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REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF

SAWGRASS AT TIGER POINT

A SUBDIVISION LOCATED IN SANTA ROSA COUNTY, FLORIDA

Prepared by and return to:
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REVIVED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SAWGRASS AT TIGER POINT A SUBDIVISION LOCATED IN SANTA ROSA COUNTY, FLORIDA

This REVIVED DECLARATION is made this 10th day of October, 2016, by Sawgrass at Tiger Point Homeowners Association, Inc., a Florida not for profit corporation (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Sawgrass Developers, a Florida partnership, as the original "Declarant," has heretofore filed of record that certain Declaration of Covenants, Conditions and Restrictions of Sawgrass at Tiger Point, a subdivision located in Santa Rosa County, State of Florida, recorded in **Official Record Book 739, Page 417** of the public records of Santa Rosa County, Florida (the "First Declaration") on the lands described as attached in the exhibits hereto; *Capitalized terms not defined herein shall have the meaning assigned to them in the Declaration*; and

WHEREAS, the First Declaration was subsequently amended by that certain Joinder to Restrictive Covenants, recorded in **Official Record Book 770, Page 244** of the public records of Santa Rosa County, Florida (the "First Amendment to Declaration"); and

WHEREAS, the First Declaration was further amended by that certain Amendment to Declarations of Covenants, Conditions and Restrictions of Sawgrass at Tiger Point, a Subdivision in Santa Rosa County, State of Florida, recorded in **Official Record Book 1179, Page 456** of the public records of Santa Rosa County, Florida (the "Second Amendment to Declaration"); and

WHEREAS, the First Declaration was further amended by that certain Amendment to Declarations of Covenants, Conditions and Restrictions of Sawgrass at Tiger Point, a subdivision in Santa Rosa County, State of Florida, recorded in **Official Record Book 1320, Page 927** of the public records of Santa Rosa County, Florida (the "Third Amendment to Declaration"); and

WHEREAS, the First Declaration was further amended by that certain Amendment to Restrictive Covenants of Sawgrass at Tiger Point, a Re-Subdivision of a Portion of Block "P", Tiger Point Village, Unit # 3 Recorded in the Plat Book "D" at Page 19 of the Public Records of Santa Rosa County, Florida, recorded in **Official Record Book 1465, Page 29** of the public records of Santa Rosa County, Florida (the "Fourth Amendment to Declaration"); and

WHEREAS, the First Declaration was further amended by that certain Amendment to Declarations of Covenants, Conditions and Restrictions of Sawgrass at Tiger Point, a Subdivision in Santa Rosa County, State of Florida, recorded in **Official Record Book 2975, Page 1705** of the public records of Santa Rosa County, Florida (the "Fifth Amendment to Declaration"); and

WHEREAS, the First Declaration was further amended by that certain Amendment to Declarations of Covenants, Conditions and Restrictions of sawgrass at Tiger Point, a Subdivision in Santa Rosa County, Florida, recorded in **Official Record Book 3060, Page 50** of the public records of Santa Rosa County, Florida (the "Sixth Amendment to Declaration") (hereinafter the "First Declaration", "First Amendment to Declaration", "Second Amendment to Declaration", "Third Amendment to Declaration", "Fourth Amendment to Declaration", "Fifth Amendment to Declaration" and "Sixth Amendment to Declaration" shall be collectively referred to as the "Previous Declaration"); and

WHEREAS, the Previous Declaration declared that all of the subject property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are for the purpose of protecting the value and desirability of all said real property and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, or their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof; and

WHEREAS, the Association is the owner of that certain property in Santa Rosa County, Florida, more particularly described in **Exhibit "A"** attached hereto and made a hereof (the "Sawgrass at Tiger Point"); and

WHEREAS, the covenants and restrictions contained in the Previous Declaration expired pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act; and

WHEREAS, the Association acting pursuant to Chapter 720, Florida Statutes, at least a majority of the parcel Owners of the Lots within the Subject Property, as such real property is described in **Exhibit "A"** of this Revived Declaration and Plat, and with formal approval of the Florida Department of Economic Opportunity, as required by Florida law and as evidenced by **Exhibit "B"**; do hereby with and consent to revitalize the extinguished Previous Declaration pursuant to Florida law, and irrevocably submit and subject each and every Lot within the Subject Property to be held, sold, and conveyed subject to this Revived Declaration and the easements, restrictions, covenants and conditions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and shall be binding on all parties having any right, title, or interest in the described properties or in any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of real property made subject thereto; and

WHEREAS, the organizing committee for the Sawgrass at Tiger Point Homeowners Association, Inc., consisting of:

Name	**Address**	**Telephone Number**
Stephen Richards	1161 Sawgrass Drive Gulf Breeze, FL 32563	850-916-1337
John Therrell	1149 Sawgrass Drive Gulf Breeze, FL 32563	770-335-6728
Harry Barrett	1162 Sawgrass Drive Gulf Breeze, FL 3253	850-677-8595

does hereby submit this covenants, restrictions and conditions of Sawgrass at Tiger Point Homeowners Association, Inc. pursuant to Section 720.403 through 720.407, Florida Statues (the "Revived Declaration"); and

WHEREAS, the Revived Declaration governs only the Lots which were originally encumbered by the Previous Declaration and does not contain covenants that are more restrictive on the parcel owners than the covenants contained in the Previous Declaration, except other provided by Section 720.404(3), Florida Statutes; and

WHEREAS, the voting interest of each parcel owner under this Revived Declaration is the same as the voting interest of the parcel owner under the Previous Declaration. The proportional-assessment obligations of each parcel owner under the Revived Declaration is the same as the proportional-assessment obligations of the parcel owner under the Previous Declaration; and

WHEREAS, each Lot which is to be subject to the Revived Declaration, and the name of each Owner of said Lot, as assessed in the last complete tax assessment roll of Santa Rosa County, Florida, along with the address and legal description of each Lot affected by this Revived Declaration as **Exhibit "C"** and incorporated herein and a graphic depiction of the affected real property is attached to this Revived Declaration as **Exhibit "D"** and incorporated herein; and

NOW THEREFORE, the Association acting pursuant to Section 720.403 through 720.407, Florida Statutes, hereby revives all terms and provision of the Previous Declaration, and as follows:

ARTICLE I
Definitions

Section 1 – Association. "Association" shall mean and refer to Sawgrass at Tiger Point Homeowners Association, Inc., a Florida not for profit corporation, its successors and assigns.

Section 2 - Common Area. "Common Area" shall mean and refer to all real property, more specifically described on **Exhibit "A"** (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 3 – Plat. "Plat" shall mean and refer to the subdivision Plat of Sawgrass at Tiger Point, as recorded in Plat Book D, Page 19, of the Public Records of Santa Rosa County, Florida.

Section 4 – Lot. "Lot" shall mean and refer to any one of the Lots as shown upon the Plat; however, Lot 14 shall not be deemed a Lot per the Fourth Amendment to Declaration, which divided Lot 14 between the Owners of Lot 13 and Lot 15.

Section 5 - Subject Property. "Subject Property" shall mean and refer to that real property, more specifically described on **Exhibit "A"** or any Lot, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association, which is described above.

Section 6 - Owner. "Owner" shall mean and refer to all present and future record owners, whether one or more persons or entities, of a fee simple title to any Lot. Owner shall not include those persons or entities having a record interest in a Lot merely as security for the performance of an obligation. Whenever herein a use or enjoyment restriction provides that an Owner can or cannot do, or fails to do, certain acts or things, the Owner shall also be deemed to include the Owners family, guests, tenants and purchasers pursuant to an unrecorded contract, provided, however, that only an Owner, and not a member of the Owners family, the Owner's guests, the Owner's tenants or the Owners purchasers pursuant to an unrecorded contract, shall be held financially responsible for any such act or failure to act.

Section 7 – Member. "Member" shall mean and refer to a member of the Association, and may include, but is not limited to, a parcel Owner or an Association representing parcel Owners or a combination thereof, and includes any person or entity obligated by the governing documents to pay an assessment or amenity fee.

ARTICLE II
Property Rights

Section 1 – Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which right and easement shall appurtenant to and shall pass with the title to any portion of the property, subject to the following provisions:

1. The right of the Association to suspend the voting rights of an Owner for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than 90 days delinquent;
2. If a Member is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the Association, the Association may suspend the rights of the Member, or the Member's tenant, guest, or invitee, to use Common Areas until the fee, fine, or other monetary obligation is paid in full.
3. The right of the Association to suspend the right to use of the Common Areas and recreational facilities by an Owner for any period during which any assessment against his portion of the property is unpaid, and for a period not to exceed 60 days for any infraction of the Associations' published rules and regulations;
4. The Association may not prohibit an Owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park;
5. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility (subject to acceptance by such public agency, authority, or utility) for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective, however, unless an instrument agreeing to such dedication or transfer is signed by two-thirds of the Owners has been recorded.

If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

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 – Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2 – Voting Rights. Except as otherwise expressly provided for herein, each Owner shall be entitled to one vote for each Lot owned. If more than one person holds an ownership interest in any Lot, then all such persons shall be Members and the one vote for each such Lot shall be exercised as they determine. In no event shall more than one vote be cast with respect to any one Lot.

ARTICLE IV
Assessments

Section 1 – Creation of the Lien and Personal Obligation of Assessments. The Owner of each Lot by acceptance of a deed thereof, whether or not is shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) a monthly assessment, and (b) any special assessment, 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 Lot and shall be a

continuing lien upon the Lot against which 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(s) who is the Owner of such Lot at the time when the assessment becomes due.

Section 2 – Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents, and for the improvement and maintenance of the Common Area including but not limited to pool, road, entrance, dock and walkways; and to pay all ad valorem real property taxes upon property owned by the Association. The Association shall maintain the yard, including all shrubbery and shall mow, trim, and otherwise maintain all lawns in the subdivision unless, a vote of two-thirds of the Members of the Association determine to discontinue the maintenance of lawns in the subdivision. The assessments shall be used in part for said yard maintenance.

Section 3 – Monthly Assessments. Until January 1, 1986, the maximum assessment shall be $75.00 per Lot per month.

a) From and after January 1, 1986, the maximum monthly assessment may be increased each year but not more than 15% above the potential maximum assessment during the previous year without a vote of the membership.
b) From and after January 1, 1986, the maximum monthly assessment may be increased above 15% of the previous year's potential maximum assessment by a vote of two-thirds of the Owners of Lots who are voting in person or by proxy, at a meeting duly called for this purpose.
c) The Board of Directors of the Association shall fix the monthly assessment at an amount not in excess of the potential maximum assessment.
d) Regardless of the provisions above, the Association shall be obligated to pay all ad valorem real property taxes upon any Common Area and shall maintain and repair the Private Drive at all times, and no limitation above shall ever prohibit the Association from increasing the monthly assessment to an amount sufficient to pay such taxes and for such maintenance and repairs.

Section 4 – Special Assessment for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment per Lot application to that year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, real property owned by the Association or public property adjoining or in the vicinity of the Lots, including fixtures and personal property related thereto, provided that any such assessment shall the assent of two-thirds of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding Lot use will be considered must be mailed, delivered, or electronically transmitted to the Members and Owners and posted conspicuously on the Subject Property or broadcast on closed-circuit cable television not less than 14 days before the meeting.

Section 5 – Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of Section 3 of this Article shall be sent by United States Mail, postage prepaid, to all Owners and Members (as of 30 days prior to the date of mailing such notice) not less than 10 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of Members of proxies entitled cast 50% of all the votes shall constitute a quorum. If the required quorum is not present, the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No subsequent meeting shall be held more than 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, except that the Board of Directors shall have the right to fix a lower monthly assessment for Lots which have not been built upon than for Lots which have been built upon. 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 of convenience to the Owners to pay on a quarterly, semi-annual or annual basis.

Section 7 – Date of Commencement of Monthly Assessments: Due Date. The monthly assessments provided for herein shall commence as to all Lots following conveyance of the Common Area, and thereafter otherwise as determined by the Board of Directors of the Association. The Board of Director of the Association shall fix the amount of the monthly assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of changes in the amount of monthly assessments shall be sent to every Owner subject thereto. The due date for payment of monthly assessments shall be the first day of a month. The Association shall, upon demand, and for a reasonable charge furnish a certificate, which states the reasonable charge, 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. If the certificate is requested in conjunction with the sale or mortgage of a Lot but the closing does not occur and no later than 30 days after the closing date for which the certificate was sought the preparer receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payor that is not the Lot Owner, the fee shall be refunded to that payor within 30 days after receipt of the request. The refund is the obligation of the Lot Owner, and the association may collect it from that Owner in the same manner as an assessment.

Section 8 – Effect of Nonpayment of Assessments: Remedies of the Association. Any annual or special assessment not paid within 30 days after the due date shall bear interest from the due date at the highest legal rate. The Association may, after first giving 10 days written notice to the holder of any first mortgage, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may waive or otherwise avoid personal liability for the assessments provided for herein by non-use of any Common Area, facilities or real property owned by the Association or abandonment of his Lot.

Section 9 – Subordination of the Lien of 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. Failure to pay assessments does not constitute a default under an insured mortgage. 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, subject to the requirements of a first mortgage as provided for in F. S. §720.3085 (2)(c) (2010), and further articulated below. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or lien thereof.

However, as provided for in F. S. §720.3085 (2)(c) (2010), the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

1. The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

2. One percent of the original mortgage debt.

Section 10 – Functions of the Association. The Association may elect to provide any other services that are allowed by applicable law to promote the health, safety, and welfare of the residents of the Subject

Property. In addition the Association may elect to procure other properties, whether adjacent to the Subject Property or not, for recreational or other purposes. Provided, however, that no activity of the Association shall be commenced without approval of two-thirds of the Owners in the Subject Property (as heretofore stated, each Lot to have one vote) if the activity shall necessitate more than a nominal expenditure of funds. The Common Area cannot be mortgaged or conveyed without the consent of at least two-thirds of the Lot Owners excluding the developer.

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 Area, which fund is to be maintained out of regular assessments for common expenses.

Section 12 – Right of Entry. The Association has a reasonable right of entry upon any Lot to make any emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Subject Property.

ARTICLE V
Architectural and Ground Control

Section 1 – General. No building, fence, wall, or any other structure shall be commenced, erected, or maintained upon the Subject Property, nor shall any exterior addition to or changes or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee as to the harmony of external design and location in relation to surrounding structures and typography. In the event the Architectural Control Committee, or a member designed by it, fails to approve or disapprove such plans and specifications within 30 days after 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. The plans submitted to the Architectural Control Committee shall, without limitation, show the elevation and other matters above set forth on the front, rear, and both side walls of the structure. No tree or large bush shall be removed or planted without prior approval of the Architectural Control Committee.

The Architectural Review Committee shall be compromised of three (3) or more members, appointed or replaced by the Board from time to time at the sole discretion of the Board. A majority of the members of the Architectural Review Committee shall constitute a quorum for the transaction of business and the affirmative vote of a majority of those present, in person or proxy, at a meeting of the Architectural Review Committee shall constitute the action of the Architectural Review Committee.

It is contemplated that all building construction in the Subject Property shall be compatible with the first building constructed but that the Architectural Control Committee may, in its discretion, reject any plans submitted to it if it determines, in its discretion, that the design submitted is not compatible with the existing buildings in the Subject Property. The Architectural Control Committee will provide a chart and list of colors, and material for exterior finish as well as roof material. It shall also have a list of plants and shrubbery which is acceptable. Each new structure must have the yard landscaped in a manner acceptable to the Architectural Control Committee and the lawn must be sodded and a sprinkler system installed at the time of the construction. However, no provision in this Revived Declaration or governing documents shall be interpreted as prohibiting or enforcement by the Association of Architectural Control Committee to prohibit an Owner from implementing Florida-friendly landscaping, as defined in s. 373.185, on his or her land or create any requirement or limitation in conflict with any provision of part II of chapter 373 or a water shortage order, other order, consumptive use permit, or rule adopted or issued pursuant to part II of chapter 373. Further, there will be no later alteration or change in color or outside appearance without the specific approval of the Architectural Control Committee. In order to minimize

the cost and expense of architects and engineers on plans which are later denied by the Architectural Control Committee, Owners of Lots in Subject Property are invited to submit preliminary plans or ideas for them to Architectural Control Committee, so that Owners will incur as little expense as possible on designs which are found to be unacceptable the Architectural Control Committee. The Architectural Control Committee shall have the right to charge a modest fee for review of plans submitted in accordance with this Article, such fee reasonable calculated to reimburse the Architectural Control Committees only for its out-of-pocket expenses (including employment of professional advisors).

Section 2 – Display of Flag. No provision in this Revived Declaration, articles of incorporation, or bylaws, may preclude the display of one portable, removable United States flag by property owners. However, the flag must be displayed in a respectful manner, consistent with Title 36 U.S.C. chapter 10. Any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association.

Any homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may further display in a respectful manner from that flagpole, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, one official United States flag, not larger than 4 ½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the governing documents.

ARTICLE VI
Entry

There will be an entry gate or other controlled entry as determined by the Association. The Association will determine whether it is accessed by a card or telephone system or otherwise so that Owners of Lots, their families, visitors, delivery personnel, etc. may have access to the Subject Property.

ARTICLE VII
Parking

There shall be no on-street parking in the Subject Property and all parking shall be in garages except that parking for Owners, their families, friends, invitees and visitors may, on a first come, first served basis, be on any portion of the Common Area which is designated for parking.

ARTICLE VIII
Exterior Maintenance

In the event an Owner of any Lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by a two-thirds vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the

buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject as provided in Article IV.

ARTICLE IX
Building Setback Lines

The Architectural Control Committee shall establish setback distances for each Lot and on a case-by-case basis, applying uniform standards in a consistent and nondiscriminatory manner. Simply as a guide, but without fixing setback distances, on many Lots it is anticipated that the front Lot line (front Lot line being that line running along the Private Drive) setback shall be 25 feet; the side Lot line setback will be 5 feet; and a rear Lot line setback determined consistent with the characteristics of the individual Lot. Unless otherwise noted by the Architectural Control Committee, the setback lines determined shall not apply to chimneys, eave overhangs, and patios, but shall apply to decks. Each Owner of a building in the Subject Property shall assure that water running off the roof of his building is not to be discharged upon an adjoining Lot.

ARTICLE X
Prohibited Uses

Section 1 – Single Residential Use. No Lot shall be used except for residential purposes. There will be only one living unit per Lot which shall not exceed 3 stories in height and a private garage for not more than 2 cars and a golf cart. In all cases exclusive of decks, porches and any interior area of the dwelling which is not heated or cooled, the minimum living area of any residential unit constructed on a Lot shall be as follows:

a) Lots 7 through 19, inclusive, shall be 2,500 square feet; however, Lot 17 shall be the maximum square footage possible within the set back lines and height restrictions, but no less than 2,250 square feet;
b) All remaining Lots (Lots 1 through 6 and 20 through 25) shall be 2,000 square feet.

Section 2 – No Offensive Activities. No obnoxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done on it that may be or become an annoyance or nuisance to the neighborhood.

Section 3 – Fences. Subject to the approval of the Architectural Control Committee, fences may be erected. The Architectural Control Committee shall have complete control in its discretion as to the style, building material, and height of fences, and may refuse to authorize any fence whatsoever.

Section 4 – Clotheslines, etc. No visible outside clotheslines are permitted in the Subject Property. The Architectural Control Committee shall have the right to require the Owners of any Lot in the development to screen or enclose outside equipment or personalty stored outside of any dwelling unit, if the Architectural Control Committee in it discretion finds that the presence thereof is inconsistent with the high standards of appearance planned for the development.

Section 5 – Parking. No automobile, camper or recreational vehicle of any sort, truck, boat, trailer or any other vehicle, trailer or the like, shall be parked on a regular basis on any driveway in the Subject Property. That portion of the Common Area near the entry to the Subject Property is intended for automobile parking only for Owners' friends, invitees and visitors, and not parking for Owners of automobiles, campers, recreational vehicles, trucks, boats, trailers or the like.

Section 6 – Pets. There shall be no animals in the Subject Property except small domestic pets which are normally kept indoors. It is intended that there shall be no outside pets. Fencing pets in a yard

is not permitted and will not excuse any Owner from the requirement that pets must reside and stay indoors and only taken out of doors temporarily and then when under leash or complete control of the Owner.

Section 7 – Garage Doors. Garage doors must remain closed at all times except when automobiles are entering or leaving the garage.

Section 8 – House Number. After erection of a dwelling unit on any Lot, the Owner shall cause to be displayed such identification of his premises as may be required by the Association. If the numbering of each unit for identification to be used by the U.S. Post Office is not sufficient for service and emergency personnel to quickly identify each unity, the Association shall design a home identification system to accomplish such quick identification. Regardless of what identification system is required, each Owner shall use the size and type designated by the Association.

Section 9 – Garbage. No garbage, rubbish, trash or other miscellaneous unsightly objects shall be dumped or allowed to remain on any Lot, and all garbage containers shall be concealed from view at all times.

Section 10 – Waiver. The Architectural Control Committee is granted the right to waive minor violations of these covenants upon written determination by the Architectural Control Committee that the violation waived is minor and does not adversely affect the value of the Lots in the remainder of the development.

Section 11 – Signs. Signs such as For Rent, For Sale, Lease Available, or similar signs relating to the sale or rental of property are prohibited from placement or any lot or building.

No other form of sign shall be displayed on any Lot without the prior approval of a majority of the Board of Directors, and in any event for a period not to exceed thirty (30) days; Excepted there from address markers as herein after described. Further, any Owner may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home.

Vacant Lots for sale may display an address marker for identification purposes only. Said marker shall consist of a 4' long treated 2x4 painted white with street numbers painted in black. Address markers shall be provided and paid for by the Association. The markers shall be manufactured and installed by a volunteer committee of the Owners near the center of the Lot 25' from the road. The markers remain the property of the Association and will be removed upon the sale of the Lot or when the Lot is taken off the market for sale.

ARTICLE XI
General Provisions

Section 1 – Enforcement. The Association or any Owner or Member 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 the Revived Declaration against the following: the Association, an Owner, or a Member, any director or officer of the Association who willfully and knowingly fails to comply with the provisions of this Revived Declaration, and any tenants, guests, or invitees occupying a Lot or using the Common Area. Failure by the Association or any Owner or Member to enforce any such restrictions, conditions, covenants, reservations, liens or charges shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation is entitled to recover reasonable attorney fees and costs. A Member prevailing in an action between the Association and the Member under this section, in addition to recovering his or her reasonable attorney fees, may recover additional amounts as determined by the court to be necessary to reimburse the Member for his or

her share of assessments levied by the Association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law.

Section 2 – Severability. Invalidation of any one of the restrictions, conditions, covenants, reservations, liens or charges, by judgment or court order, shall in no way affect any other provisions of this Revived Declaration, which shall remain in full force and effect thereafter.

Section 3 – Duration and Amendment. The restrictions, conditions and covenants of this Revived Declaration shall run with and bind the land, shall be deemed a part of all deed and contracts for conveyance of any and all Lots, and shall be binding on all Owners for a period of 40 years from the date of this Revived Declaration is recorded, unless amended by an instrument signed by two-thirds of the then Owners. After the initial 40-year term, this Revived Declaration shall be automatically extended for successive periods of 10 years, unless amended by an instrument signed by a majority of the then Owners. Amendment of this Revived Declaration requires HUD/VA prior approval as long as there is a Class B membership. Any such amendment must be recorded in the Public Records of Santa Rosa County, Florida.

Section 4 – Nonliability of Association. The Association shall not in any way or manner be held liable to any Owner or any other person or entity for failure to enforce, or for any violation of, the restrictions, conditions, covenants, reservations, liens or charges herein contained by any Owner, other than itself.

Section 5 – Annexation. Additional residential property or Common Area may be annexed to the Subject Property with the recorded written consent of two-thirds of the then Owners. Annexation of additional properties, dedication of Common Area required HUD/VA prior approval as long as there is a Class B membership.

Section 6 – Notice. Unless otherwise expressly provided herein or as may be required by governing law, the requirements of the Association to give any type of notice provided herein may be satisfied by mailing said notice, postage prepaid, to the last mailing address of the Owner as reflected on the records of the Association.

Section 7 – Miscellaneous. Any single violation of any provision of this Revived Declaration by an Owner shall constitute a continuing violation which shall allow the Association or any other Owner to seek permanent injunctive relief. In no event shall a violation of the restrictions, conditions or covenants ever be interpreted to work a reverter or a forfeiture or title.

IN WITNESS WHEREOF, the Association has executed this Revived Declaration on the date set out above.

Signed, sealed and delivered in the presence of:

Printed Name: Stephen Richards

Printed Name: Sarah E. Hamrick

SAWGRASS AT TIGER POINT HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

By: JOHN M THERRELL
As its: President

Printed Name: Stephen Richards

Printed Name: Harry Barrett

SAWGRASS AT TIGER POINT HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

By: KRISTINE BARRETT
As its: Secretary

STATE OF FLORIDA)
)
COUNTY OF SANTA ROSA)

The foregoing instrument was acknowledged before me this 10 day of October, 2016 by John M Therrell as President of Sawgrass at Tiger Point Homeowners Association, Inc., a Florida not for profit corporation, on behalf of said corporation, who personally appeared before me and is (X) personally known to me, or ( ) who has produced _____ as identification.

[NOTARY SEAL]

Notary Public
My commission expires: SEP 30, 2020

RICHARD ALLEN WILLIE II
MY COMMISSION #FF998124
EXPIRES: SEP 30, 2020
Bonded through 1st State Insurance

STATE OF FLORIDA)
)
COUNTY OF SANTA ROSA)

The foregoing instrument was acknowledged before me this 10 day of October, 2016 by KRISTINE BAILEY as Secretary of Sawgrass at Tiger Point Homeowners Association, Inc., a Florida not for profit corporation, on behalf of said corporation, who personally appeared before me and is (X) personally known to me, or ( ) who has produced _____ as identification.

[NOTARY SEAL]

Notary Public
My commission expires: Sept. 30, 2020

RICHARD ALLEN WILLIE II
MY COMMISSION #FF998124
EXPIRES: SEP 30, 2020
Bonded through 1st State Insurance

Exhibit "A"

PARCEL 1:

A portion of Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 15, Sawgrass at Tiger Point as recorded in Plat Book "D", Page 19, of the Public Records of Santa Rosa County, Florida, said point being on the edge of water of Santa Rosa Sound; thence run North 18°55'27" East for 11.00 feet more or less to a concrete monument; thence continue North 18°55'27" East for 65.00 feet; thence run 08°16'12" West for 35.31 feet; thence run North 38°33'24" West 62.03 feet; thence run North 75°57'36" West for 31.21 feet; thence run North 08°32'30" West for 48.49 feet; thence run North 62°56'36" West for 10.40 feet; thence run South 67°57'50" West for 16.99 feet; thence run South 04°01'39" East for 25.48 feet; thence run North 89°35'17" West for 36.72 feet; thence run South 54°25'54" West for 92.91 feet; thence run North 88°04'17" West for 47.13 feet; thence run North 17°37'07" West for 32.92 feet; thence run North 09°51'07" East for 69.50 feet; thence run North 50°46'54" East for 31.72 feet; thence run North 52°39'14" East for 60.91 feet; thence run South 86°52'27" East for 55.45 feet; thence run North 59°48'38" East for 44.98 feet; thence run North 73°17'34" East for 19.37 feet; thence run North 28°33'39" East for 94.73 feet; thence run North 46°25'57" East for 62.48 feet; thence run North 28°50'01" East for 70.78 feet; thence run North 07°58'44" East for 63.08 feet; thence run North 24°27'22" East for 13.52 feet; thence run North 04°45'13" East for 44.10 feet; thence run North 85°14'47" West for 60.00 feet; thence run South 5 feet more or less to the edge of a canal; thence meander Southerly and Southwesterly along the easterly edge of said canal for 800 feet more or less to the edge of water of Santa Rosa Sound; thence meander Easterly along the edge of Santa Rosa Sound for 600 feet more or less to the Point of Beginning. Containing 3 acres more or less.

PARCEL 2:

A portion of Block "P", TIGER POINT VILLAGE UNIT NO. 3, as recorded in Plat Book "C", Page 26, of the Public Records of Santa Rosa County, Florida, and other properties lying and being in Section 33,Township 2 South, Range 28 West, Santa Rosa County, Florida, more particularly described as follows:

Beginning at the intersection of the Southerly right of way line of Sawgrass Drive (25 foot private drive) and the Southeasterly right of way line of Ceylon Drive per the Plat of Sawgrass at Tiger Point as recorded in Plat Book "D", Page 19, of the Public Records of Santa Rosa County, Florida; thence South 85°14'47" East, along said Southerly right of way line of Sawgrass Drive, a distance of 45.00 feet to the Northwest Corner of the "Private Common Area" as per the aforesaid Plat of Sawgrass at Tiger Point; thence South 04°45'13" West, along the West line of said "Private Common Area", a distance of 33.00 feet; thence North 85°14'47" West a distance of 55.60 feet to the aforesaid Southeasterly right of way line of Ceylon Drive; thence North 22°34'03" East, along said Southeasterly right of way line of Ceylon Drive, a distance of 34.66 feet to the Point of Beginning. Containing 0.038 acre, more or less.

PARCEL 3:

A portion of Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Lot 18, Sawgrass at Tiger Point as recorded in Plat Book "D", Page 19, of the Public Records of Santa Rosa County, Florida, said point being on the edge of water of Santa Rosa Sound; thence North 21°18'45" West for 11 feet more or less to a concrete monument; thence continue North 21°18'45" West for 134.00 feet; thence run North 07°24'05" West for 30.25 feet; thence run North 02°17'42" East for 80.08 feet; thence run North 26°59'18" East for 21.93 feet; thence run North 63°43'14" Est for 15.90 feet; thence run North 76°26'23" East for 50.07 feet; thence run North 36°33'43" East for 16.33 feet; thence run North 08°51'00" East for 95.88 feet; thence run North 00°56'26" East for 51.58 feet; thence run North 10°13'15" East for 36.70 feet; Thence run North 50°26'00" East for 15.72 feet; thence run North 79°56'55" East for 31.47 feet; thence run North 00°13'13" East for 40.49 feet; thence run South 71°41'01" East for 399.48 feet; thence run South 00°44'30" East for 385 feet more or less to the edge of the water of Santa Rosa Sound; thence meander Westerly along the edge of Santa Rosa Sound for 485 feet more or less to the Point of Beginning. Containing 3 acres more or less.

Referring to the plat of Sawgrass at Tiger Point, which is recorded in Plat Book D, Page 19, of the Public Records of Santa Rosa County, Florida, begin at point "A"; thence go Northwesterly, Northerly and Northeasterly along the Easternmost line of Lot 18, the "private common area," Lot 19, Lot 20 and Lot 21 to the Eastern most corner of said Lot 21 (being the Southernmost corner of Lot 22); thence go to Point "X" (as hereinafter defined); thence go;

(i) If Point "X" is not either in Santa Rosa Sound or on the water's edge thereof, thence continue the same course to the water's edge of Santa Rosa Sound; or

(ii) If Point "X" is in Santa Rosa Sound, thence reverse the same course to the water's edge of Santa Rosa Sound; and thence meander Westerly along the water's edge of Santa Rosa Sound to the aforesaid Point "A", and the end of this description.

Point "X" as used in the above description is defined as follows:

Commence at the Northeasterly most corner of Lot 18, Sawgrass at Tiger Point, a subdivision according to the Plat thereof recorded in Plat Book D, Page 19, of the Public Records of Santa Rosa County, Florida; thence South 21°18'45" East for 105.00 feet; thence 81°08'01" East for 200 feet, for Point "X".

PARCEL 4:

A portion of Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 15, Sawgrass at Tiger Point as recorded in Plat Book "D", Page 19, of the Public Records of Santa Rosa County, Florida, said point being on the edge of water of Santa Rosa Sound; thence run North 18°55'27" East for 11.00 feet more or less to a concrete monument; thence continue North 18°55'27" East for 65.00 feet; thence run 08°16'12" West for 35.31 feet; thence run North 38°33'24" West 62.03 feet; thence run North 75°57'36" West for 31.21 feet; thence run North 08°32'30" West for 48.49 feet; thence run North 62°56'36" West for 10.40 feet; thence run South 67°57'50" West for 16.99 feet; thence run South 04°01'39" East for 25.48 feet; thence run North 89°35'17" West for 36.72 feet; thence run South 54°25'54" West for 92.91 feet; thence run North 88°04'17" West for 47.13 feet; thence run North 17°37'07" West for 32.92 feet; thence run North 09°51'07" East for 69.50 feet; thence run North 50°46'54" East for 31.72 feet; thence run North 52°39'14" East for 60.91 feet; thence run South 86°52'27" East for 55.45 feet; thence run North 59°48'38" East for 44.98 feet; thence run North 73°17'34" East for 19.37 feet; thence run North 28°33'39" East for 94.73 feet; thence run North 46°25'57" East for 62.48 feet; thence run North 28°50'01" East for 70.78 feet; thence run North 07°58'44" East for 63.08 feet; thence run North 24°27'22" East for 13.52 feet; thence run North 04°45'13" East for 44.10 feet; thence run North 85°14'47" West for 60.00 feet; thence run South 5 feet more or less to the edge of a canal; thence meander Southerly and Southwesterly along the easterly edge of said canal for 800 feet more or less to the edge of water of Santa Rosa Sound; thence meander Easterly along the edge of Santa Rosa Sound for 600 feet more or less to the Point of Beginning. Containing 3 acres more or less.

PARCEL 5:

A portion of Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 15, SAWGRASS AT TIGER POINT, as recorded in Plat Book "D", Page 19, of the Public Records of Santa Rosa County, Florida, said point be the edge of water of Santa Rosa Sound; thence run North 18 degrees 55 minutes 27 seconds East for 11.00 feet more or less to a concrete monument; thence continue North 18 degrees 55 minutes 27 seconds East for 65.00 feet; thence run North 8 degrees 16 minutes 12 seconds West for 35.31 feet;thence run North 38 degrees 33 minutes 24 seconds West for 62.03 feet; thence run North 75 degrees 57 minutes 36 seconds West for 31.21 feet; thence run North 80 degrees 32 minutes 30 seconds West for 48.49 feet; thence run North 62 degrees 56 minutes 36 seconds West for 10.40 feet; thence run South 67 degrees 57 minutes 50 seconds West for 46.99 feet; thence run South 4 degrees 01 minutes 39 seconds East for 25.48 feet; thence run North 89 degrees 35 minutes 17 seconds West for 36.72 feet; thence run South 54 degrees 25 minutes 54 seconds West for 92.91 feet; thence run North 88 degrees 04 minutes 17 seconds West for 47.13 feet;

thence run North 17 degrees 37 minutes 07 seconds West for 32.92 feet thence run North 9 degrees 51 minutes 07 seconds East for 69.50 feet thence run North 50 degrees 46 minutes 54 seconds East for 31.72 feet; thence run North 52 degrees 39 minutes 14 seconds East for 60.91 feet; thence run South 86 degrees 52 minutes 27 seconds East for 55.45 feet; thence run North 59 degrees 48 minutes 38 seconds East for 44.98 feet; thence run North 73 degrees 17 minutes 34 seconds East for 19.37 feet; thence run North 28 degrees 33 minutes 39 seconds East for 94.73 feet; thence run North 46 degrees 25 minutes 57 seconds East for 62.48 feet; thence run North 28 degrees 50 minutes 01 seconds East for 70.78 feet; thence run North 7 degrees 58 minutes 44 seconds East for 63.08 feet; thence run North 24 degrees 27 minutes 22 seconds East for 13.52 feet; thence run North 4 degrees 45 minutes 13 seconds East for 44.10 feet; thence run North 85 degrees 14 minutes 47 seconds West for 60.00 feet; thence run South 5 feet more or less to the edge of a canal; thence meander Southerly and Southwesterly along the Easterly edge of said canal for 800 feet more or less to the edge of water of Santa Rosa Sound; thence meander Easterly along the edge of Santa Rosa Sound 600 feet more or less to the Point of Beginning.

Rick Scott
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Cissy Proctor
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-16-179

September 23, 2016

Brian W. Hoffman, Esq.
Carver Darden, LLC
801 West Romana St.
Suite A
Pensacola, Florida 32502

Re: Sawgrass at Tiger Point Homeowners Association, Inc.

Dear Mr. Hoffman:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for **Sawgrass at Tiger Point Homeowners Association, Inc.**, and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the homeowners' documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

EXHIBIT
B

FINAL ORDER NO. DEO-16-179

NOTICE OF ADMINISTRATIVE RIGHTS

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

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, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER. 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 THE FINAL ORDER BEING PUBLISHED IN THE FLORIDA ADMINISTRATIVE REGISTER.

FINAL ORDER NO. DEO-16-179

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 23rd day of September, 2016.

Stephanie Rattha
Agency Clerk
Department of Economic Opportunity
107 East Madison Street, MSC 110
Tallahassee, FL 32399-4128

By Certified U. S. Mail:

Brian W. Hoffman, Esq.
Carver Darden, LLC
801 West Romana St.
Suite A
Pensacola, Florida 32502

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning

Exhibit "C"

Name	Address	Legal Description	Parcel ID #
Sawgrass at Tiger Point Homeowners Association, Inc., a Florida not for profit corporation	1199 Sawgrass Drive Gulf Breeze, FL 32563	A portion of Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, being more particularly described as follows: Begin at the Southwest corner of Lot 15, Sawgrass at Tiger Point as recorded in Plat Book "D", Page 19, of the Public Records of Santa Rosa County, Florida, said point being on the edge of water of Santa Rosa Sound; thence run North 18°55'27" East for 11.00 feet more or less to a concrete monument; thence continue North 18°55'27" East for 65.00 feet; thence run 08°16'12" West for 35.31 feet; thence run North 38°33'24" West 62.03 feet; thence run North 75°57'36" West for 31.21 feet; thence run North 08°32'30" West for 48.49 feet; thence run North 62°56'36" West for 10.40 feet; thence run South 67°57'50" West for 16.99 feet; thence run South 04°01'39" East for 25.48 feet; thence run North 89°35'17" West for 36.72 feet; thence run South 54°25'54" West for 92.91 feet; thence run North 88°04'17" West for 47.13 feet; thence run North 17°37'07" West for 32.92 feet; thence run North 09°51'07" East for 69.50 feet; thence run North 50°46'54" East for 31.72 feet; thence run North 52°39'14" East for 60.91 feet; thence run South 86°52'27" East for 55.45 feet; thence run North 59°48'38" East for 44.98 feet; thence run North 73°17'34" East for 19.37 feet; thence run North 28°33'39" East for 94.73 feet; thence run North 46°25'57" East for 62.48 feet; thence run North 28°50'01" East for 70.78 feet; thence run North 07°58'44" East for 63.08 feet; thence run North 24°27'22" East for 13.52 feet; thence run North 04°45'13" East for 44.10 feet; thence run North 85°14'47" West for 60.00 feet; thence run South 5 feet more or less to the edge of a canal; thence meander Southerly and Southwesterly along the easterly edge of said canal for 800 feet more or less to the edge of water of Santa Rosa Sound; thence meander Easterly along the edge of Santa Rosa Sound for 600 feet more	33-2S-28-0000-00108-0000

		or less to the Point of Beginning. Containing 3 acres more or less.	
Peter Rand & Joyce Rand	1171 Sawgrass Drive Gulf Breeze, FL 32563	Lot 1, Sawgrass at Tiger Point, a Subdivision of a portion of Section 33, Township 2 South Range 28 West, Santa Rosa County, Florida, according to Plat recorded in Plat Book D, at Page 19 of the Public Records of said County.	33-2S-28-4926-00000-0010
Samual Stevens & Associates Inc., a Florida corporation	2313 HWY 87 Navarre, FL 32566	Lot 2, Sawgrass at Tiger Point, a Subdivision of a portion of Section 33, Township 3 South, Range 28 West, Santa Rosa County, Florida, according to Plat recorded in Plat Book D, Page 19, of the public records of Santa Rosa County, Florida.	33-2S-28-4926-00000-0020
James L. Kubik & Kendall J. Kubik	1167 Sawgrass Drive Gulf Breeze, FL 32563	Lot 3, Sawgrass at Tiger Point, according to the map or plat thereof as recorded in Plat Book D, Page 19 of the public records of Santa Rosa County, Florida.	33-2S-28-4926-00000-0030
Gene T. Strickland & Angela J. Ziebarth	1165 Sawgrass Drive Gulf Breeze, FL 32563	Lot 4, SAWGRASS AT TIGER POINT, according to the plat thereof, recorded in Plat Book D, Page(s) 19 of the Public Records of Santa Rosa County, Florida.	33-2S-28-4926-00000-0040
Jacob Rantz & Barbara Rantz	1163 Sawgrass Drive Gulf Breeze, FL 32563	Lot 5, Sawgrass at Tiger Point, being a portion of Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, according to plat recorded in Plat Book "D" at Page 19 of the Public Records of said County.	33-2S-28-4926-00000-0050
Stephen L. Richards & Shirley S. Richards	1161 Sawgrass Drive Gulf Breeze, FL 32563	Lot 6, SAWGRASS AT TIGER POINT EAST Subdivision, according to the plat thereof, recorded in Plat Book D, Page 19, in the public records of Santa Rosa County, Florida.	33-2S-28-4926-00000-0060
Elizabeth G. Scherl, as trustee of the Elizabeth G. Scherl Trust, dated October 20, 2008	1133 Sawgrass Drive Gulf Breeze, FL 32563	Lot 7, SAWGRASS AT TIGER POINT, according to the plat thereof as recorded in Plat Book "D", Page 19, of the public records of Santa Rosa County, Florida.	33-2S-28-4926-00000-0070
Steven R. Ingram & Linda G. Ingram	1135 Sawgrass Drive Gulf Breeze, FL 32563 Mailing: 154 White Ave. Fairhope, AL, 36532	Lot 8, SAWGRASS AT TIGER POINT, being a portion of Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, according to plat recorded in Plat Book "D" at Page 19 of the public records of said County.	33-2S-28-4926-00000-0080
Slavoljub Djuric & Margaret Djuric	1137 Sawgrass Drive Gulf Breeze, FL 32563 Mailing: 12960 Lillian HWY	Lot 9, SAWGRASS AT TIGER POINT, according to the Plat thereof as recorded in Plat Book D, Page 19, of the Public Records of Santa Rosa County, Florida.	33-2S-28-4926-00000-0090

	Pensacola, FL, 32506		
Judith Grabel & Michael Grabel, as Trustees of the Judith Grabel Trust Under Indenture, an unrecorded trust dated January 11, 1999	1139 Sawgrass Drive Gulf Breeze, FL 32563 Mailing: 7366 Kingsbury BLVD University City, MO, 63130-4142	Lot 10, Sawgrass at Tiger Point, being a portion of Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, according to Plat recorded in Plat Book "D", at Page 19 of the public records of said county.	33-2S-28-4926-00000-0100
Richard A. Willie, II & Sharon S. Willie	1141 Sawgrass Drive Gulf Breeze, FL 32563 Mailing: PO Box 37613 Pensacola, FL, 32526	Lot 11, SAWGRASS AT TIGER POINT, according to plat recorded in Plat Book D, Page 19 of the Public Records of Santa Rosa County, Florida.	33-2S-28-4926-00000-0110
Lawrence P. Bova & Emillie Bova	1143 Sawgrass Drive Gulf Breeze, FL 32563	All of Lot 12 and a portion of Lot 12, Sawgras at Tiger Point, as recorded in Plat Book D, at Page 19, of the Public Records of Santa Rosa County, Florida, a resubdivision of a portion of Block P. Tiger Point Village Unit 5 (subdivision encompasses a portion of Block P and other properties) Section 33, Township 2 South Range 28 West, Santa Rosa County, Florida being more particularly described as follows: Begin at the Southwest corner of said Lot 13; thence run North 21 Degrees, 57 Minutes 48 Seconds East along the West line of said Lot 13 for 80.47 feet to the Northwest corner of said lot 13; thence run South 18 Degrees 22 Minutes 50 Seconds West for 83.59 feet to a point on the South line of Lot 13; thence run North 38 Degrees 33 Minutes 24 Seconds West for 6.00 feet to the Point of Beginning.	33-2S-28-4926-00000-0120
Jerry W. Morrison & Linda B. Morrison	1145 Sawgrass Drive Gulf Breeze, FL 32563 Mailing: PO Box 6273 Gulf Shores, AL, 36547	A portion of Lot 13 and a portion of Lot 14 being more particularly described as follows: Commence at the Southeasterly corner of Lot 12 of Sawgrass at Tiger Point, a resubdivision of a portion of Block "P", Tiger Point Village Unit 3 (subdivision encompasses a portion of Block "P" and other properties), Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, as recorded in Plat Book "D" at Page 19 of the public records of said County; thence South 38 degrees 33 minutes 24 seconds East for 6.0 feet to a	33-2S-28-4926-00000-0130

		capped rod (#0155) and Point of Beginning; thence continue South 38 degrees 33 minutes 24 seconds East for 56.03 feet to a (P.C.P.) #3140; thence North 43 degrees 06 minutes 22 seconds East for 64.07 feet to a capped rod (#3454) being on the Southerly right of way line of Sawgrass Drive (25' private drive); thence North 16 degrees 26 minutes 27 seconds West for 7.65 feet to a point of curvature of a curve concave to the South having a radius of 127.32 feet and a chord bearing of North 36 degrees 01 minutes 01 seconds West and a chord distance of 85.34 feet; thence Northwesterly along the arc of said curve for 87.02 feet to an iron rod thence South 18degrees 22 minutes 50 seconds West for 83.59 feet to the Point of Beginning.	
John Therrell & Lori K. Therrell	1149 Sawgrass Drive Gulf Breeze, FL 32563	Commence at the Northwest corner of lot 15, Sawgrass at Tiger Point, a subdivision of a portion of Section 33, Township 2 South, Range 28 West, Santa Rosa county, Florida, as recorded in Plat Book D at Page 19 of the public records of said County; thence S 90 degrees 23'17" W for 62.64 feet; thence S 06 degrees 00'00" W for 43.88 feet; thence S 81 degrees 08'01" W for 56.69 feet; thence N 18 degrees 55'27" E for 65.00 feet; thence N 08 degrees 16'12" W for 35.31 feet; thence N 43 degrees 06'22" E for 64.07 feet to the Westerly right-of-way line of Sawgrass Drive (25' R/W); thence S 16 degrees 26'27" E along said right of way line for 20.35 feet to the Point of curvature of a curve concave to the Northeast, R = 25.00 feet; thence Southeasterly along said curve and right-of-way line an arc distance of 10.97 feet to the Point of Beginning. AND A parcel of land in Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, being more particularity described as follows: Commence at the Northeast corner of lot 15, "Sawgrass at Tiger Point" according to plat recorded in Plat Book D at Page 19 of the public records of Santa Rosa County, Florida, (said point also being the Northwest comer of Lot 16, "Sawgrass at Tiger Point"; thence run S 09 degrees 23'17" W along the East line of	33-2S-28-4926-00000-0150

		said Lot 15 for a distance of 62.64 feet; thence run S 06 degrees 00'00" W along said East line for a distance of 43.88 feet for the Point of Beginning; thence continue S 06 degrees 00'00" W along a projection of said East line for a distance of 12.00 feet, more or less, to the water's edge of Santa Rosa Sound; thence run S 80 degrees 22'55" W along said water's edge a distance of 33.95 feet to a point lying in the Easternmost comer of a wooden seawall; thence run N 61 degrees 14'10" W along said seawall and water's edge a distance of 24.80 feet to an intersection with the West line of said Lot 15; thence run N 81 degrees 08'01" E a distance of 56.69 feet to the Point of Beginning. Said parcel lying adjacent to and South of that parcel as shown on Survey Number 99-07-52 by Northstar Land Surveying, Inc. dated 7/27/99.	
Gregory A. Smith & Donna K. Smith	1150 Sawgrass Drive Gulf Breeze, FL 32563 Mailing: 3749 D Gulf Breeze PKWY Suite 131 Gulf Breeze, FL, 32563	Parcel 1: Lot 16, SAWGRASS AT TIGER POINT, according to plat thereof as recorded in Plat Book "D" at page 19, of the public records of Santa Rosa County, Florida. Parcel 2: A portion of Lot 15, SAWGRASS AT TIGER POINT, as recorded in Plat Book "D" at page 19, of the public records of Santa Rosa County, Florida, being more particularly described as follows: Begin at the Northeasterly corner of said Lot 15; thence run South 20 degrees 14' 54" West along the East line of said Lot 15 for 58.55 feet; thence run North 9 degrees 23" 17" East for 62.64 feet to the Northwesterly corner of said Lot 15 being on the Southerly right of way of Sawgrass Drive (25' private drive) said point also being on the arc of a circular curve being concave to the Northeast having a radius of 25.00 feet and a central angle of 28 degrees 10' 12"; thence run Southeasterly along the arc of the said curve for 12.29 feet to the Point of Beginning.	33-2S-28-4926-00000-0160
Mark R. Seigh & Laurie Q. Seigh	1152 Sawgrass Drive Gulf Breeze, FL 32563 Mailing: 72 Bay Bridge DR	Lot 17, Sawgrass At Tiger Point, according to the Plat thereof, recorded in Plat Book D, Page(s) 19, of the Public Records of Santa Rosa County, Florida.	33-2S-28-4926-00000-0170

	Gulf Breeze, FL, 32563		
Michael P. Kane & Bonnie Morgan Kane	1156 Sawgrass Drive Gulf Breeze, FL 32563 Mailing: 1173 Tiger Trace BLVD Gulf Breeze, FL 32563	Lot 18, Sawgrass At Tiger Point, according to the map or Plat thereof, as recorded in Plat Book D, Page(s) 19, of the Public Records of Santa Rosa County, Florida.	33-2S-28-4926-00000-0180
Sawgrass at Tiger Point Homeowners Association, Inc., a Florida not for profit corporation	1199 Sawgrass Drive Gulf Breeze, FL 32563	A portion of Block "P", TIGER POINT VILLAGE UNIT NO. 3, as recorded in Plat Book "C", Page 26, of the Public Records of Santa Rosa County, Florida, and other properties lying and being in Section 33,Township 2 South, Range 28 West, Santa Rosa County, Florida, more particularly described as follows: Beginning at the intersection of the Southerly right of way line of Sawgrass Drive (25 foot private drive) and the Southeasterly right of way line of Ceylon Drive per the Plat of Sawgrass at Tiger Point as recorded in Plat Book "D", Page 19, of the Public Records of Santa Rosa County, Florida; thence South 85°14'47" East, along said Southerly right of way line of Sawgrass Drive, a distance of 45.00 feet to the Northwest Corner of the "Private Common Area" as per the aforesaid Plat of Sawgrass at Tiger Point; thence South 04°45'13" West, along the West line of said "Private Common Area", a distance of 33.00 feet; thence North 85°14'47" West a distance of 55.60 feet to the aforesaid Southeasterly right of way line of Ceylon Drive; thence North 22°34'03" East, along said Southeasterly right of way line of Ceylon Drive, a distance of 34.66 feet to the Point of Beginning. Containing 0.038 acre, more or less.	33-2S-28-4926-00000-AREA
John W. Mobley, IV	1158 Sawgrass Drive Gulf Breeze, FL, 32563 Mailing: 1248 Lamb Drive Gulf Breeze, FL 32563	Lot 19, Sawgrass At Tiger Point Subdivision, in Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, according to plat recorded in Plat Book D, page 19 of the public records of said County.	33-2S-28-4926-00000-0190
George S. Mock & Jewel F. Mock	1160 Sawgrass Drive Gulf Breeze, FL 32563	Lot 20, Sawgrass at Tiger Point, Santa Rosa County, Florida, Section 33, Township 2	33-2S-28-4926-00000-0200

	Mailing: 5920 Oak Manor Drive Milton, FL, 32570	South, Range 28 West, recorded Plat Book D, Page 19.	
Harry Barrett, Jr. & Kristine Barrett	1162 Sawgrass Drive Gulf Breeze, FL 32563	Lot 21, Sawgrass at Tiger Point, being a portion of section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, according to the plat thereof as recorded in Plat Book D, Page 19, of the Public Records of said County.	33-2S-28-4926-00000-0210
Joseph S. Tangusso & Patricia Tangusso	1164 Sawgrass Drive Gulf Breeze, FL 32563 Mailing: 4473 Madura Road Gulf Breeze, FL, 32536	Lot 22, SAWGRASS AT TIGER POINT, a resubdivision of Block P, TIGER POINT VILLAGE UNIT 3, being a portion of Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, according to Plat recorded in Plat Book D, Page 19 of the public records of said County.	33-2S-28-4926-00000-0220
Arnold A. Ondis & Colleen F. Ondis, as trustees of the ONDIS LIVING TRUST, dated December 21, 1998	1166 Sawgrass Drive Gulf Breeze, FL 32563 Mailing: 285 Plantaion Hill Road Gulf Breeze, FL, 32561	Lot 23, SAWGRASS AT TIGER POINT, being a portion of section 33, Township 2 South, Range 28 West, according to plat recorded in Plat Book D, Page 19, of the public records of said County.	33-2S-28-4926-00000-0230
Mike Russell and Jodi Lynn Russell, as trustees of the RUSSELL LIVING TRUST, dated February 24, 2006	1168 Sawgrass Drive Gulf Breeze, FL 32563	Lot 24, Sawgrass at Tiger Point, a resubdivision of a portion of Block P, Tiger Point Village, Unit # 3, according to the plat thereof recorded in Plat Book D, Page 19 of the Public Records of Santa Rosa County, Florida.	33-2S-28-4926-00000-0240
Jimmy G. Eddins & Linda L. Eddins	1170 Sawgrass Drive Gulf Breeze, FL 32563	Lot 25, Sawgrass at Tiger Point, according to plat thereof recorded in Plat Book D, Page 19, of the public records of Santa Rosa County, Florida.	33-2S-28-4926-00000-0250
Sawgrass at Tiger Point Homeowners Association, Inc., a Florida not for profit corporation	1199 Sawgrass Drive Gulf Breeze, FL 32563	A portion of Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, being more particularly described as follows: Begin at the Southwest corner of Lot 15, SAWGRASS AT TIGER POINT, as recorded in Plat Book "D", Page 19, of the Public Records of Santa Rosa County, Florida, said point be the edge of water of Santa Rosa Sound; thence run North 18 degrees 55 minutes 27 seconds East for 11.00 feet more or less to a concrete monument; thence continue North 18	29-2S-28-5440-00P00-0010

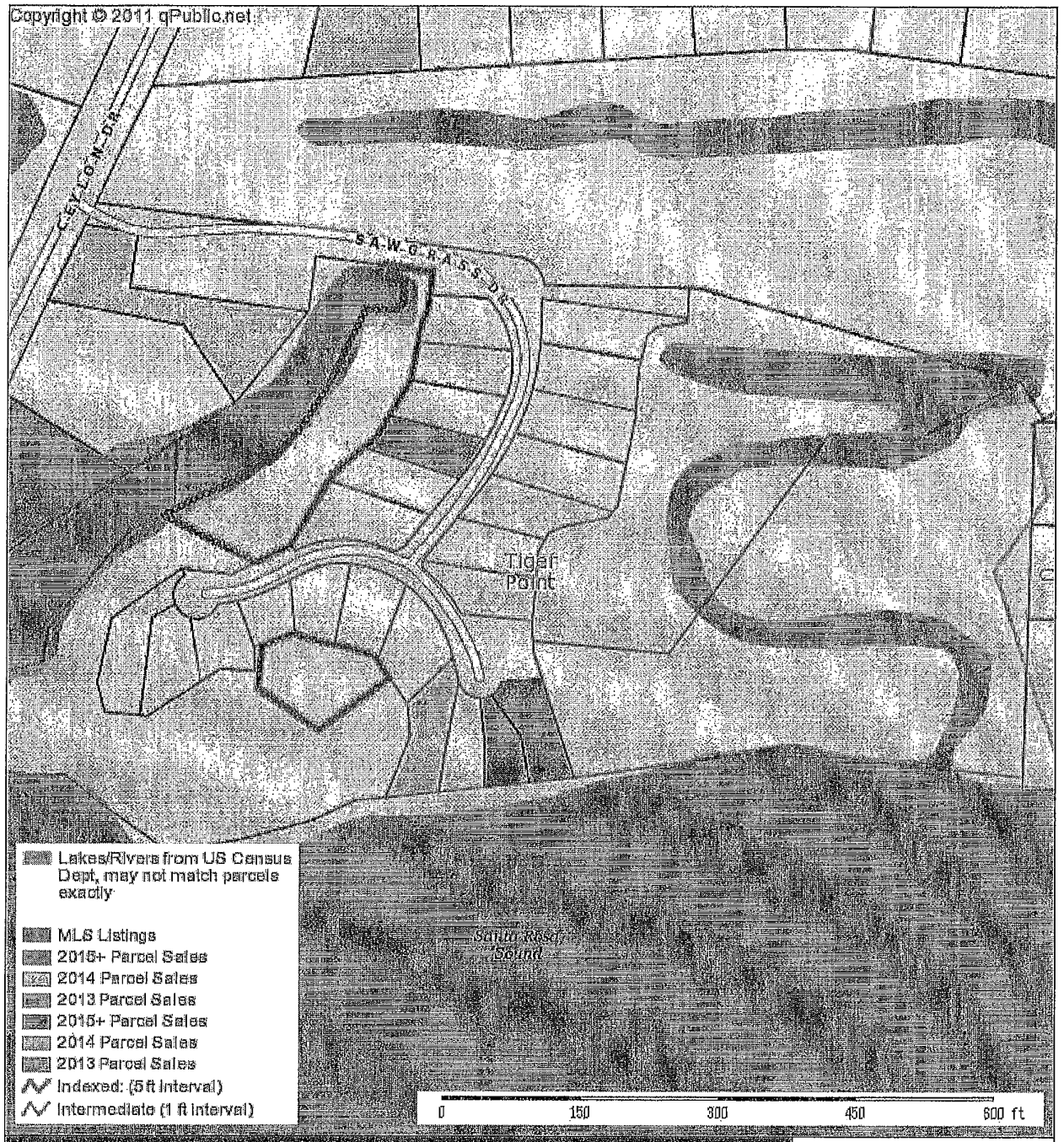
		degrees 55 minutes 27 seconds East for 65.00 feet; thence run North 8 degrees 16 minutes 12 seconds West for 35.31 feet;thence run North 38 degrees 33 minutes 24 seconds West for 62.03 feet; thence run North 75 degrees 57 minutes 36 seconds West for 31.21 feet; thence run North 80 degrees 32 minutes 30 seconds West for 48.49 feet; thence run North 62 degrees 56 minutes 36 seconds West for 10.40 feet; thence run South 67 degrees 57 minutes 50 seconds West for 46.99 feet; thence run South 4 degrees 01 minutes 39 seconds East for 25.48 feet; thence run North 89 degrees 35 minutes 17 seconds West for 36.72 feet; thence run South 54 degrees 25 minutes 54 seconds West for 92.91 feet; thence run North 88 degrees 04 minutes 17 seconds West for 47.13 feet; thence run North 17 degrees 37 minutes 07 seconds West for 32.92 feet thence run North 9 degrees 51 minutes 07 seconds East for 69.50 feet thence run North 50 degrees 46 minutes 54 seconds East for 31.72 feet; thence run North 52 degrees 39 minutes 14 seconds East for 60.91 feet; thence run South 86 degrees 52 minutes 27 seconds East for 55.45 feet; thence run North 59 degrees 48 minutes 38 seconds East for 44.98 feet; thence run North 73 degrees 17 minutes 34 seconds East for 19.37 feet; thence run North 28 degrees 33 minutes 39 seconds East for 94.73 feet; thence run North 46 degrees 25 minutes 57 seconds East for 62.48 feet; thence run North 28 degrees 50 minutes 01 seconds East for 70.78 feet; thence run North 7 degrees 58 minutes 44 seconds East for 63.08 feet; thence run North 24 degrees 27 minutes 22 seconds East for 13.52 feet; thence run North 4 degrees 45 minutes 13 seconds East for 44.10 feet; thence run North 85 degrees 14 minutes 47 seconds West for 60.00 feet; thence run South 5 feet more or less to the edge of a canal; thence meander Southerly and Southwesterly along the Easterly edge of said canal for 800 feet more or less to the	

		edge of water of Santa Rosa Sound; thence meander Easterly along the edge of Santa Rosa Sound 600 feet more or less to the Point of Beginning.	
Sawgrass at Tiger Point Homeowners Association, Inc., a Florida not for profit corporation	1199 Sawgrass Drive Gulf Breeze, FL 32563	A portion of Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, being more particularly described as follows: Begin at the Southeast corner of Lot 18, Sawgrass at Tiger Point as recorded in Plat Book "D", Page 19, of the Public Records of Santa Rosa County, Florida, said point being on the edge of water of Santa Rosa Sound; thence North 21°18'45" West for 11 feet more or less to a concrete monument; thence continue North 21°18'45" West for 134.00 feet; thence run North 07°24'05" West for 30.25 feet; thence run North 02°17'42" East for 80.08 feet; thence run North 26°59'18" East for 21.93 feet; thence run North 63°43'14" Est for 15.90 feet; thence run North 76°26'23" East for 50.07 feet; thence run North 36°33'43" East for 16.33 feet; thence run North 08°51'00" East for 95.88 feet; thence run North 00°56'26" East for 51.58 feet; thence run North 10°13'15" East for 36.70 feet; Thence run North 50°26'00" East for 15.72 feet; thence run North 79°56'55" East for 31.47 feet; thence run North 00°13'13" East for 40.49 feet; thence run South 71°41'01" East for 399.48 feet; thence run South 00°44'30" East for 385 feet more or less to the edge of the water of Santa Rosa Sound; thence meander Westerly along the edge of Santa Rosa Sound for 485 feet more or less to the Point of Beginning. Containing 3 acres more or less. Referring to the plat of Sawgrass at Tiger Point, which is recorded in Plat Book D, Page 19, of the Public Records of Santa Rosa County, Florida, begin at point "A"; thence go Northwesterly, Northerly and Northeasterly along the Easternmost line of Lot 18, the "private common area," Lot 19, Lot 20 and Lot 21 to the Eastern most corner of said Lot 21 (being the Southernmost corner of Lot 22); thence go to Point "X" (as hereinafter defined); thence	29-2S-28-5440-00P00-0020

		go; (i) If Point "X" is not either in Santa Rosa Sound or on the water's edge thereof, thence continue the same course to the water's edge of Santa Rosa Sound; or (ii) If Point "X" is in Santa Rosa Sound, thence reverse the same course to the water's edge of Santa Rosa Sound; and thence meander Westerly along the water's edge of Santa Rosa Sound to the aforesaid Point "A", and the end of this description. Point "X" as used in the above description is defined as follows: Commence at the Northeasterly most corner of Lot 18, Sawgrass at Tiger Point, a subdivision according to the Plat thereof recorded in Plat Book D, Page 19, of the Public Records of Santa Rosa County, Florida; thence South 21°18'45" East for 105.00 feet; thence 81°08'01" East for 200 feet, for Point "X".	
Sawgrass at Tiger Point Homeowners Association, Inc., a Florida not for profit corporation	1199 Sawgrass Drive Gulf Breeze, FL 32563	A portion of Section 33, Township 2 South, Range 28 West, Santa Rosa County, Florida, being more particularly described as follows: Begin at the Southeast corner of Lot 18, Sawgrass at Tiger Point as recorded in Plat Book "D", Page 19, of the Public Records of Santa Rosa County, Florida, said point being on the edge of water of Santa Rosa Sound; thence North 21°18'45" West for 11 feet more or less to a concrete monument; thence continue North 21°18'45" West for 134.00 feet; thence run North 07°24'05" West for 30.25 feet; thence run North 02°17'42" East for 80.08 feet; thence run North 26°59'18" East for 21.93 feet; thence run North 63°43'14" East for 15.90 feet; thence run North 76°26'23" East for 50.07 feet; thence run North 36°33'43" East for 16.33 feet; thence run North 08°51'00" East for 95.88 feet; thence run North 00°56'26" East for 51.58 feet; thence run North 10°13'15" East for 36.70 feet; Thence run North 50°26'00" East for 15.72 feet; thence run North 79°56'55" East for 31.47 feet;	33-2S-28-0000-00102-0000

		thence run North 00°13'13" East for 40.49 feet; thence run South 71°41'01" East for 399.48 feet; thence run South 00°44'30" East for 385 feet more or less to the edge of the water of Santa Rosa Sound; thence meander Westerly along the edge of Santa Rosa Sound for 485 feet more or less to the Point of Beginning. Containing 3 acres more or less. Referring to the plat of Sawgrass at Tiger Point, which is recorded in Plat Book D, Page 19, of the Public Records of Santa Rosa County, Florida, begin at point "A"; thence go Northwesterly, Northerly and Northeasterly along the Easternmost line of Lot 18, the "private common area," Lot 19, Lot 20 and Lot 21 to the Eastern most corner of said Lot 21 (being the Southernmost corner of Lot 22); thence go to Point "X" (as hereinafter defined); thence go; (i) If Point "X" is not either in Santa Rosa Sound or on the water's edge thereof, thence continue the same course to the water's edge of Santa Rosa Sound; or (ii) If Point "X" is in Santa Rosa Sound, thence reverse the same course to the water's edge of Santa Rosa Sound; and thence meander Westerly along the water's edge of Santa Rosa Sound to the aforesaid Point "A", and the end of this description. Point "X" as used in the above description is defined as follows: Commence at the Northeasterly most corner of Lot 18, Sawgrass at Tiger Point, a subdivision according to the Plat thereof recorded in Plat Book D, Page 19, of the Public Records of Santa Rosa County, Florida; thence South 21°18'45" East for 105.00 feet; thence 81°08'01" East for 200 feet, for Point "X".	

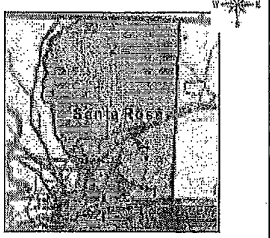
Exhibit "D"



Santarosa County Appraiser

Parcel: 33-2S-28-0000-00108-0000 Acres: 0.8

Name:	SAWGRASS AT TIGER POINT	Land Value:	100
Site:		Building Value:	0
Sale:	$100 on 2005-11 Reason=V Qual=U	Misc Value:	0
Mail:	HOMEOWNERS ASSOCIATION INC 1199 SAWGRASS DR GULF BREEZE, FL 32563	Just Value:	100
		Assessed Value:	100
		Exempt Value:	0
		Taxable Value:	100



Santa Rosa County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The lines on the map are a representation of the property lines and are not nor are they intended to be used as a survey. The assessment information is from the last certified tax roll. All data is subject to change before the next certified tax roll. Greg Brown Santa Rosa County Property Appraiser.

Date printed: 03/03/16 ; 13:04:52

Prepared by:
Brian W. Hoffman
Carver, Darden, Koretzky, Tessier,
Finn, Blossman, & Areaux, LLC
File No.: 4236.41227

STATE OF FLORIDA
COUNTY OF SANTA ROSA

CERTIFICATION OF ARTICLES OF INCORPORATION AND BYLAWS OF SAWGRASS AT TIGER POINT HOMEOWNERS ASSOCIATION, INC.

The undersigned Pete Rand, as Vice President, and Stephen Richards, as Treasurer, of **Sawgrass at Tiger Point Homeowners Association, Inc., a subdivision located in Santa Rosa County**, hereby certify that the attached document is a true and correct copy of the By-Laws of Sawgrass at Tiger Point Homeowners Association, Inc.

Dated this 19th day of October, 2016.

SAWGRASS AT TIGER POINT HOMEOWNERS ASSOCIATION, INC., a Florida corporation

By _____ (SEAL)
Pete Rand, Vice President

By _____ (SEAL)
Stephen Richards, Treasurer

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 19th day of October, 2016, by Pete Rand, Vice President, and Stephen Richards, as Treasurer of Sawgrass at Tiger Point Homeowners Association, Inc., a subdivision located in Santa Rosa County, on behalf of said corporation, who ( ) are personally known to me or who (X) presented a driver's license as identification.

BRIAN HOFFMAN NOTARY My Comm. Expires June 08, 2019 No. FF218640 PUBLIC STATE OF FLORIDA

_____

NOTARY PUBLIC –
Printed Name: _____
My commission expires: _____

BYLAWS

OF

SAWGRASS AT TIGER POINT HOMEOWNERS ASSOCIATION, INC.

** OFFICIAL RECORDS **
BK 1179 PG 446

42.00

FILE# 9114525
RCD: JUN 25 1991 @ 2:15 PM

ARTICLE I

NAME AND LOCATION

The name of the corporation is SAWGRASS AT TIGER POINT HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Association shall be located at 1388 Country Club Lane, Post Office Box 310, Gulf Breeze, Florida 32561, or such other places as may be designated by the Board of Directors, but meetings of Members and Directors may be held at such places within the State of Florida, Counties of Santa Rosa or Escambia, as may be designated by the Board of Directors.

CIRCUIT COURT SANTA ROSA COUNTY, FLORIDA

ARTICLE II

DEFINITIONS

Section 1 -- Association. "Association" shall mean and refer to Sawgrass at Tiger Point Homeowners Association, Inc., a corporation not for profit, its successors and assigns.

Section 2 -- Common Area. "Common Area" shall mean and refer to all real property (including any improvements, fixtures or tangible personal property relating thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of recording the conveyance of the first Lot by Developer are the land areas shown on the Plat which are designated as "Private Drive" and "Private Common Area."

Section 3 -- Declaration. "Declaration" shall mean and refer to that certain declaration of covenants, conditions and restrictions of Sawgrass at Tiger Point, a subdivision located in Santa Rosa County, Florida, recorded in OR Book 739, Page 417, all of the Public Records of Santa Rosa County, Florida.

Section 4 -- Lot. "Lot" shall mean and refer to Lots 1 through 25 (inclusive), Sawgrass at Tiger Point, according to Plat thereof recorded in Plat Book D, Page 19, of the Public Records of Santa Rosa County, Florida.

Section 5 -- Member. "Member" shall mean and refer to every person or entity holding membership in the Association.

Section 6 -- Owner. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee-simple title to any of the above described property, but excluding those having such interest merely as security for the performance of any obligation.

ARTICLE III

** OFFICIAL RECORDS **
BK 1179 PG 447

MEETING OF MEMBERS

Section 1 -- Annual Meetings. The first annual meeting of Members shall be held on the third Tuesday of March, 1988, and each year subsequent regular annual meeting of the Members shall be held on the same date of each year thereafter, at the hour of 6:30 o'clock P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

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 requests of one-fourth of the owners.

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 ten (10) days before such meeting to each Owner entitled to vote thereat, addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner 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 purposes of the meeting.

Section 4 -- Quorum. The presence in person or by proxy at a meeting of Owners entitled to cast one-fourth of the votes of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. 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 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 Owner 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 Owner of his Lot.

** OFFICIAL RECORDS **
BK 1179 PG 448

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1 -- Number. The affairs of this Association shall be managed by a Board of Two (2) Directors, who need not be Members of the Association.

Section 2 -- Election/Term of Office. At the second annual meeting, the Members shall elect (or re-elect) one director to replace that director named in the Articles of Incorporation who is specified to have a two (2) year term of office. The newly elected (or re-elected) director shall have a term of office of two (2) years. At the third annual meeting, the Members shall elect (or re-elect) a director to replace the director named in the Articles of Incorporation designated to have an initial term of office of three (3) years. The thusly elected (or re-elected) director's term of office shall thereafter be two (2) years. At the fourth and all subsequent annual meetings of Members, the Members shall elect (or re-elect) directors to replace those directors whose terms of office is then expiring. All such thusly elected (or re-elected) directors shall serve a term of two (2) years.

Section 3 -- Removal. Any Director may be removed from the Board, with or without cause, by a majority of the vote of the Owners of the Association at a general or special meeting of the Members. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors 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 as a Director. 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 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. 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 written ballot at the annual meeting of Members. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

** OFFICIAL RECORDS **
BK 1179 PG 449

ARTICLE VI

MEETING OF DIRECTORS

Section 1 -- Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour 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 two 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

POWER AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and regulating the personal conduct of the Members, their family, guests, tenants, agents and contractors in the use of the Common Areas, and to establish, if appropriate, penalties for the infraction thereof;

(b) suspend the voting rights 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

** OFFICIAL RECORDS **
BK 1179 PG 450

also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations by the Members of their family;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association by these bylaws, the Articles of Incorporation, or the Declaration, and which are not reserved to the membership by other provisions of these bylaws, 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

(e) employ a manager, an independent contractor, 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 any special meeting when such statement is requested in writing by one-fourth of the Owners;

(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 any assessments against each Lot and its due date;

(2) mail written notice of each assessment to every Owner subject thereto at least thirty days in advance of its due date; and

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

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a sealed certificate setting forth whether or not any assessment has been paid. A reasonable charge be made by the Board for the issuance of these certificates. If the 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) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be improved and maintained.

ARTICLE VIII

** OFFICIAL RECORDS **
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OFFICERS AND THEIR DUTIES

Section 1 -- Enumeration of Officers. The officers of this Association shall be a President, who shall at all times be a member of the Board of Directors, a Vice President, a Secretary, and a Treasurer, and such other officer 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 for one (1) year 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.

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 Officers. 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:

** OFFICIAL RECORDS **
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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 not otherwise provided for in these Bylaws or by Florida Statutes.

Vice President

(b) The Vice President shall serve as President, and Chairman of the Board of Directors, in the absence of the President; and is authorized to sign all leases, mortgages, deeds and other written instruments not otherwise provided for in these Bylaws or by Florida Statutes.

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 of the Association; keep proper books of account; cause an annual audit of the Association books 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

BOOKS AND RECORDS

The books and 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 Bylaws 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.

** OFFICIAL RECORDS **
BK 1179 PG 453

ARTICLE X

ASSESSMENT

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 highest legal rate and the Association or an Owner (on behalf of the Association) may bring an action at law against the Owner personally obligated to pay the same and foreclose the lien against the property. If the party initiating such action prevails, it shall be entitled to recover reasonable attorney's fees from the defendant defaulting party and any such amounts so awarded shall be added to the amount of such assessment. No Owner may waive or otherwise avoid liability for the assessment provided for herein by nonuse of the Common Areas or abandonment of his Lot.

ARTICLE XI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SAWGRASS AT TIGER POINT HOMEOWNERS ASSOCIATION, INC.

ARTICLE XII

AMENDMENTS

Section 1. These Bylaws may be amended at any time and from time to time by a vote of the majority of the Board of Directors.

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

ARTICLE XIII

MISCELLANEOUS

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 date of commencement for the first fiscal year shall begin on the date of incorporation.

PRESIDENT

Attest:

NOTARY

C. RONALD ANDERSON, NOTARY PUBLIC
THE STATE OF FLORIDA AT LARGE
My commission expires MY COMMISSION EXPIRES 05-18-92

** OFFICIAL RECORDS **
BK 1179 PG 454

SANTA ROSA COUNTY, FLORIDA
GERALD F. BARNES, CLERK

PREPARED BY:
Garrett W. Walton
Emmanuel Sheppard & Condon
30 S. Spring Street
Pensacola, FL

** OFFICIAL RECORDS **
BK 1179 PG 455

6.00

AMENDMENT TO THE BYLAWS OF

SAWGRASS AT TIGER POINT HOMEOWNERS ASSOICATION, INC.

The By-Laws of Sawgrass at Tiger Point Homeowners Association, Inc. is amended by adding the words "HUD/VA has the right to veto amendments while there is a Class B. membership.

FILE# 9114526
RCD: JUN 25 1991 @ 2:16 PM

SANTA ROSA COUNTY, FLORIDA
GERALD F. BARNES, CLERK

President

Notary

C. RONALD ANDERSON, NOTARY PUBLIC
THE STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 05-18-92

C. RONALD ANDERSON NOTARY PUBLIC STATE OF FLORIDA

CIRCUIT COURT SANTA ROSA COUNTY, FLORIDA

Prepared by:
Garrett W. Walton
Emmanuel Sheppard & Condon
30 S. Spring Street
Pensacola, FL

ALT

Prepared by:
Brian W. Hoffman
Carver, Darden, Koretzky, Tessier,
Finn, Blossman, & Areaux, LLC
File No.: 4236.41227

STATE OF FLORIDA
COUNTY OF SANTA ROSA

CERTIFICATION OF ARTICLES OF INCORPORATION AND BYLAWS OF SAWGRASS AT TIGER POINT HOMEOWNERS ASSOCIATION, INC.

The undersigned Pete Rand, as Vice President, and Stephen Richards, as Treasurer, of **Sawgrass at Tiger Point Homeowners Association, Inc., a subdivision located in Santa Rosa County**, hereby certify that the attached document is a true and correct copy of the Articles of Incorporation of Sawgrass at Tiger Point Homeowners Association, Inc.

Dated this 19th day of October, 2016.

SAWGRASS AT TIGER POINT HOMEOWNERS ASSOCIATION, INC., a Florida corporation

By _____(SEAL)
PeteRand, Vice President

By _____(SEAL)
Stephen Richards, Treasurer

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 19th day of October, 2016, by PeteRand, as Vice President, and Stephen Richards, as Treasurer, of Sawgrass at Tiger Point Homeowners Association, Inc., a subdivision located in Santa Rosa County, on behalf of said corporation, who ( ) are personally known to me or who (✓) presented a driver's license as identification.

BRIAN HOFFMAN NOTARY My Comm. Expires June 08, 2019 No. FF218640 PUBLIC STATE OF FLORIDA

_____

NOTARY PUBLIC –
Printed Name: _____
My commission expires: _____

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of SAWGRASS AT TIGER POINT HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on November 13, 1987, as shown by the records of this office.

The document number of this corporation is N23461.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-sixth day of October, 2004

GREAT SEAL OF THE STATE OF FLORIDA · IN GOD WE TRUST ·

CR2EO22 (2-03)

Glenda E. Hood
Glenda E. Hood
Secretary of State

FILED
1987 NOV 12 PM 2:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION OF
SAWGRASS AT TIGER POINT HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapters 607 and 617, Florida Statutes, the undersigned, for the purpose of forming a corporation not for profit, do hereby adopt the following articles of incorporation for such corporation.

Article I -- Name

The name of the corporation shall be Sawgrass at Tiger Point Homeowners Association, Inc. ("Association").

Article II -- Non-Profit Purpose

The Association is formed exclusively for purposes for which a corporation may be formed under the Not-for-Profit Corporation Law of the State of Florida, and not for any pecuniary profit or financial gain. No part of the assets, income or profit of the Association shall be distributed to its members, directors or officers. The Association shall not engage in any activity prohibited to a not-for-profit corporation under the laws of the State of Florida.

Article III -- General and Specific Purposes and Powers

A. General Purposes. Subject to Article II hereof, the general purposes for which the Association is formed are to operate solely to provide for the acquisition, construction, management, maintenance and care of the real property in and about what is commonly known as Sawgrass at Tiger Point, a subdivision according to Plat thereof recorded in Plat Book D, Page 19, of the Public Records of Santa Rosa County, Florida, and which is situated in Santa Rosa County, Florida (hereinafter "Sawgrass at Tiger Point") as will qualify it as a tax exempt "residential real estate management association" under Section 528 of the Internal Revenue Code of 1954, as amended, or similar provisions of subsequent federal tax laws.

B. Specific Purposes. Subject to part (A) of this Article III, the specific purposes for which the Association is formed include, among other things, the following:

1. To 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 ("Declaration") which is recorded in OR Book 739, Page 417, of the Public Records of Santa Rosa County, Florida, and as the same may be amended or restated from time to time as therein provided;

2. To encourage the County of Santa Rosa to provide property maintenance and upkeep of the public roads and public areas adjacent to and about Sawgrass at Tiger Point and, if found desirable, to provide such maintenance and upkeep by direct action;

3. To encourage the owners of residential properties in and about the Sawgrass at Tiger Point areas to maintain their properties in a manner which will reflect favorably upon the entire area and to enforce, to the extent practicable, the aforesaid "Declaration;" and

4. To function as a clearinghouse and catalyst with respect to community betterment ideas, whether originating from individual residents or property owners in and about the Sawgrass at Tiger Point area, or with the Board of Directors of this Association.

C. Powers. Subject to Article II hereof, the Association shall have all the powers granted to a not-for-profit corporation under the laws of the State of Florida which are necessary or appropriate to carry out or implement the general and specific purposes set forth above and for which this Association is formed (except any power which would invalidate its status as a "residential real estate management association" under Section 528 of the Internal Revenue Code of 1954, as amended, or similar provisions of subsequent federal tax laws). Specifically, but without limitation, the Association shall have the following powers:

1. All powers and privileges to perform all of the duties and obligations of the Association as set forth in the aforesaid "Declaration," and as the same may be amended or restated from time to time as therein provided;

2. To fix, levy, collect and enforce payment, by any lawful means, all amounts, charges or assessments pursuant to the terms of the aforesaid "Declaration;" to pay all expenses in connection therewith and all reasonable expenses incident to the conduct of the business of the Association, including all licenses, taxes or other governmental charges levied or imposed against any property or assets of the Association;

3. To acquire (by a gift, devise, lease, purchase or otherwise), own, hold, improve, build upon, erect, construct, equip, operate, maintain, manage, sell, transfer, lease or otherwise convey, or to dedicate for public or community use, any real or personal property, or any interest therein, all upon such terms and conditions as the Association may deem necessary or appropriate;

4. To borrow money and to issue bonds, notes, debentures and evidences of indebtedness, and to secure the same by mortgage, pledge, deed of trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

5. To participate in mergers or consolidations with other not-for-profit corporations organized for same or similar purposes, or to annex additional residential real estate property, provided that any such merger, consolidation or annexation shall have the written consent of two-thirds of the Association's members.

Article IV -- Membership and Voting Rights

Only persons or entities who are an Owner (as defined in Article I, Section 6 of the "Declaration") of a Lot (as defined in Article I, Section 4 of the "Declaration") shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Except as otherwise expressly provided for in the Declaration, each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an ownership interest in any Lot, all such persons shall be members and the one vote for each such lot shall be exercised as they determine. In no event shall more than one vote be cast with respect to any one Lot.

Article V -- Term

The term for which this Association is to exist shall be perpetual, commencing with the filing of these Articles of Incorporation with the Florida Secretary of State's office.

Article VI -- Management of Corporate Affairs

A. Board of Directors. The powers of the Association shall be exercised, its properties controlled, and its affairs conducted by a Board of Directors consisting of three directors, who need not be a member of the Association. The number of directors may be changed by amendment of the bylaws of the Association provided that there shall never be less than three, nor more than five, directors. The names and addresses of the initial directors of the Association, and their initial term of office are as follows:

Name	Address	Initial Term Of Office
John S. Carr	P. O. Box 986 Pensacola, FL 32595	1 year

Robert B. Montgomery	P. O. Box 310 Gulf Breeze, FL 32561	2 years
Marshall Colley	1517 Baywoods Drive Gulf Breeze, FL 32561	3 years

The directors shall be divided into two classes as indicated by initial term of office set out above and whose terms of office shall expire in consecutive years. The first election of directors shall be held at the second annual meeting of members at which time the members shall elect (or re-elect) those directors whose initial term of office is specified above as being two years, with the then elected (or re-elected) directors to have a term for two years. Thereafter, the next class of directors shall be elected by the members at each subsequent annual meeting of the members for two year terms.

B. Corporate Officers. The Board of Directors shall elect the following officers: President, Vice President, Secretary and Treasurer, and such other officers as the bylaws of the Association may authorize the directors to elect from time to time. Officers shall be elected by a majority of the directors and at the annual meeting of the directors. Until the first annual meeting of the directors, the following persons shall serve as corporate officers:

Office	Name
President	Robert S. Montgomery
Vice President	John S. Carr
Vice President	Marshall Colley
Secretary	John S. Carr
Treasurer	Robert B. Montgomery

Article VII -- Bylaws

A. The bylaws of the Association are to be made, and may be amended, altered or rescinded by the Board of Directors of the Association.

Article VIII -- Amendment

Amendment of these articles of incorporation shall be proposed by motion of five members or by resolution of the Board of Directors, and shall be adopted by a vote of two-thirds of the members present at any regular meeting of the members, or at any special meeting of the members called for that purpose.

FILED
1987 NOV 12 PM 3:
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Article IX -- Registered Agent

Until changed, the Registered Agent of the Association upon whom process may be served is Garrett W. Walton, and the address of the registered office of this corporation is 30 South Spring Street, Post Office Drawer 1271, Pensacola, Florida 32596.

Article X -- Distribution of Dissolution

Upon the dissolution of the Association (other than incident to merger or consolidation) the directors shall, after paying or making provisions for the payment of all of the liabilities of the Association, dispose of all of the assets of the Association exclusively for the purpose of the Association in such manner, or to such organizations organized and operated exclusively for religious, charitable, educational or scientific purposes as shall then qualify it as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue law), as the directors may determine. Any such assets not so disposed of shall be disposed of by the Circuit Court of Santa Rosa County, Florida, exclusively for such purposes or to such organization or organizations as such Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, for the purpose of forming the Association under the laws of the State of Florida, we, the undersigned, constituting the incorporators of the Association, have executed these articles of incorporation on the day indicated.

DATED: 11/4/87, 1987 — JOHN S. CARR

DATED: 11/4/87, 1987 — ROBERT B. MONTGOMERY

DATED: 11/4/87, 1987 — MARSHALL COLLEY

FILED
87 NOV 13 PM 2 00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

COUNTY OF SANTA ROSA

BEFORE ME, the undersigned Notary Public in and for said State and County, personally appeared JOHN S. CARR, who is to me well known to be the person described in and who subscribed the above Articles of Incorporation, and he did fr. ly and voluntarily acknowledge before me, the undersigned authority, according to law that he made and subscribed the foregoing Articles of Incorporation for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State aforesaid this 4th day of November, 1987.

Linda Allgood
Notary Public - State of Florida

(NOTARY SEAL)

My Commission Expires:
June 21, 1991

STATE OF FLORIDA

COUNTY OF SANTA ROSA

BEFORE ME, the undersigned Notary Public in and for said State and County, personally appeared ROBERT B. MONTGOMERY, who is to me well known to be the person described in and who subscribed the above Articles of Incorporation, and he did freely and voluntarily acknowledge before me, the undersigned authority, according to law that he made and subscribed the foregoing Articles of Incorporation for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State aforesaid this 4th day of November, 1987.

Linda Allgood
Notary Public - State of Florida

(NOTARY SEAL)

My Commission Expires:
June 21, 1991

FILED
87 NOV 13 PM 2:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

COUNTY OF SANTA ROSA

BEFORE ME, the undersigned Notary Public in and for said State and County, personally appeared MARSHALL COLLEY, who is to me well known to be the person described in and who subscribed the above Articles of Incorporation, and he did freely and voluntarily acknowledge before me, the undersigned authority, according to law that he made and subscribed the foregoing Articles of Incorporation for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County and State aforesaid this 4th day of November, 1987.

(NOTARY SEAL)

Notary Public - State of Florida

My Commission Expires:

June 21, 1991