textured stucco.
10. **Color.** All materials used in construction which are visible from the exterior, including siding, soffits, eaves, gutters, roofing, trim, windows, fences, gates retaining walls etc., will be subject to color control. All colors shall be aesthetically compatible with a coastal cottage environment.
11. **Trim.** The exterior of all structures shall be trimmed appropriately so as to provide a pleasant and finished appearance.
12. **External Façade.** Cement board (hardboard) and stucco are preferred.
13. **Design Diversity.** Homes that are overwhelmingly similar to each other in external appearance and grouped in close proximity to each other can negatively impact the property values within the community. As a result the ARB will seek to maintain diversity of exterior appearance among structures built on neighboring lots.
14. **Fences.** Fences, gates and walls shall be of wood, stone or other suitable material and shall be subject to the same color control as residential structures. Fences must not be of a height that will interfere with the view from neighboring lots. Fences associated with dog pens will be the exception, but these are still subject to approval. No barbed, chicken wire or temporary fences will be approved. No fences or gates of any kind may be erected across PBOA maintained roads. A fencing project is considered pre-approved and does not require specific application or action of the ARB if the project meets ALL of the following conditions:
 - a. The fence, gate or wall meets all setback requirements applicable to the recorded plot plan.
 - b. No fences and/or gates shall be permitted forward of slab.
 - c. The fence, gate or wall does not exceed 6 feet in height and is open-type construction (not solid such as block, masonry or stone) OR the fence is used to screen a service area (including dog houses, campers, trashcans etc.) and does not exceed 6 foot in height.
 - d. The fence or wall is constructed of wood (split rail or post and timber) or vinyl. The fence will be secured with posts set in concrete with spans 6 to 8 feet.
 - e. The gate is constructed of wood (split rail or post and timber) or metal.
 - f. All painted or coated surfaces meet the color requirements as identified in section 9 of these guidelines.
15. **Service Areas.** Service areas must be screened from view of all roads, common areas and neighboring lots. These include screens for garbage or trash cans and HVAC equipment. Screens may be made from wood or

stone or other suitable material and shall be subject to the same color control as residential structures. Landscaping may also be used to make the areas non-intrusive to the surrounding environment. Larger equipment that is being stored and currently not in use such as boats, campers and trailers must be screened or housed in an approved garage if viewable from the road, common areas or neighboring lots.

16. **Driveways.** Driveways must be located so that they do not create a traffic hazard. They will be approved based on location to curves, intersections, right of ways, easements, grade/incline and to apparent drainage swales to common areas, adjoining lots and to all roads.
17. **Landscaping.** Landscaping should minimize the impact to the neighboring lots and to common areas including roads. Grading must not create drainage problems to any area. Tree removal must minimize the impact to neighboring lots and to common areas. A landscaping project is considered pre-approved and does not require specific application or action of the ARB if the project meets ALL of the following conditions.
 - a. The area being landscaped on the tract does not exceed 25% of the total tract area.
 - b. No excavation requiring heavy equipment is conducted that results in any change or modification to the existing natural lay of the land.
 - c. The landscaping does not impact drainage or natural erosion of primary or secondary roads, adjacent properties or common areas.
 - d. The landscaping does not have a negative impact on adjacent properties. The ARB suggests that all changes made within 15 feet of a property line be discussed with neighboring property owner.
 - e. Landscaping is not within the right-of-way for PBOA roads or common areas. (Flowers and small shrubs are allowable within the right-of-way but may be impacted by maintenance activities at property owner's risk.)
 - f. Two palm trees viewable from the street are recommended in front elevation.
18. **Outdoor lighting.** Outdoor lighting will be used in a manner that minimizes impact to the environment and does not create a nuisance to neighboring lots or to common areas including roads. Street lights will not be approved as they detract from a coastal cottage architectural style. One lamppost must be installed and it is suggested that it should require a photo sensor to activate.
19. **Excessive Debris.** All properties will remain free of excessive clutter and debris at all times including during the construction process. Failure to comply with this provision after receiving notice that a site is not being properly maintained will result in sanctions. During construction the property owner must have an on-site construction dumpster. No construction debris may be dumped or buried on any lot or common area. Any cleanup charges incurred by the PBOA in order to enforce these provisions will be billed to the property owner, and illegal dumping will be subject to prosecution. No material, equipment, trailer or dumpster shall be placed in right-of-way or in retention swale area.
20. **Drainage.** Dry retention swales are designed for water retention and movement of water through the subdivision. The swales are to be 15 feet from the road surface and a maximum depth of 10 inches below road edge.
21. **Timeline.** Building timeline not to exceed 18 months.

Disclaimer: the Architectural review process is established by and for the benefit of the PBOA. If a member of the ARB notes government violations, these violations may be reported to the appropriate authority. The Pelican Bay ARB or Board of Directors are not responsible for any errors in construction, design, materials, landscaping, grading etc., whether approved by the ARB process or not.

EXHIBIT G

Pelican Bay Owners Association – Architectural Review Board

Contractor/Sub-Contractor Standards

The Owner and their Contractor agrees to be thoroughly familiar with permits issued by the Florida Department of Environmental Protection, United States Army Corps of Engineers (the "Permits") and agrees to take special precautions with respect to the construction on their lot agreeing to strictly adhere to the terms and conditions of the Permits. Contractor further acknowledges and agrees that bringing onto the lot any hazardous materials, as those are defined in Federal, State and Local laws, ordinances and regulations, will only be undertaken with the highest degree of care and prior notice must be given to the ARB Coordinator.

All lot drainage must coordinate and comply with the master drainage plan. The flow of water shall be directed to existing drainage structures in such a manner as not to allow run-off onto adjacent property. Erosion control during construction is a primary objective. All reasonable methods to prevent erosion must be included in plan submittals. Dry retention swales are designed for water retention and movement of water through the subdivision. The swales are to be 15 feet from the road surface and a maximum depth of 10 inches when measured from the edge of the road,

Start of Construction No work or placement of construction material will be permitted until all required governmental permits are obtained and formal written approval of the ARB has been granted,

Clearing of Site No lot shall be cleared until all plans have been approved and written notification received from the ARB. Any plants, vegetation or trees uprooted or cut down in this area shall be removed from the jobsite and from Pelican Bay as soon as it is practicable.

Builder's Signage – Only an approved standard construction sign showing the builder, Owner and Architect will be allowed. All documents and permits will be contained in a white document box attached to the rear of the approved builder signage in accordance with Walton County requirements.

Portable Toilets Portable toilets must be placed on the lot under construction, inside the property line. The portable toilet should be placed as far off the street as possible and in an inconspicuous location facing away from the road. The portable toilet must not be placed in or over the swale at the front of the property.

Entrance/Access All construction vehicles and contractor personnel vehicles will enter via Shelter Cove Drive.

Construction Hours Construction working hours are from 08:00a.m. – 6:00p.m., Monday – Saturday, except on nationally recognized holidays. Any request to deviate from this standard must have written prior approval from the ARB. A 24 hour advanced notice is requested, however immediate and/or emergency requests will be considered.

Site Maintenance Trash will not be allowed to accumulate on the site. Sand, dirt, debris pushed into the roadway by construction vehicles must be cleared from the street. Sites are to be policed daily and all unused materials will be stacked neatly, preferably in one area of the construction site. All construction sites must be maintained in a neat and orderly fashion. All properties will remain free of excessive clutter and debris at all times during the construction process. Failure to comply with this provision after receiving written notice that a site is not being properly maintained will result in sanctions as in the Non-compliance procedure noted in the covenants. During construction the property owner must have an on-site construction dumpster. The Owner is responsible for trash that blows off the site and shall retrieve such trash immediately. No material, equipment, trailer or dumpster shall be placed in right-of-way or in retention swale area. There will be no stockpiling or dumping on adjacent lots or on streets, driveways or easements. Contractors will use only the utilities provided on the immediate site on which they are working. The ARB reserves the

right to require silt fencing to be placed on all property lines to retard debris blowing from construction to lakes, common areas, and/or streets.

Construction Damage Any damage to streets, curbs, drainage inlets and swales, street markers, signage, mailboxes, landscaping, etc., will be repaired immediately by the builder or Owner or the Association will cause repairs to be done and such costs billed to the owner. Owners are responsible for any damage caused by their contractors.

Telephone/Cable TV Lines If any telephone, cable television, electrical, water, etc. lines are cut, it is the contractor's responsibility to report the accident to the affected utility company directly within 30 minutes and the responsible contractor must repair damage immediately or arrange for the appropriate installer to repair damage immediately.

Vehicles and Equipment No construction vehicles (trucks, vans, cars, etc.) may be left in Pelican Bay overnight. Construction equipment may be left on the site when necessary, but must be kept off the street, unless prior permission has been granted.

Personnel Only bona fide workers are allowed on the property and are required to exit the property upon completion of their work. NO ALCOHOLIC BEVERAGES OR PETS ARE PERMITTED TO BE ON PROPERTY OR ON CONSTRUCTION SITES. Contractor personnel will not use the common areas within the community.

Loud Radios/Music Normal radio levels are acceptable however speakers mounted on vehicles or outside of homes under construction are not allowed.

Parking Vehicles will be parked with all wheels on the pavement and on the same side of the street as the construction site. Vehicles will not block adjacent property driveways/accesses.

Trailers Vehicles will not be parked on the job site overnight. The general contractor is permitted one construction trailer only on the site. The trailer should not be habitable and should be located in an inconspicuous location, preferable near the rear of the lot. No advertising signs or company names are allowed on the trailer.

Penalties Failure to comply with these rules could result in you, the Owner, your sub-contractor and/or employees incurring a \$100 fine per infraction, or not being allowed to work in Pelican Bay until the violations have been corrected to the satisfaction of the ARB.

Lot Number

Owner name

Signature

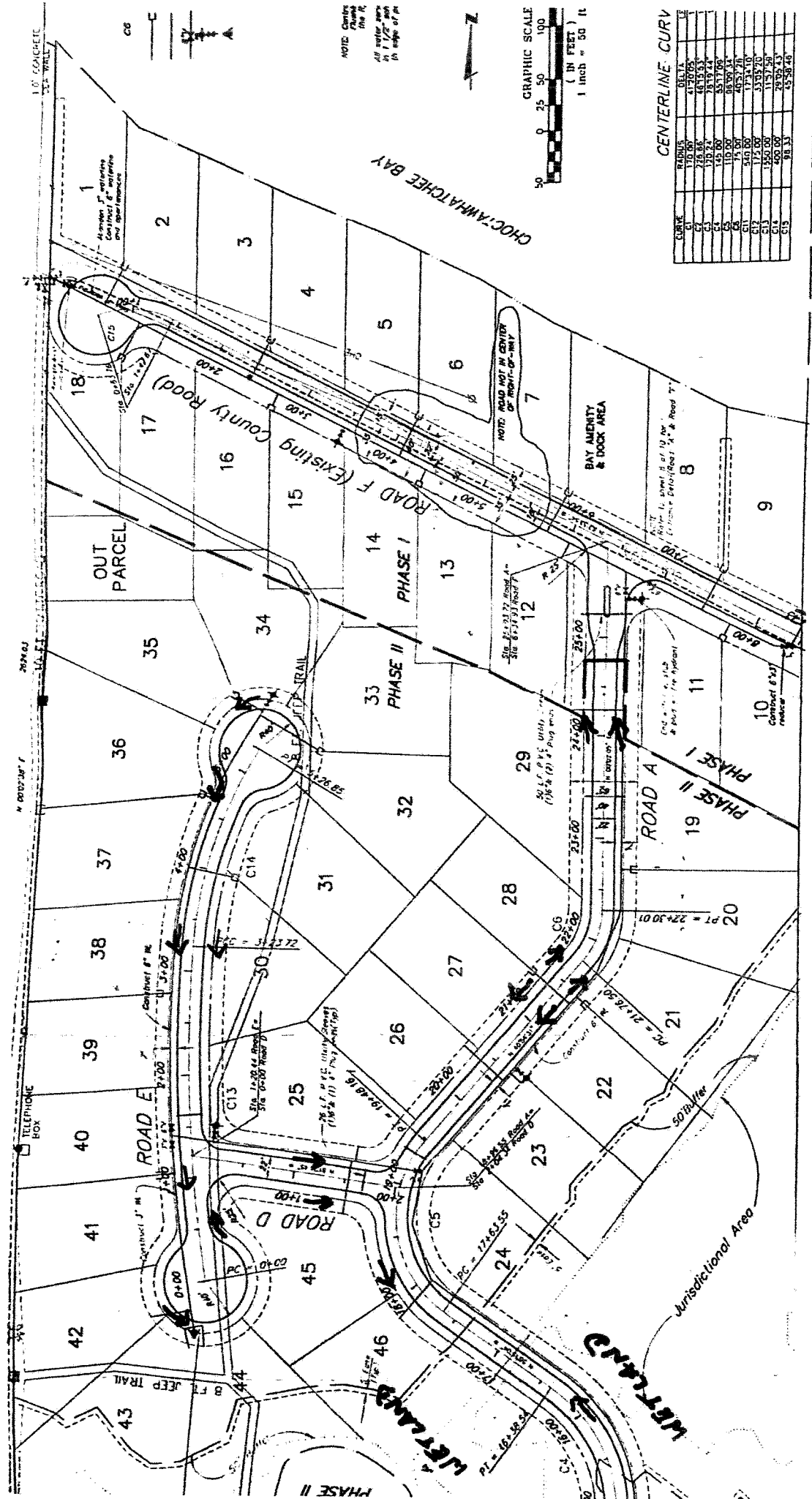
Date

Contractor Name

Signature

Date:

EXHIBIT F: PELICAN BAY DRAINAGE PLAN



Einzelwörter selbst aus der 2. 3. Transposition heraus entnommen sein.
aus den Wörtern zu einem Reimwort.

[illegible]

1. The contractor shall place key stakes at the points.
2. The Contractor shall place one medium length corner monument, including but not limited to, key stakes, station monuments and shall be necessary to determine station and locations during and after construction.
3. The Contractor shall place and mark the adjoining areas on their respective after construction is complete.
4. In the event of delays in construction, the Contractor shall carry out every day construction chain controls to place in present method, station.

Construct roadway betw. water main & underground utilities, changeover valves, manholes, sewers & manholes for 1922; through S.E. (existing county road) to Sta. 26+10 on Road A

to which I added 10 mg/ml of penicillin G and 10 mg/ml of streptomycin. The medium was then dispensed into 250 ml Erlenmeyer flasks and incubated at 37°C for 24 hours.



**PELICAN BAY
SUBDIVISION**
Prepared For
COASTLIFE CONSTRUCTION

CW **Connelly & Wicker, Inc.**
Consulting Engineers
Jacksonville Beach, Florida
Destin, Fl. Cashiers, N.C.
4386 Emerald Coast Parkway
Destin, Florida 32841

[illegible]

ISSUED	RECEIVED IN	COMMUNITY & ECONOMIC DEV.	DATE
			9/20/83
11/24/93	17-56		
9/20/83			

