

Prepared by:
John "Jay" Fraiser, Esq.
Moorhead Law Group
127 Palafox Place, Suite 200
Pensacola, Florida 32502

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SANTA ROSA

Before me, the undersigned authority on February 21st, 2023, personally appeared Wayne H Seden ("Affiant"), being 21 years of age or older, who executed this Affidavit and, upon being sworn, deposes and says:

1. Affiant is a member of the organizing committee of Paradise Bay Homeowners Association, Inc., a Florida not for profit corporation.
2. Affiant verifies that the requirements for the revitalization of the Declaration of Paradise Bay (Unit 2), as set forth in Florida Statutes §720.404, have been satisfied.
3. Affiant verifies that the requirements for the revitalization of the Declaration of Paradise Bay (Unit 2), as set forth in Florida Statutes §720.405(6), have been satisfied
3. Affiant verifies that the revitalization packet submission contains a verified copy of the previous declaration of covenants and other previous governing documents for Paradise Bay (Unit 2), as set forth in Florida Statutes §720.406(1)(b), are contained herein.
4. Affiant verifies that the revitalization packet submission contains a verified copy of the written consents of the requisite number of affected parcel owners for Unit 2, approving the revived declaration and other governing documents, as set forth in Florida Statutes §720.406(1)(d), are contained herein.
5. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements in an instrument of this nature. Affiant has read the foregoing affidavit and fully understands the facts contained herein.

Further, Affiant sayeth not.

AFFIANT:

Wayne H Seden

Print Name: Wayne H Seden

STATE OF FLORIDA
COUNTY OF Santa Rosa

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 21st day of February, 2023, by Wayne H. Seden, who ☐ is personally known to me or ☐ has produced FL Drivers License as identification.



Melissa G. Ring
SIGNATURE OF NOTARY
Print Name: Melissa G Ring
My Commission Expires: 09/09/2023

Prepared by: Rollin D. Davis, Jr., of
SHELL, FLEMING, DAVIS & MENGE
Seventh Floor - Seville Tower
Post Office Box 1831
Pensacola, Florida 32598

BOOK 736 PAGE 50

SANTA ROSA COUNTY, FLA.

STATE OF FLORIDA

COUNTY OF SANTA ROSA

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

THIS DECLARATION made and entered on this 14th day of March, 1985, by East Bay Exchange, Inc., a Florida corporation, hereafter referred to as "Declarant", witnesseth:

WHEREAS, Declarant is the owner of certain property in Santa Rosa County, Florida, which is more particularly described as:

Unit #2 Paradise Bay, a subdivision of a portion of Section 28, Township 2 South, Range 28 West, Santa Rosa County, Florida, according to the plat of that subdivision recorded in Plat Book D at page 21 of the public records of said county.

NOW THEREFORE, Declarant declares that all of the property described above shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Paradise Bay Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, as well as the contract vendee under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property granted above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is the area upon which the entrance sign is located and the 0.17 acre area known as Rushing Memorial Park, those properties being described below:



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BOOK 736 PAGE 51

SANTA ROSA COUNTY, FLA.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the common Area.

Section 6. "Declarant" shall mean and refer to East Bay Exchange, Inc., and the successors and assigns of Declarant.

Section 7. "Common Expenses" shall include expenditures made or liabilities incurred by the Association for the benefit of the properties as otherwise authorized herein, together with payments or obligations to reserve accounts.

ARTICLE II RIGHTS OF OWNERS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) the right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in an Lot, all such persons shall be members. The vote for such Lot shall be exercised as determined by the Owners thereof, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, which shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) four (4) months after 75% of the units in the project have been conveyed to Unit purchasers, or

(c) three (3) years following conveyance of the first Unit, whichever event is earlier.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual 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. The personal obligation for delinquent assessments shall not pass to the successors in title of that Owner unless assumed expressly by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents, and for the improvement and maintenance of the Common Area. The Association shall have the obligation to maintain the entrance sign and ground and landscaping in the area of the entrance sign, as well as maintenance and landscaping of Rushing Memorial Park, and shall pay all ad valorem real property taxes assessed upon it.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be (\$ 80.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum

annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

(d) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem real property taxes unpaid upon any Common Area, and no limitation above shall ever prohibit the Association from increasing the annual assessment to an amount sufficient to pay such taxes.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of 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-third (1/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. All assessments shall be payable on a monthly basis unless the Board of Directors determines reasonably that because of the small amount of monthly payments, or for other good and valid reason, it would be a convenience to the Owners to pay on a quarterly, semiannual, or annual basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of any lot by declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board

BOOK 736 PAGE 53
SANTA ROSA COUNTY, FLA.

SANTA ROSA COUNTY, FLA.

of Directors. The Association shall, upon demand, and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. There shall be no assessment on Lots not conveyed of record by Declarant, but Declarant shall reasonably maintain, at the expense of Declarant, those Lots not conveyed of record by Declarant.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) 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 the Owner personally obligated to pay the same or foreclose the lien against the property.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Limitation on Association While Controlled by Declarant. While under control of Declarant the functions of the Association shall be limited to maintain the entrance sign and mow, trim, and otherwise keep up the area around the entrance sign, and to maintain Rushing Memorial Park. No other activity shall be commenced while the Association is under the control of Declarant. After Declarant no longer has control of the Association, the Association may elect to provide any other services to promote the health, safety, and welfare of the residents of the subdivision. In addition, the Association may elect to procure other properties, whether adjacent to the subdivision or not, for recreational or other purposes. Provided, however, that no activity of the Association shall be commenced without approval of seventy-five percent (75%) of the Owners in the subdivision (as heretofore stated, each Lot to have one vote) if the activity shall necessitate more than a nominal expenditure of funds.

Section 11. Reserve Fund. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas, which fund is to be maintained out of regular assessments for common expenses.

Section 12. Working Capital. Unless Declarant reasonably determines that expenses of the Association shall be less during the initial months of the operation so that no working capital fund is necessary, there shall be collected at closing of the initial sale of each Lot, a sum equal to at least two (2) month's assessments for each Lot, which fund shall be transferred to the Association at closing and shall be kept in an account for the benefit of the Association.

Section 13. Right of Entry. The Association has a reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary to the proper maintenance and operation of the project.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced,

BOOK 736 PAGE 55

SANTA ROSA COUNTY, FLA.

erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, landscaping plan and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by K.C. Hembree or Virginia C. Hembree and the Board of Directors of the Association, or by any architectural committee appointed by the Board. In the event K.C. Hembree or Virginia C. Hembree and the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with, but failure to act on the plans will not be grounds for violating any other provision of this instrument. K.C. Hembree shall have the power to appoint another person or corporation to exercise the powers set forth above for K.C. Hembree or Virginia C. Hembree in the event that both resign or otherwise are unable to serve.

ARTICLE VI ADDITIONAL DEVELOPMENT

Declarant is the owner of property described in that certain deed to it from Paradise Bay Developers, a Florida general partnership, and John F. Phelps, recorded in Official Record Book 720 at page 230 of the public records of Santa Rosa County, Florida. The property subject of this Declaration is a portion of that property so conveyed to Declarant. Upon development of the remaining property now owned by Declarant, or adjacent property thereto which may hereafter be acquired by Declarant, if developed by Declarant in a manner substantially similar to the development of this subdivision, then Declarant shall have the right to require that owners of lots in the additional development become members of Paradise Bay Homeowners' Association, Inc., but, if so, then these owners shall become members of the association upon the same terms and conditions created and imposed by this instrument.

ARTICLE VII USE RESTRICTIONS

Section 1. This subdivision shall be used as building sites for single family residential buildings only. No building site on the recorded plat may be subdivided into portions, or portions of one lot joined into portions of other lots, unless approved by K.C. Hembree or Virginia C. Hembree or Paradise Bay Homeowners' Association, Inc. No structures shall be erected, altered, placed, or permitted on any residential building site other than a single family dwelling not to exceed two and one-half stories in height.

Section 2. No residential building shall be erected in this subdivision unless the minimum square footage of living area, exclusive of any porches, carports, and garages, is at least 1,300 square feet in area. Each multi-storied residence constructed on any lot or building site in this subdivision shall have not less than 1,000 square feet of living area on the first floor, excluding carports, porches, and outside utility buildings, however, the 1,000 square feet may include an enclosed garage.

Section 3. No building shall be located on any building site nearer than 25 feet from the front lot line, 7.5 feet from any interior lot line, or 15 feet from any side road right-of-way. Approved accessory buildings and satellite antennas shall be located in that portion of the building site generally known as the rear yard, and shall not be located forward of the rear building line of the main structure. Any such accessory buildings shall be constructed with quality materials, shall be neat in

SANTA ROSA COUNTY, FLA.

appearance, shall not detract from general appearance of the property, and shall not be constructed without approval by the architectural control committee under Article V hereof. Specifically, the architectural control committee may require that any satellite antenna or "dish" be screened from view of other areas of the subdivision where buildings may be located.

Section 4. No outside clothesline shall be permitted unless enclosed by a six foot privacy fence.

Section 5. Fences shall be of a minimum height from the ground of four feet, and a maximum height from the ground of six feet. Fences shall be located only on that portion of the building site generally known as the rear yard and shall not be located forward of the front building line of the main structure. All fences shall be of good design and construction and no farm (wire type) fence or chain link fence shall be permitted as a fence to be constructed on any portion of the building site.

Section 6. No trailer, house trailer, basement, tent, shack, garage, barn, or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

Section 7. No noxious or offensive trade or activity shall be carried on in this subdivision, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

Section 8. For aesthetic purposes and to prevent erosion, all front yards shall be sodded unless an alternative acceptable to the Architectural Control Committee is approved. To prevent erosion and damming, the drainage ditches and swales must be sodded to the street pavement. All drainage ditches and swales shall be maintained neatly by the abutting property owner, even if located in the County right-of-way. Driveways that cross drainage ditches may be swaled or raised over a culvert. Culverts must be finished with mitered end sections and concrete collars. To prevent damming, swaled driveways must conform to the prescribed grades of the subdivision design engineer.

Section 9. No sign of any kind shall be displayed for public view on any lot except one sign not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property in the construction and sales period.

Section 10. Any construction commenced upon the property shall be pursued diligently and such construction shall be completed within six months from date of construction of the foundation. No building unfinished on the exterior, nor any building without electricity and water, shall be occupied at any time.

Section 11. East Bay Exchange, Inc., reserves the right to grant easements to government entities and public utilities and the right to grant easements for installation and maintenance of utilities and drainage facilities for so long as there is a Class B membership. When there shall no longer be a Class B membership, Paradise Bay Homeowners' Association, Inc., shall succeed to such power. No such right or easement shall be granted which shall materially affect the value of any lot in the subdivision.

Section 12. No horses, livestock, animals, reptiles, chickens or fowl of any kind shall be permitted, except dogs and cats owned as personal pets. Dogs and cats shall not be kept in such numbers as to be an annoyance to other owners in the subdivision, nor shall they be kept for any commercial or business undertaking.

BOOK 736 PAGE 57

SANTA ROSA COUNTY, FLA.

Section 13. All dwellings, yards, drives and landscaping shall be neatly maintained at all times. No trash, garbage, or receptacle for same shall be allowed forward of the front line of the main structure except for the day that a trash or garbage collection is scheduled.

Section 14. No recreational vehicle, motor home, camper, beach buggy, boat, boat trailer, or other such vehicle similar thereto, shall be parked in the subdivision unless they are parked to the rear of the front building line of the dwelling erected on the premises. No junked or wrecked vehicles shall be parked at any location in the subdivision except in an enclosed garage.

Section 15. Prior Development Annexation. Any owner of a lot in Paradise Bay Unit I, according to the plat of that subdivision recorded in Plat Book C at page 163 of the public records of Santa Rosa County, Florida, may become a member of this association on the same terms and conditions as this document, excepting only that the use restrictions recorded in Official Record Book 573 at page 227 shall govern the use of the premises, rather than the use restrictions in the prior paragraphs hereto. No owner of that subdivision shall become a member of the association created hereby unless that lot owner shall record in the public records of Santa Rosa County, Florida, an instrument imposing the provisions of this instrument (except for the use restrictions) on the lot of that owner so that it shall be a covenant running with the land. Any such document of acceptance shall be executed by all owners and lienholders with any interest in the lot.

Section 16. Enclosed Garage Attached. No dwelling shall be constructed in this subdivision unless it contains an enclosed garage attached to the dwelling.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or an Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, as well as all currently existing restrictive covenants affecting the development. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be extended automatically for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Owners of not less than seventy-five percent (75%) of the Lots.

Section 4. A committee of the Board of Directors of the Homeowners' Association is granted the right to waive minor violations of these covenants upon written determination by the committee or Board that the violation waived is minor and does not adversely affect the value of the Lots in the remainder of the development.

Section 5. If any Owner or occupant of any Lot in the development shall violate any of these covenants and restrictions while in force and effect, it shall be lawful for Declarant or any owner to prosecute any proceedings at law or in equity

BOOK 736 PAGE 58

SANTA ROSA COUNTY, FLA.

against any person violating or attempting to violate such covenants or restrictions and either to prevent them from doing so or to recover damages for such violations.

Section 6. These covenants and restrictions are to run with the land and shall be binding on all parties until these restrictions are waived in writing by a majority of the then record Owners of Lots in the subdivision. Except as otherwise provided herein, in no event shall any restrictions and covenants be so waived prior to January 1, 2015, except by an instrument signed by the Owners of no less than ninety percent (90%) of the Lots.

Section 7. In no event and under no circumstances shall a violation of any covenant or restriction herein contained work a forfeiture or reverter of title.

Section 8. Invalidation of any of these covenants or restrictions or portions thereof by judgment or court order shall in no wise affect any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, East Bay Exchange, Inc., a Florida corporation, has caused this instrument to be executed by its President and its corporate seal to be affixed hereto this 14th day of March, 1985.

Signed, sealed and delivered
in the presence of:

1. Thurston A. Hill

2. Rellin D. Davis

EAST BAY EXCHANGE, INC.
A Florida Corporation

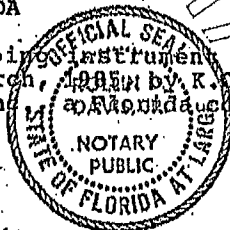
By: K.C. Hembree
K.C. HEMBREE
Its President

CORPORATE SEAL

STATE OF FLORIDA

COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 14th day of March, 1985, by K.C. HEMBREE, as President of East Bay Exchange, Inc., a Florida corporation, by and for said corporation.



Rellin D. Davis
Notary Public
My commission expires:

JOINDER OF MORTGAGEE

Gulfside National Bank, the owner and holder of that certain mortgage on the premises affected hereby recorded in Official Record Book 720 at page 235 of the public records of Santa Rosa County, Florida, does hereby consent to and join in this Declaration of Covenants, Conditions and Restrictions.

Signed, sealed and delivered
in the presence of:

1. Yanya L. Sloan

2. James S. Evers

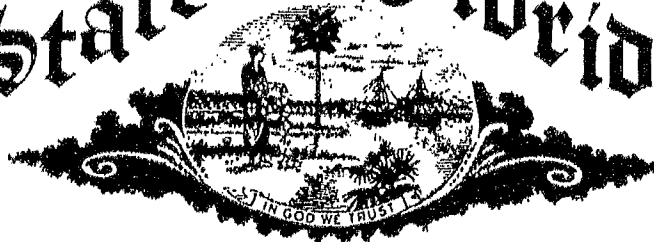
Gulfside National Bank
a corporation

By: Donald L. Brice
Its President

The foregoing instrument was acknowledged before me this 14th day of March, 1985, by Donald L. Brice as president of Gulfside National Bank, a corporation, on behalf of the corporation.

Donald L. Brice
Notary Public
My commission expires:

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of PARADISE BAY HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is N08189.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Nineteenth day of December, 2022



CR2E022 (01-11)

Cord Byrd
Secretary of State

ARTICLES OF INCORPORATION

OF

PARADISE BAY HOMEOWNERS' ASSOCIATION, INC.

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a nonstock corporation not for profit under the laws of the State of Florida.

ARTICLE I. NAME.

The name of the corporation is Paradise Bay Homeowners' Association, Inc., hereafter called the "Association".

ARTICLE II. PURPOSE AND POWERS.

The Association is not organized for pecuniary gain or profit to the members thereof, and it shall be prohibited from any distribution of income to its members, directors, and officers. The specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence lots within that certain tract of property described as: All of Unit 42 Paradise Bay, a subdivision of a portion of Section 28, Township 2 South, Range 22 West, Santa Rosa County, Florida, according to the plat of that subdivision recorded in Plat Book _____ of the public records of said county. Together with such other property as may be later included according to the Declaration of Covenants, Conditions, and Restrictions of said Unit 42 Paradise Bay, and to be recorded with a certified copy of these Articles.

and promote the health, safety, and welfare of the residents within the above-described property and any additions thereto which may hereafter be brought within the jurisdiction of this Association for this purpose to (but only as the following may from time to time be permissible for corporations not for profit under the laws of Florida):

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

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

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

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility agreeing

to hold and maintain the same for such purposes. The Association may grant easements over the common area to private parties, but no such easement shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such grants of easement.

(f) participate in mergers and consolidations with the nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members; unless the Declaration provides for such merger, consolidation or annexation;

(g) have and to exercise any and all powers, rights, and privileges which a corporation organized under the Corporations Not For Profit Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE III. MEMBERSHIP.

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE IV. VOTING RIGHTS.

The Association shall have two classes of voting membership:

Class A. Class A member(s) shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (b) three (3) years after conveyance of the first unit by Declarant.

ARTICLE V. BOARD OF DIRECTORS.

The affairs of this Association shall be managed by a Board of at least three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment to the By-Laws of the Association but may not exceed nine (9) nor be less than three (3). The names and residence addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

R.C. Hetherage 140 Lutton Street
Pensacola, Florida 32505

Samuel C. Hetherage 2418 2nd Street
Pensacola, Florida 32505

Virginia C. Hambree

4631 Olive Road
Apt. 4-B
Pensacola, Florida 32514

At the first annual meeting the members shall elect three directors and at each succeeding annual meeting, or at a special meeting called for the purpose of electing directors, the members shall elect the number of Directors which may from time to time be designated by the By-Laws.

ARTICLE VI. DISSOLUTION.

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

ARTICLE VII. DURATION.

The corporation shall exist perpetually.

ARTICLE VIII. AMENDMENTS.

Amendments to these Articles shall require the assent of 75 percent (75%) of the entire membership. Amendments may be proposed by any member at any annual meeting or special meeting called for that purpose, and adopted by the members in person or by proxy at that or any subsequent meeting by the percentage of members set forth above. The By-Laws of the corporation shall be made, altered, or rescinded, at a regular or special meeting of the members, by a vote of a majority of the members present in person or by proxy. The By-Laws may restrict the number of proxies to be voted by any person.

ARTICLE IX. OFFICERS.

The affairs of the corporation are to be managed by a President, Vice-President, Secretary, and Treasurer. They shall be elected at the first meeting of the Board of Directors following each annual meeting of the members. The President and Vice-President shall be Directors. Until the first election of officers, K.C. Hambree shall serve as President of the corporation, Virginia C. Hambree, as Vice-President of the corporation, and Virginia C. Hambree, as Secretary and as Treasurer of the corporation.

ARTICLE X. SUBSCRIBERS.

The subscribers to these Articles of Incorporation and their residence addresses are those persons listed in Article V as the persons to act as initial directors of the corporation.

ARTICLE XI. INITIAL RESIDENT AGENT AND OFFICE.

K.C. Hambree, whose office address is 140 Lorton Street, Pensacola, Florida 32505, is hereby appointed as the Initial Resident Agent of the corporation, and the office of the corporation shall be at that address until another is properly designated pursuant to the then applicable law.

IN WITNESS WHEREOF the subscribers have executed this instrument
this 14th day of March, 1985

K.C. HEMBREE
K.C. HEMBREE

VIRGINIA C. HEMBREE
VIRGINIA C. HEMBREE

SUSAN C. HEMBREE
SUSAN C. HEMBREE

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this
14th day of March, 1985, by K.C. Hembree.

[Signature]
NOTARY PUBLIC
My commission expires June 14, 1988

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this
14th day of March, 1985, by Virginia C. Hembree.

[Signature]
NOTARY PUBLIC
My commission expires June 14, 1988

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this
14th day of March, 1985, by Susan C. Hembree.

[Signature]
NOTARY PUBLIC
My commission expires June 14, 1988

FILED
MAR 15 1985
CLERK OF DISTRICT COURT
DISTRICT 12
TALLAHASSEE, FLORIDA

BOOK 736 PAGE 64

BY-LAWS

SANTA ROSA COUNTY, FLA.

OF

PARADISE BAY HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I. NAME AND LOCATION.

The name of the corporation is Paradise Bay Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Pensacola, Florida, but meetings of members and directors shall be held at any place within Escambia County, Florida, as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS.

Section 1. "Association" shall mean and refer to Paradise Bay Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall refer to the entrance sign and the area adjacent to the subdivision and Rushing Memorial Park and other property owned or acquired by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any residential building site in the subdivision. Where a party wall is involved, the Lot shall be bounded by the centerline of said party wall.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to East Bay Exchange, Inc., a Florida corporation, its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Clerk of the Circuit Court of Santa Rosa County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III. MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in approximately the same week of the same month of each year thereafter at a time designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

OR 736 PAGE 65

OR BOOK 736 55

SANTA ROSA COUNTY, FLA.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting 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 to 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.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, 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 power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot. No person shall hold more than three (3) proxies.

ARTICLE IV. BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE.

Section 1. Number. The affairs of this Association shall be managed by a board of no less than three (3) and no more than nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect no less than three (3) directors and no more than nine (9) directors. The members may prescribe terms of one, two, or three years for various directors in order to stagger terms of office.

Section 3. Removal. Any director may be removed from the board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

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

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 to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting.

SANTA ROSA COUNTY, FLA.

The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. 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 that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. MEETINGS OF DIRECTORS.

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The President may waive the necessity for any meeting upon determination that there is no business to come before it.

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 two (2) directors, after not less than three (3) days notice to each director.

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 the act of the Board.

ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) 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, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

BOOK 736 PAGE 67

SANTA ROSA COUNTY, FLA.

(e) employ a manager, an independent contractor, security personnel, or such other employees as they deem necessary and to prescribe their duties.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at a special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date (or to) bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate office to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) pay all taxes imposed upon the common Area;

(g) cause the Common Area to be maintained.

ARTICLE VIII. OFFICERS AND THEIR DUTIES.

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first 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 until his successor is elected unless he 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.

SANTA ROSA COUNTY, FLA.

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 appointment 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 special offices created pursuant to Section 4 of this Article.

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

President

(a) 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, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of 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.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX. COMMITTEES.

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

BOOK 736 PAGE 69

SANTA ROSA COUNTY, FLA.

ARTICLE X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI. ASSESSMENTS.

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII. CORPORATE SEAL.

The Association shall have a seal in circular form having within its circumference the words: Paradise Bay Homeowners' Association, Inc., Florida, 1984.

ARTICLE XIII. AMENDMENTS.

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and the By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV. MISCELLANEOUS.

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. The Association shall make available to unit owners and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, Charter, By-Laws, and other rules concerning the project and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours and under other reasonable circumstances.

Section 3. Upon written request to Association, identifying the name and address of the holder, insurer, or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

BOOK 736 PAGE 70

SANTA ROSA COUNTY, FLA.

(a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owner's Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 4. Unless a mortgage or any interest therein on a unit is sold to the Federal National Mortgage Association, the Association shall be required to carry casualty and liability insurance and fidelity bond coverage only if it is determined by the Board of Directors that such coverage is reasonably prudent under the then existing circumstances. Unless waived by Federal National Mortgage Association, in the event a mortgage or any interest therein is sold to Federal National Mortgage Association, Association shall maintain in effect such casualty and liability insurance and fidelity bond coverage as is then specified in Section 803.07 of the FNMA Conventional Home Mortgage Selling Contract Supplement and the FNMA Lending Guide, Chapter 3, Part 5, Insurance Requirements, or such subsequent provisions promulgated by FNMA setting forth requirements for its purchase of mortgages.

Section 5. Upon written request to Association, from any holder of a first mortgage, Association shall provide that first mortgage holder a financial statement for the immediately preceding fiscal year.

IN WITNESS WHEREOF, we, being all of the directors of Paradise Bay Homeowners' Association, Inc., have hereunto set our hands this 18th day of March, 1985.

K.C. HEMBREE
K.C. HEMBREE

VIRGINIA C. HEMBREE
VIRGINIA C. HEMBREE

SUSAN C. HEMBREE
SUSAN C. HEMBREE

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of Paradise Bay Homeowners' Association, Inc., a Florida corporation.

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 18th day of March, 1985.

VIRGINIA C. HEMBREE
SECRETARY - VIRGINIA C. HEMBREE

N08189

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
03 JUN -5 PM 3:16

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP☐ WAIT☐ MAIL

(Business Entity Name)

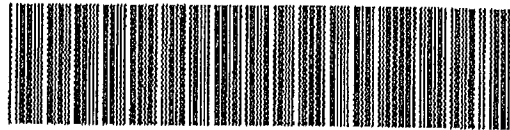
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Jeffrey ^{Shen} gave authorization
to remove "initial" in the
plan of merger. 6/11
JB

Office Use Only



400019089754

06/05/03--01058--001 **70.00

Merger

V SHEPARD JUN 11 2003

TRANSMITTAL LETTER

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
03 JUN -5 PM 3:16

TO: Amendment Section
Division of Corporations

SUBJECT: PARADISE BAY HOMEOWNERS ASSOCIATION, INC.
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Jeffrey T. Sauer
(Name of person)

Smith, Sauer & DeMaria
(Name of firm/company)

510 E. Zaragoza
(Address)

Pensacola, FL 32501
(City/state and zip code)

For further information concerning this matter, please call:

Jeffrey T. Sauer At (850) 434-2761
(Name of person) (Area code & daytime telephone number)

☐ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

ARTICLES OF MERGER (Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Paradise Bay Homeowners' Association, Inc.	Florida	N08189

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Paradise Bay Unit No. 1 Homeowners Association, Inc.	Florida	N28985
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future).

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on May 19, 2003*.
 The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
79 FOR 1 AGAINST * being a continuation of the May 8, 2003 meeting

SECTION II

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
 The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST _____

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on _____. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: _____ FOR _____ AGAINST _____

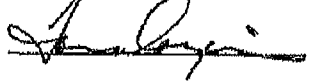
SECTION II

(CHECK IF APPLICABLE) ☐ The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
 The plan of merger was adopted by the board of directors on April 22, 2003. The number of directors in office was 3. The vote for the plan was as follows: 2 FOR _____ AGAINST 1 Absent.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature</u>	<u>Typed or Printed Name of Individual & Title</u>
Paradise Bay Homeowners Association, Inc.		Robert C. Vernon, President
Paradise Bay Unit No. 1 Homeowners Association, Inc.		Tom Dozier, President

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

- The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Paradise Bay Homeowners Association, Inc.

Florida

The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Paradise Bay Unit No. 1 Homeowners Association, Inc.

Florida

The terms and conditions of the merger are as follows:

There will be five (5) ~~initial~~ ^{initial} directors who are: Tom Dozier, Garland B. Pugh, Robert C. Vernon, R. Vaughn Nichols, Charles Taylor.

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

There will be no changes to the Articles of Incorporation of the surviving corporation.

Other provisions relating to the merger are as follows:

D-21

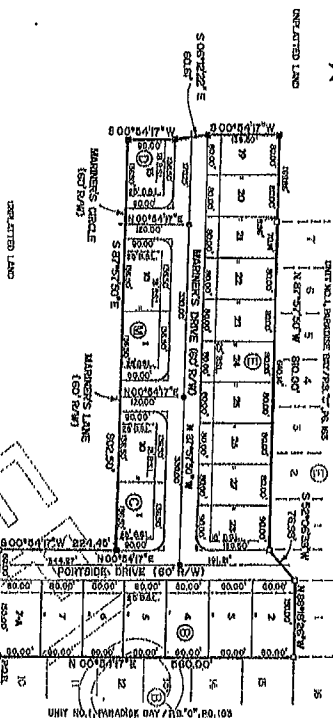
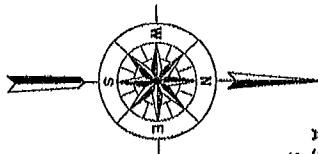
UNIT #2 PARADISE BAY

A SUBDIVISION OF A PORTION OF SECTION 28, T-2-S, R-28-W

SANTA ROSA COUNTY, FLORIDA—FEBRUARY 1983

PREPARED BY: BUTLER & ASSOCIATES LAND SURVEYING
40 EAST MERCER BOUL

40 EAS, BLANDED KUMU
PENSAACUA, FUGRIDA 32503



U.S. Highway #98 ~ STATE Road #30
(160' R/W)

SURVEYOR'S CERTIFICATE

[illegible]

REGISTERED LAND SURVEYOR NO. 2111
STATE OF FLORIDA

LEGAL DESCRIPTION:

[illegible]

COUNTY CLERK'S CERTIFICATE

[illegible]

Ronald F. Barnes
RONALD F. BARNES, CLERK OF THE CIRCUIT
SANTA ROSA COUNTY, FLORIDA

DEDICATION:

DEDICATION.
EAST BAY DEVELOPMENT, INC., A FLORIDA CORPORATION, AS OWNER OF THE LAND ABOVE DESCRIBED AND PLATTED HEREON, AND
GRAND NATIONAL BANK, AS MORTGAGEE, HEREBY DEDICATE TO THE PUBLIC ALL
RESERVED UNIT 2, PARADISE BAY, HEREIN, THIS 1 DAY OF JANUARY, 1968.

EAST BAT EXCHANGE, INC., A CORPORATION
BY John J. Sable
ITS PRESIDENT

CITIZENS NATIONAL BANK
A NATIONAL ASSOCIATED CORPORATION

RONALD L. BRUCE, ITS PRESIDENT

UNITY COMMISSIONERS.

DEBORA F. BARNES, CLERK OF THE CIRCUIT COURT
SANTA ROSA COUNTY, FLORIDA

CERTIFICATE OF APPROVAL, BOARD OF COUNTY COMMISSIONERS:

148000 N. JAMES, CLERK OF THE CIRCUIT COURT, SAID COUNTY, FLA., HEREBY CERTIFY THAT THE WITHIN PLAN BOOK PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 23 DAY OF October, 1988, WAS APPROVED FOR FILING BY SAID BOARD, AND
145 CLERK OF THE CIRCUIT COURT OF SAID BOARD, WAS ASSIGNED TO SO CERTIFY HEREOF.

DEBORA F. BARNES, CLERK OF THE CIRCUIT COURT
SANTA ROSA COUNTY, FLORIDA

STATE OF FLORIDA, COUNTY OF SANTA ROSA:

STATE OF FLORIDA, COUNTY OF ORANGE, WOOD.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1ST DAY OF FEB., 1965, BY K.C. HENKREE, AS PRESIDENT OF EAST BAY LUMBER CO., A CORPORATION, AND HIS ALSO ACKNOWLEDGED BEFORE ME BY RONALD L. BRIDGE, AS PRESIDENT OF OUTSIDE NATIONAL BANK, A CORPORATION, ON BEHALF OF THAT CORPORATION.

David A. Legan
NOTARY PUBLIC, STATE OF FLORIDA

SLAVEYOR'S NOTES:

- ◆ DENOTES PERMANENT CRITICAL POINT (20.2) NUMBER 3776
 - DENOTES PERMANENT REFERENCE POINT NUMBER 3774
 - DENOTES PERMANENT REFERENCE POINT NUMBER 1728
- THE SURF (") MEANS DEGREE AND THE SURF (°) MEANS FEET OR MINUTES.

ALL DIMENSIONS SHOWN ON CORNER LOTS ARE TO INTERSECTION OF FRONT-OF-WAY LINES.

STATIONED LIES WITHIN A 1000 BLOCKED ZONE. ACCORDING TO THE BUREAU OF THE DISTRICT OF COLUMBIA, DATED OCTOBER 14, 1972, ALL BUILDINGS SHALL BE SET BACK A MINIMUM OF 20 FEET FROM THE STREET RIGHT-OF-WAY LINE. ALL CORNER LOTS SHALL HAVE A MINIMUM FRONTING SETBACK OF 20 FEET FROM THE STREET RIGHT-OF-WAY LINE AND A MINIMUM SIDE YARD SETBACK OF 10 FEET FROM THE SIDE STREET RIGHT-OF-WAY LINE.

CERTIFICATE OF APPROVAL:

✓ Amos D. Little
 COUNTY ENGINEER
 DATE 2-2-85
 COUNTY ATTORNEY John M. Little
 DATE 2-28-85
 PLAT BOOK 2 PAGE 24

PLAT BOOK 22 PAGE 24

Owner Name 1	Owner Name 2	Mailing Address	City	State	Zip	SFE Address	Legal Description
Merton I. Bass	Idol C. Bass	P.O. Box 2415	Gulf Breeze	FL	32563	1526 Portside Drive	PARADISE BAY UNIT #2 LOT 2 BLK3 AS DES IN OR 1518 PG 241
Phu Tran	LeOuyen Phan	3880 Portside Bay Drive	Gulf Breeze	FL	32563	1526 Portside Drive	PARADISE BAY UNIT #2 LOT 3 BLK3 AS DES IN OR 4282 PG 978
Timothy A. Clay	Fairy L. Clay	1524 Portside Drive	Gulf Breeze	FL	32563	1526 Portside Drive	PARADISE BAY UNIT #2 LOT 4 BLK3 AS DES IN OR 1009 PG 580
Kerry Conkle	Lauren Conkle	1571 Ginter Creek Road	Holmwood	TN	38462	1522 Portside Drive	PARADISE BAY UNIT #2 LOT 5 BLK3 AS DES IN OR 3748 PG 1464 & AS DES IN OR 3807 PG 863
Angel Inad		1520 Portside Drive	Gulf Breeze	FL	32563	1520 Portside Drive	PARADISE BAY UNIT #2 LOT 6BLK B AS DES IN OR 3537PG 1183
Warren M. Cross	Earl R. Peyton	1518 Portside Drive	Gulf Breeze	FL	32563	1518 Portside Drive	PARADISE BAY UNIT #2 LOT 7BLK B AS DES IN OR 3270PG 851
Tracy A. Peyton	Paula Sue Lopez	760 Garthart Drive	Pensacola	FL	32563	1521 Portside Drive	PARADISE BAY UNIT #2 LOT 7BLK B AS DES IN OR 2658PG 1201
John S. Moran	Regina E. Wright	4724 Kitty Hawk Circle	Gulf Breeze	FL	32563	1521 Portside Drive	PARADISE BAY UNIT #2 LOT 1 BLK3 AS DES IN OR 3903 PG 1493
Donald C. Wright			Gulf Breeze	FL	32563	Mariners Drive	PARADISE BAY UNIT #2 LT 10 BLK3 AS DES IN OR 2474 PG 1001
Thomas Shawn Harris	Carol Lynn Aber	3873 Mariners Drive	Gulf Breeze	FL	32563	3873 Mariners Drive	PARADISE BAY UNIT #2 LOT 15BLK D AS DES IN OR 4043 PG 954
Alan C. Aber		45-107 Walhalla Road	Kennelhe	HI	96744	3872 Mariners Drive	PARADISE BAY UNIT #2 LOT 15BLK E AS DES IN OR 1948 PG 1589
Christopher Lund	Reachel Lund	3874 Mariners Drive	Gulf Breeze	FL	32563	3872 Mariners Drive	PARADISE BAY UNIT #2 LOT 20BLK F AS DES IN OR 4311 PG 412
Herman Lanius	Patricia Lanius	3876 Mariners Drive	Gulf Breeze	FL	32563	3876 Mariners Drive	PARADISE BAY UNIT #2 LT 21 BLK3 AS DES IN OR 2128 PG 346
Olsen V. Ribnosky	Berry Cuda, Larisa Cuda	3878 Mariners Drive	Gulf Breeze	FL	32563	3878 Mariners Drive	PARADISE BAY UNIT #2 LOT 22BLK F AS DES IN OR 4173 PG 31
Mariyn Greiner		3880 Mariners Drive	Gulf Breeze	FL	32563	3880 Mariners Drive	PARADISE BAY UNIT #2 LOT 23BLK F AS DES IN OR 2995 PG 362
Logan Richards	Amanda Davis Richards	3882 Mariners Drive	Gulf Breeze	FL	32563	3882 Mariners Drive	PARADISE BAY UNIT #2 LOT 24 BLK3 AS DES IN OR 3352 PG 573
Kelly H. Bailey (Downing)		3884 Mariners Drive	Gulf Breeze	FL	32563	3884 Mariners Drive	PARADISE BAY UNIT #2 LOT 25BLK F AS DES IN OR 1170 PG 709 & INOR 3474 PG 1488
Adrianne Leopard		3886 Mariners Drive	Gulf Breeze	FL	32563	3886 Mariners Drive	PARADISE BAY UNIT #2 LOT 26BLK F AS DES IN OR 3705 PG 472
Thia Kelly		3888 Mariners Drive	Gulf Breeze	FL	32563	3888 Mariners Drive	*ENHANCED LIFE EST* RESERVED IN:PARADISE BAY UNIT #2 LOT 27BLK F AS DES IN OR 1350 PG 823& F-1/E IN 4006 PG 92 & E-1/EIN OR 4082 PG 688
Stephen Christo	Deborah A. Blocker	3890 Mariners Drive	Gulf Breeze	FL	32563	3890 Mariners Drive	PARADISE BAY UNIT #2 LOT 28BLK F AS DES OR 3801 PG 1488
Otis Bay Blocker		3881 Mariners Drive	Gulf Breeze	FL	32563	3881 Mariners Drive	PARADISE BAY UNIT #2 LOT 1 BLK3 AS DES IN OR 795 PG 486
Richard L. Stewart	Misty E. Stewart	3877 Mariners Drive	Gulf Breeze	FL	32563	3877 Mariners Drive	PARADISE BAY UNIT #2 LOT 20BLK MAS DES IN OR 2143 PG 586

Ron DeSantis
GOVERNOR



Meredith Ivey
ACTING SECRETARY

April 21, 2023

John A. Fraiser, Jr., Esq.
Moorhead Real Estate Law Group
127 Palafox Place, Suite 200
Pensacola, Florida 32502

**Re: Paradise Bay Homeowners Association, Inc. – Unit 2; Approval
Determination Number: 23067**

Dear Mr. Fraiser:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Paradise Bay Homeowners Association, Inc. – Unit 2 (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

A handwritten signature in black ink, reading "James D. Stansbury".

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/bp/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

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John A. Fraiser, Jr, Esq.
April 21, 2023
Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

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

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

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

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

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

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

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.