

File # 2021042830, OR BK: 4416 PG: 792, Pages: 1 of 71, Recorded 6/7/2021 at 10:15 AM,
Bill Kinsaul, Clerk Bay County, Florida Deputy Clerk RM Trans # 1691385

CERTIFICATE OF REVIVAL OF THE
REVITALIZED GOVERNING DOCUMENTS
FOR
SANDY CREEK AIRPARK

(which Exhibits are attached hereto and made a part hereof)

- Exhibit "A" Revitalized Declaration of Covenants, Conditions And Restrictions for Sandy Creek Airpark
- Exhibit "B" Current Articles of Incorporation for Sandy Creek Owners Association, Inc.
- Exhibit "C" Revitalized Bylaws for Sandy Creek Owners Association, Inc.
- Exhibit "D" Graphic Depiction and Legal Description of each parcel to be governed by the revitalized governing documents
- Exhibit "E" Department of Economic Opportunity Approval Letter Dated May 21, 2021

Pursuant to Florida Statutes 720.407(2), the Sandy Creek Owners Association, Inc., a Florida corporation not-for-profit, hereby executes the Revitalized Declaration of Covenants, Conditions and Restrictions for Sandy Creek Airpark, as well as the Revitalized Bylaws for Sandy Creek Owners Association, Inc., on the date set forth in the notary acknowledgement below.

<< SIGNATURE PAGES TO FOLLOW >>

Certificate of Revival of the Declaration and Bylaws of Sandy Creek Owners Association, Inc.
Page 1 of 3

Signed, sealed and delivered
in the presence of:

SANDY CREEK OWNERS ASSOCIATION,
INC.
a Florida corporation not-for-profit

Carol R McMillin

Signature of Witness #1 as to President

Printed Name: Carol R McMillin

[Signature]
By: Joseph D'Isernia
Its: President

[Signature]
Signature of Witness #2 as to President

Printed Name: Terry McArthur

STATE OF FLORIDA

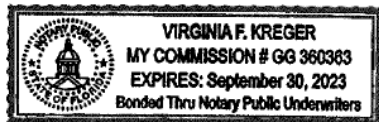
COUNTY OF BAY

The foregoing instrument was acknowledged before me by means of (☒) physical presence or ()
online notarization this 27th day of May, 2021, by Joseph D'Isernia, as
President of the Sandy Creek Owners Association, Inc.

Virginia F. Kreger
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally Known: ☒ OR Produced Identification: _____

Type of Identification Produced: _____



Certificate of Revival of the Declaration and Bylaws of Sandy Creek Owners Association, Inc.
Page 2 of 3

File # 2021042830 BK: 4416 PG: 794, Pages: 3 of 71

Signed, sealed and delivered
in the presence of:

SANDY CREEK OWNERS ASSOCIATION,
INC.
a Florida corporation not-for-profit

Carol R McMullin

Signature of Witness #1 as to Secretary

Printed Name: Carol R McMullin

Luke D'Isernia
By: Luke D'Isernia
Its: Secretary

Terry M Cotter
Signature of Witness #2 as to Secretary

Printed Name: Terry M Cotter

STATE OF FLORIDA

COUNTY OF BAY

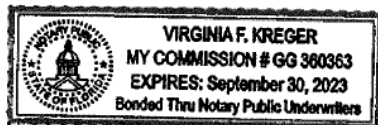
The foregoing instrument was acknowledged before me by means of (☒) physical presence or ()
online notarization this 27th day of May, 2021, by Luke D'Isernia, as
Secretary of the Sandy Creek Owners Association, Inc.

Virginia F. Keger
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally Known: ☒ OR Produced Identification: _____

Type of Identification

Produced: _____



Certificate of Revival of the Declaration and Bylaws of Sandy Creek Owners Association, Inc.

Page 3 of 3

REVITALIZED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SANDY CREEK AIRPARK

Exhibit "A"

To conserve the value of the Sandy Creek Airpark Community and to enhance and protect the desirability and attractiveness of such property, the following protective covenants and restrictions are hereby set forth by the Sandy Creek Airpark Owners Association, Inc., a Florida not-for-profit corporation (the "Association"). This document constitutes a revitalized revision, restatement, and codification of the prior restrictive covenants as recorded in the Official Records of Bay County Florida and described more specifically below, revised only as allowed pursuant to Section 720.405, Florida Statutes. ~~THIS SECOND AMENDED AND RESTATED DECLARATION is made and entered into as of thisday of, 2021, by SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").~~

WITNESSETH:

WHEREAS, Sandy Creek Airpark, Inc., a Florida corporation, ("Original Declarant") created a Platted sub-division known as Sandy Creek Airpark by recording a sub-division Plat ("Original Plat") at Plat Book 14, Page 11 in the Official Records of Bay County, Florida ("Phase I Land");

WHEREAS, the Airpark was made subject to a Declaration of Covenants, Conditions and Restrictions recorded on September 20, 1983, at Book 948, Page 83 in the Official Records of Bay County, Florida ("Original Declaration");

WHEREAS, the Original Declaration was amended and restated pursuant to an Amended and Restated Declaration of Covenants and Restrictions for Sandy Creek Airpark dated March 16, 1990 but effective as of June 18, 1988, and recorded on March 16, 1990, at Book 1265, Page 886 in the Official Records of Bay County, Florida ("Amended and Restated Declaration");

WHEREAS, the Amended and Restated Declaration was amended pursuant to a First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sandy Creek Airpark dated July 22, 1991, and recorded on July 23, 1991, at Book 1328, Page 1080 in the Official Records of Bay County, Florida ("First Amendment");

WHEREAS, Original Declarant platted certain additional property to be known as Phase II of Sandy Creek Airpark ("Phase II Plat") by virtue of recording a subdivision Plat at Plat Book 15, Page 88 in the Official Records of Bay County, Florida ("Phase II Land");

WHEREAS, the Original Declarant recorded a Declaration of Covenants, Conditions and Restrictions for Phase II of Sandy Creek Airpark dated July 22, 1991, and recorded on July 23, 1991, at Book 1328, Page 1083 in the Official Records of Bay County, Florida ("Phase II Declaration");

WHEREAS, the Amended and Restated Declaration was amended pursuant to a Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions

for Sandy Creek Airpark dated August 19, 1993, and recorded on September 3, 1993, at Book 1453, Page 128 in the Official Records of Bay County, Florida ("Second Amendment");

WHEREAS, two-thirds (2/3) of the owners of lots at the Airpark ~~previously~~ approved the Unified Amended and Restated Declaration of Covenants and Restrictions for Sandy Creek Airpark ("Unified Declaration"), as recorded on July 22, 2002, at Book 2965, Page 405 in the Official Records of Bay County, Florida, which amended, superseded and replaced in its entirety the Declaration, except as to specific references therein and as to the property referenced therein;

WHEREAS, the Original Declaration, the First Amendment, the Second Amendment, the Phase II Declaration, the Unified Declaration, and all other amendments thereto are sometimes collectively referred to as the "Declaration";

WHEREAS, the Phase I Land and the Phase II Land are sometimes collectively referred to as the "Land";

WHEREAS, the Original Plat and the Phase II Plat are sometimes collectively referred to as the "Plat";

WHEREAS, a Certificate of Corporate Resolution dated October 6, 2004, was recorded on October 15, 2004, at Book 2514, Page 1627 in the Official Records of Bay County, Florida, acknowledging that the development period has ended and recognizing that the Association assumed the rights of the Original Declarant;

WHEREAS, the Declaration was extinguished by application of the Marketable Record Title Act on the date 30 years after it became effective, on September 20, 2013; and

WHEREAS, an organizing committee was established pursuant to section 720.405, *Florida Statutes*, which caused to be prepared this proposed Revitalized Declaration of Covenants, Conditions and Restrictions for Sandy Creek Airpark ("Revitalized Declaration") by amending the Unified Declaration only as allowable pursuant to section 720.405, *Florida Statutes*, and which Revitalized Declaration was approved as indicated on the Certificate of Revitalization recorded contemporaneously herewith.

NOW, THEREFORE, the Association, as successor Declarant and pursuant to the Declaration, the Amended and Restated Articles of Incorporation and Bylaws, and Chapter 720 of the Florida Statutes, declares that the real property described in the Plat and the Declaration and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth herein, all of which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the Airpark and their heirs, successors and assigns.

ARTICLE I

Definitions

The terms in this Revitalized Declaration and the exhibits hereto shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below unless the context clearly dictates otherwise.

1.1 “Access Roads” or “Taxiways”: Those rights-of-way radiating from the Air Strip or otherwise as shown on the Plat for the purpose of providing access for civil aircraft to and from the Air Strip and adjoining facilities. Airway Street is an Access Road or Taxiway.

1.2 “Additional Property”: All real property described in or depicted on **Exhibit “A”** to this instrument which may become subject to the Revitalized Declaration.

1.3 “Air Strip”: The property described as such in the Amended and Restated Declaration and all additions thereto and improvements thereof for the use as a civilian airport.

1.4 “Annual Assessments”: Assessments levied in accordance with Article VIII.

1.5 “ACC”: The Architectural Control Committee, as established pursuant to Article IX hereof.

1.6 “Articles of Incorporation” or “Articles”: The Second Amended and Restated Articles of Incorporation of Association, as filed with the Secretary of State of the State of Florida and attached hereto as **Exhibit “B”** to this instrument, as they may be amended or superseded.

1.7 “Assessment”: Any and all Assessments levied on all Lots or Commercial Tracts subject to Assessment consisting of Annual Assessments, Special Assessments and Specific Assessments, if applicable.

1.8 “Association”: Sandy Creek Airpark Owners Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

1.9 “Board of Directors” or “board”: The body responsible for administration of the Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under Florida corporate law.

1.10 “Bylaws”: The Revitalized By-Laws of the Association attached hereto as **Exhibit “C”** to this instrument, as they may be amended or superseded.

1.11 “Commercial Tract”: Any plot of land shown or designated as a Commercial Tract upon any Plat or by separate instrument. Lots may be designated as Commercial Tracts. Commercial Tract uses shall be limited to uses that are useful or related to aircraft, aircraft usage or aircraft operations and maintenance.

1.12 “Common Area”: All real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights for the common use and enjoyment of the Owners.

1.13 “Common Expenses”: The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to this Revitalized Declaration, the Bylaws, and the Articles.

1.14 “Community-wide Standard”: The standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and the Architectural Control Committee.

1.15 “Development” or “Sandy Creek Airpark Development” shall mean those tracts or parcels of land described as Phase I Land and Phase II Land, together with all improvements thereon and that are submitted to the provisions of this Revitalized Declaration.

1.16 “Living Unit” shall mean and refer to any portion of a structure situated upon a Lot designed and intended for use and occupancy as a residence by a single family.

1.17 “Lot” shall mean any single plot of land intended as a site for a Unit as shown upon the Plat. Those Lots shown on the Phase I Plat and labeled “not included” shall nevertheless be considered Lots as that term is defined herein and the Owners of such Lots shall be entitled to all the benefits afforded by and shall be obligated by and subject to the terms and provisions of this Revitalized Declaration as fully as if their Lot had not originally been labeled “not included”, and such Owners agree to be bound and obligated by the terms hereof as evidenced by their participation in and enjoyment of the benefits of being an Owner and Member. Upon construction of a Unit, the term “Lot,” as used herein shall include the Unit.

1.18 “Member”: A Person entitled to membership in the Association pursuant to Section 3.2.

1.19 “Mortgage”: A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Property.

1.20 “Mortgagee”: A beneficiary or holder of a Mortgage.

1.21 “Mortgagor”: Any Person who gives a Mortgage.

1.22 “Official Records”: The Office of the Clerk of the Circuit Court of Bay County, Florida.

1.23 “Owner”: One or more Persons who hold the record title to any Lot or Commercial Tract, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

1.24 “Person”: A natural person, a corporation, a partnership, a trustee, or any other legal entity.

1.25 “Property”: Each and every Lot and Commercial Tract, either individually or collectively.

1.26 “Special Assessments”: Assessments levied in accordance with Article VIII.

1.27 “Specific Assessments”: Assessments levied in accordance with Article VIII.

1.28 “Supplemental Declaration”: An instrument filed in the Official Records pursuant to Article VII which subjects any of the Additional Property to this Revitalized Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

1.29 “Unit”: Any improvement upon a Lot consisting of a detached residence for a single family; i.e., a Living Unit, or upon a Commercial Tract consisting of a commercial business structure, but shall not include Common Area or property dedicated to the public. A Unit shall be deemed unimproved until all improvements being constructed on the Lot are substantially completed and a “Certificate of Occupancy” or equivalent has been issued for it by the governmental entity having jurisdiction over the Property.

Article II PROPERTY RIGHTS

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

- (a) This Declaration and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
- (d) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area (i) for any period during which any charge against such Owner's Property remains delinquent, and (ii) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of the Declaration, any applicable Supplemental Declaration, the Bylaws, or rules of the Association after notice and a hearing pursuant to the Bylaws;
- (e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area pursuant to Section 4.7;
- (f) The right of the Board to impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;
- (g) The right of the Board to permit use of any recreational facilities situated on the Common Area by persons other than Owners and Owners' families, lessees and guests upon payment of use fees established by the Board; and
- (h) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Property shall be deemed to have assigned all such rights to the lessee of such Property.

2.2 No Partition. Except as permitted in this Revitalized Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the

portion of the common Area which is the subject of such partition action has been removed from the provisions of this Revitalized Declaration. This Article shall not prohibit the Board from acquiring and disposing of tangible personal property which may or may not be subject to this Revitalized Declaration.

2.3 Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation) by the Board acting on the written direction of Owners representing at least two-thirds (2/3) of the total votes in the Association by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking Owners representing at least 80% of the total votes of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 6.1(c) regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

Article III MEMBERSHIP AND VOTING RIGHTS.

3.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Common Area. The Association shall be the primary entity responsible for enforcement of this Revitalized Declaration and such reasonable rules regulating use of the Property as the Board or the membership may adopt pursuant to Article X. The Association shall also be responsible for administering and enforcing the Architectural standards and controls set forth in this Revitalized Declaration. The Association shall perform its function in accordance with this Revitalized Declaration, Bylaws, the Articles and the laws of the State of Florida.

The Association may elect to contract with a private management company to manage and operate the day to day functions of the Association, and such cost shall be a Common Expense.

3.2 Membership. Every Owner shall be a Member of the Association. There shall be only one Member per Lot and only one Member per Commercial Tract. If a Lot or Commercial Tract is owned by more than one Person, all co-owners shall share the privileges of such membership, subject to reasonable Board regulation and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

3.3 Voting. The Association shall have one class of membership who shall be all Owners. Each Member shall have one equal vote for each Lot or Commercial Tract in which they hold the interest required for membership under Section 3.2; provided, there shall be only one vote per Lot or Commercial Tract, as appropriate, and no vote shall be exercised for any property which is exempt from Assessment under section 8.10. Each Member will have full voting rights on all matters to come before the Association, except as may be limited by Section 720.307 of the Florida Statutes, as may be amended or superseded.

In a situation where there is more than one Owner, the vote for such Lot or Commercial Tract shall be exercised as described in the Bylaws.

Article IV RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Common Area. The Association, subject to the rights of the Owners set forth in this Revitalized Declaration, shall manage and control the Common Area and all improvements thereon (including, without limitation, furnishings, equipment, and other personal property of the Association used in connection with the Common Areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to this Revitalized Declaration and the Bylaws and consistent with the Community-Wide Standard. The Board is specifically authorized to retain or employ professional management to assist in carrying out the Association's responsibilities under this Revitalized Declaration, the cost of which shall be a Common Expense.

4.2 Personal Property and Real Property for Common Use. The Association, through actions of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property.

4.3 Enforcement. The Association may impose sanctions for violations of this Revitalized Declaration, any applicable Supplemental Declaration, the Bylaws, or Association rules in accordance with procedures set forth in the Bylaws, including reasonable monetary fines and suspension of the right to vote and to use any recreational facilities within the Common Area. In addition, in accordance with the Bylaws, the Association may exercise self-help to cure violations and may suspend any services it provides to the Property of any Owner who is more than 30 days delinquent in paying any Assessment or other charge due to the Association. All remedies set forth in this Revitalized Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of this Revitalized Declaration or Association rules, if the Association prevails it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The Association will not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may enforce county and city ordinances, if applicable, and permit the governmental body having jurisdiction over the Development to enforce ordinances in the Development for the benefit of the Association and its Members.

4.4 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Revitalized Declaration or the Bylaws, or reasonable implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Revitalized Declaration, the Bylaws, the Articles, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5 Governmental Interests. The Association may designate sites within the Property for utility facilities. The sites may include Common Areas, in which case the Association shall take whatever action is required with respect to such site to permit such use, including conveyance of the site.

4.6 Indemnification. The Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonable incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) an officer, director, or committee member, except that such obligation to indemnify shall be limited to those actions for which liability under this Section and Florida law.

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

4.7 Dedication of Common Areas. The Association may dedicate portions of the Common Areas to any local, state, or federal governmental or quasi-governmental entity.

Article V MAINTENANCE

5.1 Association's Responsibility.

(a) Until and unless any portion of the Common Area is dedicated to the public by plat or otherwise, the Association shall maintain and keep in good repair the Common Area and certain other portions of the Development, which shall include, but need not be limited to:

(1) all landscaping and other flora, structures, and improvements, including any pedestrian pathways/trails, situated upon the Common Area;

(2) such portions of any Additional Property included within the Common Area as may be dictated by this Revitalized Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association;

(3) all wetlands and other property located within the Development which serve as part of the drainage and stormwater transmission and retention system for the Development, including any retaining walls or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith;

(4) all roads and road rights-of-ways located within the Development not otherwise dedicated to a governmental entity;

(5) all recreational facilities located within the Development for the use of the Owners;

(6) all tie-downs within the Common Areas and all Access Roads, Taxi Ways, and the Air Strip located within to the Development;

(7) all parking areas located within the Development;

(8) all sidewalks, if any, located within the Development;

(9) all sanitary sewer lift stations and pumps located on or adjacent to the Development; and

(10) any property and facilities made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by the Association and to remain a part of the Common Area and be maintained by the Association until such time as the Association gives written notice to the Association Members.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(b) There are hereby reserved to the Association easements over the Development as necessary to enable the Association to fulfill such responsibilities. The Association shall maintain the facilities and equipment within the Common Area in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members representing 90% of the votes in the Association agree in writing to discontinue such operation.

(c) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense to be allocated among all Lots and Commercial Tracts as part of the Assessments,

without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Area pursuant to this Revitalized Declaration, a Supplemental Declaration, other recorded covenants, or agreements with the owner(s) thereof.

5.2 Owner's Responsibility.

(a) Each Owner shall maintain his or her Property and all structures, parking areas, and other improvements comprising the Property in a manner consistent with the Community-Wide Standard and all applicable covenants, unless, such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to this Revitalized Declaration, any Supplemental Declaration or other declaration of covenants applicable to such Property. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibilities, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Property and Owner in accordance with Section 8.6. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

(b) No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Property or in the non-paved right-of-way in front of any Property, and no refuse piles or unsightly object shall be allowed to be placed or suffered to remain anywhere on any Property or in the non-paved right-of-way in front of any Property. The Owner shall be required to maintain the Common Area fronting their Property, commencing from their Property and continuing to the edge of the paved road. Except as expressly provided elsewhere in this Revitalized Declaration, the Owner shall maintain the exterior of the Unit and improvements on said Owner's Property in good and workmanlike manner, and shall present a neat and clean appearance upon the Property and the non-paved right-of-way in front of any Property, including painting, repairing, replacing and caring for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. The Owner shall be required to repair or replace any and all irrigation systems (pipes, lines, sprinkler heads) which are located on the Owner's Property or in the non-paved right-of-way in front of his Property extending to the paved road. In the event that any Owner fails to keep his Property or the non-paved right-of-way located in front of the Owner's Property, free of weeds, long grass, underbrush, refuse piles, debris or other unsightly growth or objects, or to keep the Unit or improvements on his Property in a good and workmanlike manner, or to repair and/or replace any part of the irrigation system located in the right-of-way or fails to keep his Property and right-of-way in front of his Property in a neat and clean appearance, after no less than five (5) days written notice to Owner, the Association, through the Board or the ACC, may authorize its agents to enter upon the Property and perform any necessary maintenance or repair, at the expense of the Owner, which expense shall be deemed a Specific Assessment. Such entry will not be deemed a trespass. During the construction of a Unit or other improvements, each Owner will be required to maintain his Property and the non-paved right-of-way in front of any Property in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Property.

5.3 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as

necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. The Association and/or an Owner shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

Article VI INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(1) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Common Area to the extent that the Association has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, the "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;

(2) Commercial general liability insurance on the Common Area, insuring the Association and its Members for damage or injury caused by the negligence of the Association or on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least \$1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonable prudent person would obtain, the Association shall obtain such additional coverages or limits;

(3) Workers' compensation insurance and employers' liability insurance, if and to the extent required by law;

(4) Directors' and officers' liability coverage;

(5) Fidelity insurance covering all persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth of the Annual Assessments on all Property plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(6) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance and building ordinance coverage.

Premiums for all insurance on the Common Area shall be Common Expenses and shall be included in the Annual Assessment.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified Persons; at least one of whom must be familiar with insurable replacement costs in the Bay County, Florida area.

All Association policies shall provide for a certificate of insurance to be furnished to each Member insured and to the Association.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1(a). In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Property pursuant to Section 8.6.

All insurance coverage obtained by the Board shall:

(1) be written with a company authorized to do business in the State of Florida which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(2) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and its Members;

(3) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgages individually;

(4) contain an inflation guard endorsement; and

(5) include an agreement amount endorsement, if the policy contains a co-insurance clause.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(1) a waiver of subrogation as to any claims against the Association's Board, officers, committees, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(2) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(3) an endorsement precluding cancellation, in-validation, suspension, or non-renewal by the insured on account of any one or more individual Owners, or on account of any curable

defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(4) an endorsement excluding Owner's individual policies from consideration under any "other insurance" clause;

(5) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(6) across liability provision; and

(7) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) **Damage and Destruction.** Immediately after damage or destruction to all or any part of the Development covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvement necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless at least 80% of the total votes in the Association decide within 60 days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Property.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Owners, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1(a).

6.2 Owners' Insurance. By virtue of taking title to the Property, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Property, less a reasonable deductible.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Property, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX. Alternatively, the Owner shall clear the Property of all debris and ruins and maintain the Property in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

Article VII ANNEXATION OF PROPERTY

7.1 **Annexation With Approval of Membership.** The Association may annex any real property to the provisions of this Revitalized Declaration with the consent of the owner of such property and the affirmative vote of a majority of the voting interests of the Association.

Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Official Records. Any such supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property. Any such annexation shall be effective upon filing unless otherwise provided therein. All property annexed shall have the infrastructure (roads, utilities, etc.) installed as required by the applicable governmental entity or, in the alternative, if annexed prior to the completion of the infrastructure, all costs for the infrastructure (roads, utilities, etc.) shall be paid by any developer of the property being annexed. The Association shall be under no obligation to install or pay for any infrastructure in any property annexed.

7.2 **Additional Covenants and Easements.** Any portion of the property annexed pursuant to Section 7.1 shall be governed by this Revitalized Declaration and additional covenants and easements, including covenants obligating the Association to maintain and insure certain portions of the property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrent with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Revitalized Declaration as it applies to the subject property in order to reflect the different character and intended use of such property; provided, no such provision may operate to revoke or suspend the application of this Revitalized Declaration.

Article VIII FEES, ASSESSMENTS AND LIENS.

8.1 **Creation of Assessments.** There are hereby created Assessments for Association expenses as the Board may specifically authorize from time to time. Except as otherwise provided, there shall be three types of Assessments: (a) Annual Assessments also referred to fund Common Expenses for the general benefit of all Property; (b) Special Assessments as described in Section 8.5; and (c) Specific Assessments as described in Section 8.6. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these Assessments.

All Assessments, together with interest (computed from the due date of such Assessment at a rate of 18% per annum or such higher rate as the Board may establish, subject to the limitations of Florida law), late charges in such amount as the Board may establish by resolution, costs, and

reasonable attorney's fees, shall be a charge and continuing lien upon each Property against which the Assessment is made until paid, as more particularly provided in Section 8.7. Each such Assessment, together with interest, late charges, costs, and reasonable attorney's fees, also shall be the personal obligation of the Person who was the Owner of such Property at the time the Assessment arose. Upon a transfer of title to a Property, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Property by exercising the remedies provided in its Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

The Association shall, upon request, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an Association officer setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of Assessments at closing of the transfer of title to the Property and impose special requirements at closing of the transfer of title to a Property and impose special requirements for Owners with a history of delinquent payments. If the Board so elects, Assessments may be paid in two or more installments, with or without interest thereon. Unless the Board otherwise provides, the first payment of a total Annual Assessment shall be due and payable in advance of the first day of each fiscal year. If any Owner is delinquent in paying any Assessment or other charges levied on his Property, the Board may accelerate all Assessments due for the next twelve (12) months from the notice of acceleration and require any unpaid installments of all outstanding Assessments to be paid in full immediately.

No Owner may exempt himself from liability for Assessments by non-use of Common Area, abandonment of his Property, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with other entities for payment of Common Expenses.

8.2 Computation of Annual Assessment. At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, including a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 8.3.

Annual Assessments shall be levied equally against all Property and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through the levy of Annual Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any Assessment income expected to be generated from any Additional Property reasonably anticipated to become subject to Assessment during the fiscal year.

The Board shall send a copy of the budget and notice of the amount of the Annual Assessment for the following year to each Owner at least 30 days prior to the beginning of the fiscal year for which it is to be effective. Such budget and Annual Assessment shall become effective unless disapproved at a meeting by the Owners representing at least 2/3 of the total votes in the Association. There shall be no obligation to call an Owners' meeting for the purpose of considering the budget except on petition by the Owners as provided for special meetings in the Bylaws, which petition must be presented to the Board within ten (10) days after delivery of the notice of Assessments.

If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

[Section 8.3 Intentionally Omitted]

8.4 Reserve Budget and Capital Contribution. The Board shall annually prepare reserve budgets which take into account the number and nature of replaceable assets within the Common Area, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by Annual Assessments over the budget period.

8.5 Special Assessments. in addition to other authorized Assessments, the Association may levy Special Assessments from time to time to cover expenses that cannot be paid out of the Annual Assessments. Any such Special Assessment will be levied against the entire membership, if such Special Assessment is for Common Expenses. Except as otherwise specifically provided in this Revitalized Declaration, any Special Assessment shall require the affirmative vote or written consent of the Owners representing at least a majority of the voting interests of Property subject to the Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.6 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot or Commercial Tract as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Property or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, janitorial service, pest control, etc.), which Assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) to cover costs incurred in bringing the Property into compliance with the terms of this Revitalized Declaration, any applicable Supplemental Declaration, the Bylaws or rules, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their builders, agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Property Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying in Specific Assessment under this subsection (b);

(c) to amount to the costs and expenses as set forth in Section 9.8;

- (d) to amount to the enforcement charges as set forth in Section 11.5, if any;
- (e) to amount to the usage fee as described in Section 13.1; and
- (f) to comprise any expense described in Section 13.5.

8.7 Lien for Assessments. The Association shall have a lien against each Lot or Commercial Tract to secure payment of delinquent Assessments, as well as interest, late charges (subject to the limitations of Florida law), and costs of collection (including attorney's fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or non-judicial foreclosure.

The Association may bid for the Property at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Property. While any portion of the Property is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be levied on it; and (c) each other Property shall be charged, in addition to its usual Assessment, its prorata share of the Assessment that would have been charged such Property had it not been acquired by the Association. The Association may sue for unpaid Assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Property shall not affect the Assessment lien or relieve such Property from the lien for any subsequent Assessments. However, the sale or transfer of any Property pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such Assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Property who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for Assessments on such Property due prior to such acquisition of title. Such unpaid Assessments shall be deemed to be Common Expenses collectible from Owners of all Property subject to Assessment under Section 8.8, including such acquirer, its successors and assigns.

8.8 Collection of Assessments. The Board shall fix the amount of the Annual Assessment against each Property at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly, quarterly, or annually. Notice of the Annual Assessments shall be sent to every Owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessment against a specific Property has been paid.

8.9 Failure to Assess. Failure of the Board to fix Assessment amounts or rates or to deliver or mail each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Annual Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new Assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

8.10 Exempt Property. The following property shall be exempt from payment of Annual Assessments and Special Assessments:

- (a) All Common Area; and

(b) Any property dedicated to and accepted by any governmental authority or public utility.

8.11 Purpose of Annual Assessments. The Annual Assessments levied by the Association shall be used generally to promote the health, safety, welfare and recreation of the Owners, and for the improvement and maintenance of the Common Areas situated within the Development. Annual Assessments shall include, and the Association shall acquire and pay for out of the funds derived from Annual Assessments, the following:

- (a) Maintenance and repair of the Common Area;
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility services for the Common Area including but not limited to the Common Area;
- (c) Acquisition of equipment for the Common Area as may be determined by the Association;
- (d) Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association;
- (e) Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the Association; and
- (f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Revitalized Declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the Association for the operation and maintenance of the Common Area, for the benefit of Owners, relating to the Common Area, or for the enforcement of the restrictions.

8.12 Uniform Rate of Assessments. Both Annual and Special Assessments shall be fixed at a uniform rate for all Lots and Commercial Tracts.

8.13 Effect of Nonpayment of Assessment; Remedies. Any Assessment or installment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at eighteen percent (18%) per year. The Association shall have a lien against each Property to secure payment of delinquent Assessments, as well as interest, late charges (subject to the limitations of Florida law), and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of the Owner's Property. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for

inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

8.14 Subordination of Assessment Lien to First Mortgages. When the mortgagee of a first mortgage of record on a Property obtains title to the Property by purchase at the public sale resulting from the first Mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns is not liable for Assessments attributable to the Property or chargeable to the former Owner which became due prior to acquisition of title as a result of the foreclosure, unless the Assessments are secured by a claim of lien for Assessments that was recorded prior to the recording of the foreclosed mortgage. The unpaid Assessments are Common Expenses collectible from all of the Owners, including such acquirer and his or her successors and assigns.

Article IX ARCHITECTURAL STANDARDS

9.1 General. No structure shall be placed, erected, or installed upon any Property, and no improvements (including staking, clearing, excavation, grading and other site work, exterior alteration of existing improvements, and planting or removal of landscaping materials) shall take place except in compliance with this Article and with the approval of the Architectural Control Committee under Section 9.2. Notwithstanding this, the Board may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

Any Owner may remodel, paint or redecorate the interior of structures on his or her Property without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Property visible from outside the structures on the Property shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Refusal or approval of plans, locations or specifications may be based by the ACC upon any reason, including purely aesthetic conditions which, in the sole discretion of the ACC, shall be deemed sufficient.

All Units constructed on any portion of the Development shall be designed by and built in accordance with the approved plans and specifications. The location and configuration of any aircraft hangar on a Lot shall be subject to this Article and review by the ACC, regardless of whether the Owner has an existing Unit or is submitting plans for a Unit on that affected Lot. Further, in the event that an Owner seeks to apply to the ACC for approval to build a Unit, the plans submitted for review shall designate a space for an aircraft hangar, regardless of whether one is ever constructed. In the event that no hangar is constructed, the space designated for the hangar shall be used for any tie-down of aircraft on the respective Lot.

This Article shall not apply to improvements to the Common Area by or on behalf of the Association.

9.2 Architectural Review. Responsibility for administration of the Design Guidelines, as defined below, and review of all applications for construction and modifications under this Article shall be handled by the Architectural Control Committee described in subsection (a) below. The members of the Committee need not be Members of

the Association or representatives of Members, and may, but need not be, included architects, engineers or similar professionals, whose compensations, if any, shall be established from time to time by the Board. The Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs Incurred by the committees in having any application reviewed by architects, engineers or other professionals.

(a) Architectural Control Committee. The Architectural Control Committee shall consist of at least three, but not more than five, persons and shall have exclusive jurisdiction over all construction, repairs, modifications, renovations and alterations on any portion of the Development. The Board may, at its option, either appoint the members of the ACC, who shall thereafter serve and may be removed in the Board's discretion.

9.3 Criteria and Procedures.

(a) Design Guidelines. The Design Guidelines may contain general provisions applicable to all of the Development, as well as specific provisions which vary according to land use and from one portion of the Development to another depending upon the location, unique characteristics, and intended use. The Design Guidelines are intended to provide guidance to Owners and builders regarding matters of particular concern to the Architectural Control Committee in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Architectural Control Committee and compliance with the Design Guidelines does not guarantee approval of any application.

The ACC shall adopt and amend Design Guidelines at its sole discretion. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

The ACC shall make the Design Guidelines available to Owners who seek to engage in development or construction within the Development. Such Design Guidelines may be recorded in the Official Records, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(b) Procedures. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the ACC for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, landscaping and other features of proposed construction shall be submitted as applicable. In reviewing each submission, the ACC may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other things. Decisions of the committees may be based on purely aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as ACC members change over time.

(c) Overall Uniformity. No approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the ACC pursuant to Section 9.5. The Architectural Control Committee shall grant approval only if the design proposed by the Owner would result in a

finished Living Unit of exterior design harmonious with other Living Units in the Development.

9.4 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

9.5 Variance. The ACC may authorize variances from compliance with any of its criteria and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but not only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Revitalized Declaration; or (c) estop the ACC from denying a variance in other circumstances.

9.6 Limitation of Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the ACC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board, the ACC, nor member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Property. In all matters, the committees and their members shall be defined and indemnified by the Association as provided in Section 4.6.

9.7 Completion of Living Unit.

(a) When construction of a Living Unit has commenced, the work must be pursued diligently and continuously and must be completed within a period of twelve (12) months from the issuance of a building permit. Any requests for time extensions must be made in writing to the ACC. Such requests shall indicate the current status of the project, the reasons for the time extension request and the new date for completion of the project. A project not completed within the stipulated time period, or a project upon which construction is not continuous, shall be considered a nuisance and a violation of these restrictions, and subject to appropriate action by the ACC or the Board as defined by the Revitalized Declaration.

(b) If all of any portion of a Living Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such Living Unit in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within ninety (90) days after the damage occurs, and shall be completed within twelve months after the damage occurs, unless prevented by causes beyond the control of the Owner.

9.8 Wells. Subject to and after obtaining all applicable regulatory approvals, appropriate permits and after obtaining the prior written approval of the Architectural Control Committee, an Owner may furnish his drinking water from a well within his Property. Architectural Control Committee approval is not required prior to installation of a well for irrigation for lawn care.

9.9 Enforcement. Any structure or improvement placed, made, repaired, modified, altered or replaced in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Property and collected as a Specific Assessment.

Unless otherwise specified in writing by the committee granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Property. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Property and an opportunity to be heard in accordance with Bylaws, to enter upon the Property and remove or complete any incomplete work and to assess all costs incurred against the Property and the Owner thereof as a Specified Assessment.

A builder, contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded by the Board from the Development, subject to the notice and hearing procedures contained in the Bylaws. In such event, the Association, its officers, directors, committee members, employees and agents shall not be held liable to any Person for exercising the rights granted by this paragraph.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ACC.

Article X

USE RESTRICTIONS AND RULES

10.1 Plan of Development; Applicability; Effect. The Sandy Creek Airpark Development is a planned development that includes an Air Strip for private civil aircraft in a residential community with aircraft-related, light commercial activities including but not limited to charter and small commercial flight operations. The aircraft-related, light commercial activities including but not limited to charter and small commercial flight operations shall only be operated from and based out of the Commercial Tracts. The purpose of these covenants, conditions and restrictions is to enhance and protect the value, attractiveness and desirability of the Property, all subject to the Board's and the Members' ability to respond to changes in circumstances, conditions, needs, and desires within the master planned community and to regulate and control the Common Area. The Development is subject to the land development, Architectural, and design provisions set forth in Article IX, the other provisions of this Revitalized Declaration governing individual conduct and uses of or actions upon the Development, and the guidelines, rules and restrictions promulgated pursuant to this Revitalized Declaration, all of which establish affirmative and negative covenants, easements, and restrictions on the land subject to this Revitalized Declaration.

All provisions of this Revitalized Declaration and any Association rules shall apply to all Owners, occupants, tenants, guests and invitees of any Property. Any lease on any Property

shall provide that the lessee and all occupants of the leased Property shall be bound by the terms of this Revitalized Declaration, the Articles, the Bylaws, and the rules of the Association.

10.2 Authority to Promulgate Use Restrictions and Rules. In addition to this Revitalized Declaration, the Association may promulgate use restrictions; i.e. rules, applicable to all of the Development ("Rules"). Subject to the terms of this Article, such initial use restrictions may be modified in whole or in part, repealed or expanded as follows:

(a) Subject to the Board's duty to exercise sound business judgment and reasonableness on behalf of the Association and its Members, the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the initial Rules. The Board shall send notice by mail to all Owners concerning any such proposed action at least five business days prior to the Board meeting at which such action is to be considered. Owners shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

(b) At least 30 days prior to the effective date of any action taken under subsection (a) of this Section, the Board shall send a copy of the rule to each Owner. The Association shall provide, without cost, a copy of the Rules then in effect to any requesting Member or Mortgagee.

(c) Nothing in this Article shall authorize the Board or the Owners to modify, repeal or expand the Design Guidelines.

10.3 Protective Covenants.

(a) Except for Lots designated as Commercial Tracts or except as otherwise provided herein, Lots shall be used and improved exclusively for single-family residential use only. Lots 1-26, 26A, 27- 40, 40A and 41- 47 on the Original Plat and Lots 52 through 72 and 78 through 100 on the Phase II Plat shall be used for single-family residential uses only and may not be designated Commercial Tracts. Only Lots 51 and 77 on the Phase II Plat are designated as Commercial Tracts which can be used for any lawful business purpose in accordance with this Revitalized Declaration.

(b) No Nuisance shall be permitted to exist or operate upon any property in the Development so as to be detrimental to any other property in the vicinity thereof or its occupants.

(c) The following additional restrictions shall apply:

(1) Owners within the Development are hereby restricted from taking any action to interfere with the passage of aircraft in and through the air space above the Development and with members' use and enjoyment of the Sandy Creek Airpark Development.

(2) Unless specifically excepted by the ACC for reasons of personal hardship, all one-family residences shall have a total floor area of 1,600 square feet and if the dwelling is more than one story, a minimum total floor area of the first story of 1,400 square feet, exclusive of garages, porches, terraces or hangars; provided however that a hangar may not be counted as part of the ground floor minimum where an ACC approved hangar is attached to a residence in a manner creating a uniform and attractive profile and appearance for the residence. Unless specifically excepted by the ACC, each residence shall have a fully-enclosed, two-car garage.

(3) Except as approved by the ACC for reasonable periods of construction, no temporary house shack, mobile home or tent shall be erected upon any Property. No temporary or permanent storage building, barn, hangar or other out-building shall be used for residential purposes.

(4) No tourist courts, overnight cabins or rental units shall be constructed on any Property.

(5) Whenever buildings erected on any Property are constructed in whole or in part of concrete, concrete blocks, cinder blocks or other fabricated masonry block units other than decorative masonry block approved by ACC, the entire surface of such blocks exposed above finish grade shall be veneered with brick, natural stone, stucco approved by the ACC or other material approved by the ACC.

(6) No building shall exceed the height of 35 feet.

(7) None of the Property shall be used as a dumping ground for rubbish, trash, or garbage. No obnoxious or offensive activities shall be carried on upon any Property nor shall anything be done, thereon which may be or may become an annoyance to the neighborhood. Garbage and trash containers shall be contained within an enclosure, except as may be actually required for collection purposes. The design and material of said enclosure shall be in keeping with the general appearance of the house and its design shall be approved by the ACC. The Association shall have the right to designate and to require use of a single garbage company to ensure consistency and uniformity of garbage services.

(8) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Property, Commercial Tract or on the Common Area. However, dogs, cats and other household pets may be kept subject to such rules and regulations as may be adopted by the ACC so long as they are not kept, bred or maintained for commercial purposes.

(9) No fence, wall, hedge or shrub planting shall be permitted on any Property, except as may be approved by the ACC.

(10) NO signs of any character shall be erected, pasted, posted, or displayed upon or about any Property or part thereof without the written permission of the ACC and the ACC shall have the right in its sole discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs.

(11) No clothing, laundry or wash shall be aired or dried on any portion of the Property in an area with a substantial exposure to view from any other Lot or Commercial Tract. Drying areas will be permitted only in locations approved by the ACC and only when substantially protected from view by screening or fencing approved by the ACC.

(12) There shall be not more than one name plate on each Property. The name plate shall be neat and appropriate to the surrounding improvements and the form of name plate shall be subject to the prior approval of the ACC.

(13) One or more hospitality light standards, of a design approved by the ACC, may be located within the front yard of any Owner's Property.

(14) No television or other outside antenna system or facility shall be erected or maintained on any Property to which cable or satellite television service is then currently available except with the specific consent of the ACC which consent may be unreasonably withheld.

(15) Flag poles are permitted, provided the pole is not more than fifteen (15) feet in height, unless otherwise approved by the ACC.

(16) Nothing shall be done or kept on an Owner's Property which would increase the rate of insurance relating thereto without the prior written consent of the Board of Directors of the Association and no Owner shall permit anything to be done or kept on his Property which would result in the cancellation of insurance on this Property or on any part of the common Area or which would be in violation of any law.

(17) All electrical lines and telephone lines shall be run underground.

(18) Each Lot or Commercial Tract adjoining the Taxiway rights-of-way may have a hangar for the storage of private aircraft. Such hangar if constructed, must be compatible with the adjoining dwelling unit and will be subject to ACC approval. No hangar shall be erected within the front yard of any Lot, but only within the rear or side yards if the entrance to said hangar is from the rear.

(19) Owners and occupants of Living Units shall not as a matter of course park owned or controlled motor vehicles on adjacent roads and streets or otherwise than in garage space or off-street parking.

(20) No house or other building, including hangars, shall be constructed within fifty (50) feet of the center of main roadways or taxiways adjoining any Lot or Commercial Tract.

(21) No Owner shall alter, construct on, or remove anything from the Common Area except on the written consent of the Association.

(22) No window air conditioning unit shall be installed without the consent of the ACC.

(23) All mailboxes shall be uniform in height and size, constructed in accordance with plans to be established by the ACC.

(24) All aircraft hangars and tie-downs shall provide access to the nearest taxiway or runway. All hangar doors shall be at least forty (40) feet wide and ten (10) feet high, the exact dimensions subject to the approval of the ACC.

(25) No motor homes, recreational vehicles or live-in travel trailers may be parked on any Property so as to be visible from any other Property or from the street abutting the Property, without the prior written approval of the President of the Association. In the event approval is granted, such approval shall not exceed three (3) calendar days.

(26) Boats, jet skis and/or any other marine equipment, trailers of any kind, off-road vehicles and all other non-street legal vehicles shall not be located on any Property so as to be visible from any other Property or from the street abutting the Property.

(27) Swimming pool equipment and fuel/gas storage tanks shall not be located on any Property so as to be visible from any other Property or from the street abutting the Property.

(28) All motor vehicles must be parked on a paved driveway or other paved surface on a Lot, with the exception of vehicles of temporary guests that may be parked no more than four (4) hours elsewhere on the Lot.

(d) The following provisions shall apply specifically to Commercial Tracts:

(1) Each conveyance of a Commercial Tract shall be subject to any additional deed restrictions which may be imposed at the time of purchase.

(2) Use of the Common Area shall be by the Commercial Tract Owner, its employees and customers only in the normal course of business.

(e) The ACC shall adopt general rules to implement the purposes set forth in this Section and interpret the covenants in this Section, including but not limited to rules to regulate animals, antennas, signs, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation. Such general rules may be adopted or amended by a majority vote of the ACC, following a regular or special meeting for which due notice has been provided, and provided such are approved by an affirmative vote of a majority of the Board of Directors. All such general rules and any subsequent amendments thereto shall be placed in the rules and regulations of the Association. The rules of the ACC shall not contravene any provision of this Revitalized Declaration, the Articles, or the Bylaws.

(f) Exceptions. The ACC may issue temporary permits to except any prohibitions expressed or implied by this section, provided the ACC can show good cause for doing so.

10.3 Owners' Acknowledgment. All Owners and occupants of Property are given notice that use of their Property is limited by the use restrictions contained in this Revitalized Declaration and Rules, as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Property can be affected and that the Declaration and the Rules may change from time to time.

Article XI EASEMENTS

11.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot or Commercial Tract and any adjacent Common Area and between adjacent Property due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured by any point on the common boundary along a line perpendicular such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.2 Easements for Utilities, Etc.

(a) Each Owner specifically grants to the Association within each Lot and Commercial Tract a non-exclusive perpetual easement in a strip of land twenty-five (25) feet running along the front of all Lots and Commercial Tracts and a six (6) foot easement along all other sides of all Lots and Commercial Tracts for utility purposes. The term "utility purposes" shall include but not be limited to electricity, cable television, facilities, water, drainage, gas, sewer, telephone, internet and for any similar facility, deemed by the Association necessary for the service of such Property or other parcel within the Development. The Association shall have the right to assign the use of said easement or rights-of way to any person, firm, corporation or municipality furnishing any of the utilities or facilities mentioned. The maintenance of all easements shall be considered the common or collective responsibility of the Association. The Association by majority vote of the Board of Directors may grant permits, licenses and easements over or upon the Common Area for utility purposes, ingress and egress or other purposes reasonably necessary or useful for the proper maintenance or operation of the Development.

(b) Each Owner specifically grants to the Association within each Lot and Commercial Tract a non-exclusive perpetual nonexclusive easements upon, across, over, and under all of the Development (but not through a structure) to the extent reasonably necessary for the purpose of monitoring, replacing, repairing, and maintaining and operating roads, sidewalks, walkways, pathways and trails; ponds, wetlands, and drainage systems; and street lights and signage; and for the purpose of installing any of the foregoing on the property which the Association owns or within easements designated for such purposes on recorded plats of the Development.

(c) Any damage to any Property resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Property, nor shall it unreasonably interfere with the use of any Property and except in an emergency, entry onto any Property shall be made only after reasonable notice to the Owner or occupant.

11.3 Easements for Stormwater. The Association reserves for itself and its successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon any wetlands located within the Common Area. The Association and Association's successors, assigns and designees shall have an access easement over and across any of the Development abutting or containing any portion of the swales, drainage ditches, stormwater retention ponds and wetlands to the extent reasonably necessary to exercise their rights under this Section.

There is further reserved herein for the benefit of the Association and its successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Property (but not the Units thereon) adjacent to or within one hundred feet of the wetlands within the Development, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Development; (b) fill, drain, dredge, deepen, clean, fertilize, and generally maintain the swales, drainage ditches, ponds and wetlands within the Common Area; (c) maintain and landscape the slopes and banks pertaining to such swales, drainage ditches, ponds and wetlands; and (d) enter upon and across such portions of the Development for the purpose of exercising their rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from their respective use of such easements. Nothing herein shall be construed to make the Association or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural occurrences. The Association and each Owner, hereby reserve and grant reciprocal easements each to the other(s) of an easement for stormwater drainage and retention.

The Association shall be responsible for the maintenance and repair of all stormwater facilities and drainage elements located within the Common Areas.

11.4 Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Property for emergency, security, and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with this Revitalized Declaration, any Supplemental Declaration, Bylaws, and Rules. Such right may be exercised by any member of the Board, the Association's officers, agents, employees, and managers, the members of the ACC pursuant to Article IX, and policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right to the Association to enter upon any Property to cure any condition which may increase the possibility of fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any Unit without permission of the Owner, except by emergency personnel acting in their official capacities.

11.5 Denial of Use. The Association shall have the unrestricted and absolute right to deny ingress to the Development to any person, who, in the opinion of the Association, may create or participate in any disturbance or nuisance on any part of the Development, provided, however, that the Association shall not deny an Owner or Mortgagee the right of ingress and egress to any portion of the Development owned by such Owner or mortgaged in favor of such Mortgagee. The Association shall have (i) the right to adopt rules and regulations pertaining to the use of the roads and road rights-of-ways, including but not limited to the installation of gate houses and gate systems, if the Association so elects, (ii) the right, but no obligation, to control speeding and impose speeding fines which shall constitute a Specific Assessment payable by the responsible Owner immediately upon receipt of a written invoice or statement and to prohibit, or not prohibit, use of the roads on the Development by traffic or vehicles (including without limitation, motorcycles, "go-carts", three-wheeled vehicles, and terrain vehicles) which in the opinion of the Association would or might result in damage to the roadways within the Development or create a nuisance for the residents, (iii) the right, but no obligation, to control and prohibit parking on all or any part of the roadways within the Development, (iv) the right, but no obligation, to control the operations of aircraft taking off, landing, taxiing, and being housed at the Development, and (v) the right, but not obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, which is placed or located on the Development, if the location of the same will, in the opinion of the Association, obstruct the vision of a motorist.

11.6 Easements as Appurtenances. The easements and other rights created herein for an Owner shall be appurtenant to the Property of that Owner and all conveyances of title to the Property shall include a conveyance of the easements and rights as are herein provided, even though no specific reference to such easements and rights appears in any such instrument.

11.7 Non-Interference with Easements. No structure shall be built upon the easements described in this Article and said easement property shall at all times be open to Association and Association's successors, assigns and designees, and any public utility or private service corporation which may require the use of said right-of-way.

Article XII

MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Property in the Development.

12.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Property to which its Mortgage relates), thereby becoming an "Eligible Holder," will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Property on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of Assessments or charges owed by a Property subject to the mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Declaration or Bylaws relating to such Property or the Owner or Occupant which is not cured within 60 days; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

12.2 No Priority. No provision of this Revitalized Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Property in the case of distribution to such owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

12.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Property.

Article XIII

AIR STRIP, HANGARS, TIE-DOWNS, ACCESS ROADS AND TAXIWAYS

13.1 Air Strip. The Air Strip, as it may be configured from time to time, is for the use, maintenance, enjoyment and benefit of the Members hereof. The Association may, but is not obligated, to lengthen the Air Strip by adding more property to the existing Air Strip parcel provided the improvement shall be of like kind and quality as the then existing Air Strip.

(a) All Members and their guests shall have the right to use the Air Strip, Access Roads and Taxiways for civil aircraft subject to limitations which may hereinafter be imposed by the Association and the terms, conditions, limitations and restrictions contained in this Revitalized Declaration.

(b) The Association shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the Air Strip, provided that such rules and regulations shall not conflict with any provision of this Revitalized Declaration and provided further that such rules and regulations shall be consistent with good safety practices and with all Federal, State and local statutes, rules and regulations and ordinances with respect to civil aircraft operations on private airport facilities. The use of the Air Strip within Sandy Creek Airpark Development shall also be subject to the following:

(1) No aircraft shall be parked on any part of the Air Strip and all aircraft parked or left for any period of time unattended on the Property shall be securely tied down. If any aircraft is found within any Property not tied down and unattended, the Association or its agents may, but are not obligated to secure it at the expense of the Owner of said aircraft.

(c) The Association shall have the right to withhold from, restrict or charge an individual usage fee which shall constitute a Specific Assessment as described in Section 8.6 herein for the use of the Air Strip to any Owner:

(1) who is in default in the payment of any assessment fee; or

(2) who, in the judgment of the Board of Directors of the Association, uses the Air Strip or his aircraft in a negligent manner or in a manner harmful to the rights of other users; or

(3) who, in general, violates the published rules and regulations of the Association,

(4) Such Specific Assessments shall not exceed \$50.00 per each landing or take-off.

(d) The Association shall have the right to enter into an agreement with any individual, firm, corporation or other entity to provide for the full-time management and operation of the Air Strip and related facilities. The cost of such management shall be included within the Annual Assessment.

(e) Each Owner and the Owner's guests or tenants, are encouraged and expected to obtain and maintain adequate aircraft personal injury and property damage insurance for the operation of civil aircraft owned or leased by such person.

13.2 Development of Fixed Based Operation, Hangars and Tie- Down Area. The Association may, but is not obligated to, designate an area for and to construct necessary facilities to accommodate a fixed based operation, one or more hangars and a Tie-Down Area. If such designation and development occurs, Association reserves the right to impose rules and regulations or to further amend this Revitalized Declaration to provide for certain restrictions as to these areas and all Owners shall be subject to such restrictions. Any such amendment needs to be signed and acknowledged and need not be approved by the Members, the owners of any Property or by any lienors or mortgagors of any Property, whether or not elsewhere required for an amendment.

13.3 Access Roads and Taxiways. Access Roads and Taxiways as shown on the Plat are for the purpose of providing access for civil aircraft to and from the Air Strip and adjoining facilities that may exist. The Association shall have the responsibility and obligation to maintain and repair Access Roads and Taxiways, the expense of which shall be paid from Annual or Special assessments. Access Roads and Taxiways designated on any Plat sub-dividing any of the Additional Property shall be used by Owners in a similar fashion.

(a) The Association is empowered to adopt reasonable rules and regulations regarding the supervision, maintenance, control, regulation and use of the Access Roads and Taxiways, and to enforce the same in any lawful manner, but same shall be consistent with the following:

(1) Aircraft shall taxi on those areas designated as Access Roads and Taxiways only.

(2) It shall be the duty of all Owners to keep all Access Roads and Taxiways designated on the Plat at all times free and clear of children, dogs, cats, household pets, machines of every

nature and description, baby carriages, bicycles, carts and any and all other items which might or could serve as obstructions or hazards or which might or could interfere with the use of such designated areas by aircraft.

(3) Access Roads and Taxiways shall not be regraded, ditched or obstructed with lights, landscaping, mailboxes, fences or any other item which might or could interfere with the use of the Taxiways by aircraft.

13.4 Aircraft Run-up. All aircraft shall have the right-of-way when taxiing on the Access Roads and Taxiways. Aircraft shall "run-up" only in areas designated by the Association Board of Directors. All run-ups shall be done in such a manner not to cause inconvenience to or damage to the property of others. In any event, no low-level flying stunts or other hazardous activities will be permitted about or above the Development. Each Owner is required to strictly observe all Federal, State and local statutes, laws, regulations or ordinances relative to the operation of civil aircraft.

13.5 Hangars. Hangars may not be constructed as temporary structures. A hangar may not be constructed before a Unit is constructed. A hangar existing in violation of the above restrictions shall be considered a temporary structure and may be removed on the approval of the ACC and such removal shall be at the expense of the Owner; i.e., a Specific Assessment, which expense shall constitute a lien on the Owner's Property which may be foreclosed in the manner provided under the Revitalized Declaration.

Article XIV ENFORCEMENT

14.1 Enforcement. The Association or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and rules now or hereafter imposed by the provisions of this Revitalized Declaration or any rules of the Association. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors may adopt rules and regulations imposing reasonable procedures for imposing reasonable fines for the breach by any Owner or an Owner's guest, invitee, permittee or licensee of the covenants and restrictions contained herein. No member of the Board of Directors shall have any liability for failure to enforce any restriction, condition, covenant, reservation, lien, charge or rule.

14.2 Compliance by Owners. Every Owner and every Owner's guests, invitees, permittees and licensees shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

14.3 Use of Common Area. Failure of an Owner or their guests, invitees, permittees and licensees to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend the rights of use of Common Area (except for legal access) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred (before or after litigation) and costs.

14.4 Fines. In addition to all other rights and remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or their guests, invitees, permittees and licensees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine(s) should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(d) The Enforcement Committee (if its findings are made against the Owner) may impose fines against the Owner as follows:

(1) In the case of a single, noncontinuing violation, a fine not to exceed One Hundred Dollars (\$100.00).

(2) In the case of a violation of a continuing nature, a fine not to exceed One Hundred Dollars (\$100.00) per day for each day the violation continues, the aggregate amount of which shall not exceed One Thousand Dollars (\$1,000.00).

(e) Fines shall not be a lien on the Property in question.

(f) Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(g) Fines may be collected using any available legal or equitable process.

(h) All monies received from fines shall be allocated as directed by the Board of Directors.

(i) These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Article XV GENERAL PROVISIONS

15.1 Duration.

(a) Unless terminated as provided in Section 15.1(b), this Revitalized Declaration shall have perpetual duration. If Florida law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Revitalized Declaration shall automatically be extended at the expiration of such period for successive periods of 20 years each, unless terminated as provided herein. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Revitalized Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by Florida law, in which case such law shall control, this Revitalized Declaration may not be terminated within 20 years of the date of recording without the consent of all Owners. Thereafter, it may be terminated only by an instrument signed by Owners of 80% of the total votes of the Association, which instrument is recorded in the Official Records. Nothing in this Section shall be construed to permit termination of any easement created in this Revitalized Declaration without the consent of the holder of such easement.

15.2 Amendment.

(a) Except as otherwise specifically provided above and elsewhere in this Revitalized Declaration, this Revitalized Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing two-thirds (2/3) of the total votes in the Association.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(b) If an Owner consents to any amendment to this Revitalized Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the Official Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Revitalized Declaration.

15.3 Severability. Invalidation of any provision of this Revitalized Declaration, in whole or in part, or any application of a provision of this Revitalized Declaration by judgment or court order shall in no way affect other provisions or applications.

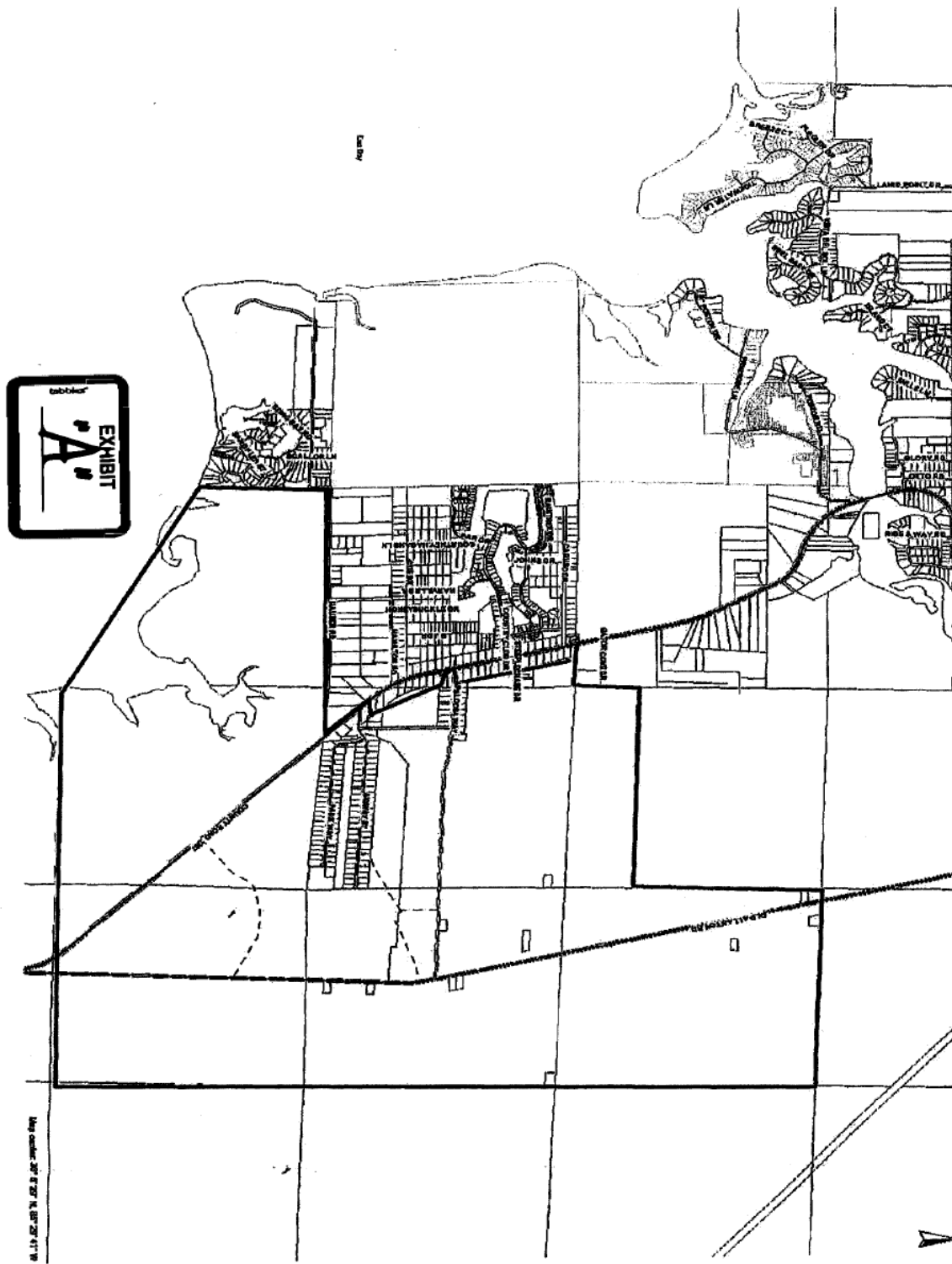
15.4 Cumulative Effect; Conflict. The provisions of this Revitalized Declaration shall be cumulative with any additional covenants, restrictions, and declarations applicable to any property annexed by Supplemental Declaration, and the Association may, but shall not be required to, enforce the covenants, conditions, and provisions applicable to any such property; provided, however, in the event of a conflict between or among this Revitalized Declaration and such

covenants or restrictions, and/or the provision of any Articles of Incorporation, Bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, this Revitalized Declaration, Articles, Bylaws, and Rules of the Association shall prevail, in that order of priority. The foregoing priorities shall apply, but not be limited to, the lien for Assessments created in favor of the Association. Nothing in this Section shall preclude any Supplemental Declaration or other recorded declaration, covenants and restrictions applicable to any portion of the Development from containing additional restrictions or provisions which are more restrictive than the provisions of this Revitalized Declaration, and the Association shall have the standing and authority to enforce the same.

15.5 Compliance. Every Owner and occupant of any Property shall comply with this Revitalized Declaration, any applicable Supplemental Declaration, the Bylaws, and the Use Restrictions and Rules promulgated pursuant to Article X. Subject to the terms of Article XIV, failure to comply shall be grounds for an action by the Association or, in a proper case, by an aggrieved Property Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.3.

15.6 Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to his or her Property shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. the transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Property, including Assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

15.7 Effective Date: In accordance with section 720.407, Florida Statutes, this Revitalized Declaration shall become effective upon the date of recording.



11/4/2020

Landmark Web Official Records Search

OR BK 2965 PG 454

Exhibit "B"

SECOND AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC.

FILED
07 AUG -7 AM 11:35
CLERK OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED hereby associate themselves for the purpose of continuing a corporation not-for-profit under and pursuant to Chapters 617 and 720, Florida Statutes, and do certify as follows:

ARTICLE I

The name of this corporation is SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. The terms used herein shall have the same meanings ascribed to them by any Declaration of Covenants and Restrictions for Sandy Creek Airpark as is or may be recorded in the Official Records of Bay County, Florida ("Declaration").

ARTICLE II

The specific primary purposes for which the Association is formed are to provide maintenance, preservation and architectural control of the Property included in the Sandy Creek Air Park Development and to promote the health, safety and welfare of the residents within the above-described property and such additions thereto as may hereinafter be brought within the jurisdiction of the Association for such purpose.

In furtherance of such purposes, the Association shall have the power subject to the provisions and limitations, if any, in the Declaration, to:

(a) Perform all of the duties and obligations of the Association as set forth in the Declaration, as it may be amended from time to time.

(b) Affix, levy and collect and enforce payment by lawful means of, all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association; including all



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licenses, taxes or governmental charges levied on or imposed against the property of the Association;

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

(d) Borrow money and mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed for debts incurred;

(e) Dedicate, sell, transfer or grant easements with respect to all or any part of the Common Areas to any municipality, public agency, authority, or utility for such purposes;

(f) Participate in mergers and consolidation with other non-profit corporations organized for the same purposes;

(g) Have and exercise any and all powers, rights and privileges that a non-profit corporation organized under Chapter 617 and 720 of the Florida Statutes by law may have or hereinafter may have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. No part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE III

Every person or entity who is a record Owner of a fee or undivided interest in any Property which is subject to this Declaration is a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as Lessee or as security for the performance of an obligation. All Members of the SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC., shall be governed and controlled by this Declaration, the Articles of Incorporation and the By-Laws of the Association as they may be amended from time to time. Membership shall be appurtenant to and may not be separated from the ownership of a Lot or Commercial Tract which is subject to assessment by the Association.

11/4/2020

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OR BK 2965 PG 456

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The name and resident address of each subscriber is as follows:

Name	Address
Julius Poston	P.O. Box 638 Panama City, FL 32402
Joel Cowan, Jr.	P.O. Box 638 Panama City, FL 32402
Todd MacDonald	5135 MacDonald Drive Lynn Haven, FL 32444

ARTICLE VI

The number of persons constituting the Board of Directors of the Association shall be five (5), and the names, address of the persons who shall serve as directors until the next election are:

Name	Address
Julius Poston	P.O. Box 638 Panama City, FL 32402
Joel Cowan, Jr.	P.O. Box 638 Panama City, FL 32402
Mike Laver	Air 1 st Aviation Companies, Inc. 234 Air Park Blvd. Aiken, SC 29805
Todd MacDonald	5135 MacDonald Drive Lynn Haven, FL 32444
Frank Carpenter	13212 Air Way Panama City, FL 32404

ARTICLE VII

The affairs of the Association shall be managed by a President, Vice President, Secretary and Treasurer, who shall at all times be members of the Board of Directors. Such officers shall be elected at the first meeting of the Board of Directors following each annual meeting of the members.

The names of the officers who are to serve until the next election are:

Name	Officer
Julius Poston	President
Joel Cowan, Jr.	Vice President
Todd MacDonald	Secretary/Treasurer

ARTICLE VIII

The By-Laws of the Association may be made, altered or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of a majority of the membership existing at the time of and present at such meeting.

ARTICLE IX

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of a majority of the voting interests of the Association.

ARTICLE X

The Association shall have one class of voting membership which shall be all Owners of Lots and Commercial Tracts. There shall be one (1) vote for each Lot and one (1) vote for each Commercial Tract. Voting rights of any member may be suspended for periods during which assessments are delinquent.

11/4/2020

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OR BK 2965 PG 458

ARTICLE XI

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event acceptance of such distribution is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization operating for similar purposes.

Dated as of this 26th day of July, 2007.

WITNESSES:

SANDY CREEK AIRPARK OWNERS
ASSOCIATION, INC., a Florida
Not-for profit corporation

Jessica Mishoe
Printed Name: Jessica Mishoe

By: [Signature]
Printed Name: JULIUS POSTON
Its: President

Marsha Fielding
Printed Name: Marsha Fielding

Marsha Fielding
Printed Name: Marsha Fielding

By: [Signature]
Printed Name: JOEL COWAN, JR.
Its: Vice President

Jessica Mishoe
Printed Name: Jessica Mishoe

Marsha Fielding
Printed Name: Marsha Fielding

By: [Signature]
Printed Name: Todd MacDonald
Its: Secretary/Treasurer

Jessica Mishoe
Printed Name: Jessica Mishoe

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11/4/2020

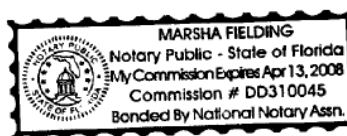
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OR BK 2965 PG 459

STATE OF Florida
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 26th
day of July, 2007, by TODD MACDONALD as
Secretary/Treasurer of SANDY CREEK OWNERS ASSOCIATION, INC., a
Florida not-for-profit corporation, who is personally known to
me or who produced _____ as identification,
on behalf of said corporation.

Marsha Fielding (SEAL)
NOTARY PUBLIC



Printed Name of Notary

THIS INSTRUMENT PREPARED BY: TIMOTHY J. SLOAN, ESQ., HARMON &
SLOAN, P.A., 427 MCKENZIE AVENUE, PANAMA CITY, FLORIDA 32401.

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OR BK 2965 PG 460

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 31st day of July, 2007, by JULIUS POSTON, as President of SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced a valid drivers license as identification, on behalf of said corporation.

Marsha Fielding (SEAL)
NOTARY PUBLIC
Marsha Fielding
Printed Name of Notary



STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 26th day of July, 2007, by JOEL COWAN, JR., as Vice President of SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of said corporation.

Marsha Fielding (SEAL)
NOTARY PUBLIC
Marsha Fielding
Printed Name of Notary



Exhibit "C"

REVITALIZED BY-LAWS
OF
SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC.,
A Florida Not-for-profit Corporation

ARTICLE I
NAME

The name of the corporation is SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC. The principal office of the corporation shall be 1-C Airway, Panama City, Florida 32404, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II
TERMS

The terms used herein shall have the same meanings ascribed to them by the then applicable Declaration of Covenants and Restrictions for Sandy Creek Airpark as recorded in the Official Records of Bay County, Florida, as is or may be amended or superseded from time to time ("Declaration").

ARTICLE III
DEFINITIONS

Section 1. Annual Meeting. The annual meeting of members shall be held at a date and time in the months of November, December or January, as from time to time shall be determined by the Board of Directors for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

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 on written request by one-fourth (1/4) of the members.

Section 3. Notice of Meetings. Written notice of each meeting of members shall be given by or at the direction of the Secretary or other person authorized to call meetings, by mailing a copy of such notice, postage prepaid, at least then (10) days but not more than thirty (30) days to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association in writing, for the purpose of receiving notice. The notice shall specify the day, hour, and place of meeting and in the case of a special meeting, the purpose thereof.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of members entitled to cast at least one-third (1/3) of the votes of the membership, shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these By-Laws. If a quorum is not present at any meeting, the members entitled to

Revitalized Bylaws of Sandy Creek Airpark Owners Association, Inc.

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 is present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable, and a proxy of any owner shall automatically terminate on conveyance by him or his lot.

Section 6. Multiple Ownership.

- (a) If Property is owned by one (1) person or entity, the right to vote on behalf of such Property shall be established by the record title to the Property. If a Property is owned by more than one (1) person, the person or entity entitled to cast the vote for the Property shall be the voting member designated by a voting certificate signed by all of the record owners of the Property and filed with the Secretary of the Association. If a Property is owned by a corporation, the person entitled to cast the vote for the Property shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. If a Property is owned by a limited liability company, the person entitled to cast the vote for the Property shall be designated by a certificate signed by the Manager (s) or all of the Member Managers of the limited liability company and filed with the Secretary of the Association. If a Property is owned by a partnership, the person entitled to cast the vote for the Property shall be the general partner evidenced by a certificate of such filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or a change in the ownership of the Property concerned. A certificate designating a person entitled to cast the vote of a Property may be revoked by any owner of a Property. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirements for a quorum nor for any other purpose.
- (b) Notwithstanding the provisions of Subparagraph (a) of this Paragraph 6, whenever any Property is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote.
 - (1) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Property owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.
 - (2) Where only one (1) spouse is present at a meeting, the spouse present may cast their Voting Interest without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, their Voting Interest shall not be considered.

Revitalized Bylaws of Sandy Creek Airpark Owners Association, Inc.

- (3) Where neither spouse is present, the person designated in a proxy or Voting Certificate signed by either spouse may cast the Voting Interest, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Voting Member by the other spouse, the Voting Interest shall not be considered.

ARTICLE IV

BOARD OF DIRECTORS - TERM OF OFFICE, ELECTION, AND REMOVAL

Section 1. Number. The affairs of the Association shall be managed by a Board of five directors who shall be members of the Association.

Section 2. Term of Office. Terms of the members of the Board of Directors shall be staggered, with each director serving a three (3) year term.

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

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

ARTICLE V

BOARD OF DIRECTORS - NOMINATION AND ELECTION

Section 1. Nomination. Nomination for the election to the Board of Directors shall be by a Nominating Committee. However, nominations may also be made from the floor at any annual meeting of the members. 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 committee shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such meeting until the close of the next annual meeting, and such appointments 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 in no event shall it nominate less than the number of vacancies to be filled.

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

Revitalized Bylaws of Sandy Creek Airpark Owners Association, Inc.

ARTICLE VI
BOARD OF DIRECTORS - MEETINGS

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 the Board. In the event the regular date for the meeting falls on a legal holiday, such meetings shall be held at the same time on the next following day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by two (2) directors, not after less than five (5) days notice to each director.

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

Section 4. Open Meetings and Records. Meetings of the Board of Directors shall be open to all Property owners and notices of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of Property owners except in an emergency. Minutes of all meetings of the members or the Board of Directors shall be kept in a book available for inspection by Property owners or their authorized representatives, and Board members at any reasonable time. Said minutes shall be retained for a period of not less than seven (7) years.

Section 5. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 6. Adjourned Meetings. If at any meeting or the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 7. Director Action.

- (a) Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing or otherwise concurring in the minutes of that meeting shall constitute the presence of such director at such meeting and it shall constitute the presence of such director for the purpose of determining a quorum.
- (b) Presumption of Consent. A director of the Association who is present at a meeting of the board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

Section. 8 Presiding Officer. The presiding officer at directors' meetings shall be the chairman of the board if such an officer has been elected; and if one, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

Revitalized Bylaws of Sandy Creek Airpark Owners Association, Inc.

Section 9. Directors' Compensation. Directors fees or other compensation, if any shall be determined by a majority of the members' voting interests.

ARTICLE VII
BOARD OF DIRECTORS - POWERS AND DUTIES

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

- (a) Adopt and publish rules and regulations governing the use of common areas and facilities including personal conduct of members and their guests thereof; and to establish penalties for infraction of such rules and regulations;
- (b) Suspend the voting rights and rights to use the common areas of any member during any period in which such member is in default in the payment of any assessment levied by the Association as provided in the Declaration.
- (c) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these By-Laws;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, independent contractors and such other employees as they may be 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 of its acts and corporate affairs and to present a statement thereof to the members at each annual meeting or at any special meeting at which such statement is requested in writing by one-fourth (1/4) of the members entitled to vote thereat;
- (b) Supervise all officers, agents and employees of the Association and to see to it that their duties are properly performed;
- (c) As more fully provided in the Declaration to adopt a budget and fix the amount of annual, special and individual assessments;
- (d) Issue or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in certificate form to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge with issuance of these certificates;

Revitalized Bylaws of Sandy Creek Airpark Owners Association, Inc.

- (e) Procure and maintain adequate liability and hazard insurance on all 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 maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

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

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

Section 3. Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of 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 officers as the affairs and 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 the office by the Board at any time with or without Cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignations shall take effect on the date of the receipt or such notice or at any later time specified therein; unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of 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:

- (a) President. The President shall preside at all meetings of the Board of Directors and members; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments and shall cosign all checks and promissory notes.

- (b) Vice-President. The Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) Secretary. The Secretary shall record the votes and keep Minutes of the meeting and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and of members; keep appropriate current records showing the numbers of the Association together with their addresses; and perform such other duties as may be required by the Board or by law,
- (d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association as directed by the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association's books to be made by a Certified Public Accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures, a copy of which document shall be delivered to each member and a report of which shall be given at the regular annual meeting of the members.

ARTICLE IX
BOOKS AND RECORDS AND INSPECTIONS THEREOF

The books, records and papers of the Association shall be subject to inspection by any member during ordinary business hours. The Declaration, Articles of Incorporation and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE X
CORPORATE SEAL

The Association shall have a corporate seal in circular form having within its circumference the words, SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC., and in the center thereof, "Florida-1984".

ARTICLE XI
FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31 of the year of incorporation.

ARTICLE XII
AMENDMENTS

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

Revitalized Bylaws of Sandy Creek Airpark Owners Association, Inc.

ARTICLE XIII
CONFLICTS

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

ARTICLE XIV
NOTICES

Notices shall be deemed to have been given to an owner or member of the Association upon the deposit of mail in a United States mail depository, postage prepaid and addressed to the member or owner at his Property address or such other address as on file with the corporation. The absence of an owner from his or her Living unit at the sandy Creek Air Park Development shall not defeat the effect of the notice. No notice of an address shall be effective against the corporation unless the notice is in writing.

ARTICLE XV

Effective Date: In accordance with section 720.407, Florida Statutes, these Revitalized Bylaws shall become effective upon the date of recording.

Revitalized Bylaws of Sandy Creek Airpark Owners Association, Inc.

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Exhibit "D"

SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC.

Tax Roll Parcel ID Numbers, Names of Owners and Legal Descriptions
for Each Parcel Subject to Revived Governing Documents of Sandy Creek Airpark

[PARCEL ID #, OWNER NAME]**[LEGAL DESCRIPTION]**

03946-205-000 SANDY CREEK AIRPARK HOLDINGS, LLC

Lots 1, 48, 52, 53, 57, 59, 60, 61, 72, 77, 88, 89 and 99, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, Page 88, of the Public Records of Bay County, Florida.

03946-210-000 SNADECKI, ERIC A.

Lot 2 of SANDY CREEK AIR PARK, according to the Plat thereof as recorded in Plat Book 14, Page(s) 11-12, of the Public Records of Bay County, Florida.

03946-215-000 LYNCH, DAVID

Lot 3, Sandy Creek Air Park, according to the Plat thereof as recorded in Plat Book 14, Pages 11 and 12, of the Public Records of Bay County, Florida.

03946-220-000 PATLA, JASON E.

LOT 4, ACCORDING TO THE PLAT OF SANDY CREEK AIR PARK, AS RECORDED IN PLAT BOOK 14, PAGE 11, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA.

03946-225-000 CROSS, JERRY D.

Lot 5, Sandy Creek Air Park, according to the map or plat thereof, as recorded in Plat Book 14, Page(s) 11, of the Public Records of Bay County, Florida.

03946-230-000 HOLBROOK, CHRISTOPHER DALE

Lot 6, Sandy Creek Air Park, according to plat on file in Plat Book 14, pages 11 and 12 in the Office of the Clerk of Circuit Court of Bay County, Florida.

03946-235-000 FOURNIER, LOUIS WOLFRED JR & MELANIE D.

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Lot 7, SANDY CREEK AIR PARK, according to the Plat thereof, recorded in Plat Book 14, Pages 11 and 12, of the Public Records of Bay County, Florida.

03946-240-000 GOINES, COURTNEE

Lot 8 of Sandy Creek Air Park, according to the Plat thereof as recorded in Plat Book 14, Page(s) 11-12, of the Public Records of Bay County, Florida.

03946-245-000 CLARK, JAMES DANIEL

Lot 9 of SANDY CREEK AIR PARK, according to the Plat thereof as recorded in Plat Book 14, Page(s) 11-12, of the Public Records of Bay County, Florida.

03946-250-000 SHAW, TIMOTHY G.

**LOT 10 OF SANDY CREEK AIR PARK, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 14, PAGE 11, OF THE PUBLIC RECORDS OF BAY
COUNTY FLORIDA.**

03946-255-000 SANDY CREEK AIR PARK HOLDINGS

Lot 11 of SANDY CREEK AIR PARK, according to the Plat thereof as recorded in Plat Book 14, Page(s) 11, of the Public Records of Bay County, Florida.

03946-260-000 RENTZ, RUSSELL C. & LAURA K.

Lot 12 of SANDY CREEK AIRPARK, according to the Plat thereof as recorded in Plat Book 14, Page(s) 11-12, of the Public Records of Bay County, Florida.

03946-265-000 NEEDHAM, CORY B. & APRIL C.

**Lot 13, Sandy Creek AirPark, according to the map or plat thereof, as recorded in Plat Book 14, Page(s) 11-12, of the Public Records of Bay County, Florida.
Parcel Identification Number: 03946-265-000**

03946-270-000 BREWER, DAVID R. & JOSEPHINE L.

Lot 14 of SANDY CREEK AIRPARK, according to the plat thereof as recorded in Plat Book 14, Page(s) 11 and 12, of the Public Records of Bay County, Florida.

03946-275-000 MAC DONALD, TODD A. & WANDA L.

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Lot # 15, Sandy Creek Air Park, according to plat on file in Plat Book 14, pages 11 & 12, in the office of the Clerk of the Circuit Court of Bay County, Florida- Subject to: covenants, restrictions, and easements of record.

03946-280-000 MAC DONALD, TODD A. & WANDA L.

PARCEL ONE: Lot 16, according to the plat of Sandy Creek Airpark, as recorded in Plat Book 14, Pages 11 and 12, in the Office of the Clerk of the Circuit Court of Bay County, Florida.

03946-285-000 MAC DONALD, TIM

PARCEL TWO: Lot 17, according to the plat of Sandy Creek Airpark, as recorded in Plat Book 14, Pages 11 and 12, in the Office of the Clerk of the Circuit Court of Bay County, Florida.
LESS AND EXCEPT THEREFROM THE EAST 30.00 FEET THEREOF. DA MM

03946-290-000 MC LAREN, PAUL E. & SANDRA L.

Lot 18 and the East 30 feet of Lot 17, Sandy Creek Air Park, a Subdivision, according to the Plat thereof as recorded in Plat Book 14, page(s) 11 and 12, of the Public Records of Bay County, Florida.

03946-295-000 CARPENTER, FRANK & LINDA MARIE, TRUSTEES

Lot 19 of SANDY CREEK AIR PARK, according to the Plat thereof as recorded in Plat Book 14, Page(s) 11 & 12, of the Public Records of Bay County, Florida.

03946-300-000 SANDY CREEK AIRPARK HOLDINGS

LOTS 1, 20, 26A AND 48, ACCORDING TO THE PLAT OF SANDY CREEK AIRPARK, AS RECORDED IN PLAT BOOK 14, PAGES 11 AND 12, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA.

03946-305-000 TURNER, RICHARD D.

Lot 21, according to the plat of Sandy Creek Airpark, as recorded in Plat Book 14, Pages 11 and 12, in the Office of the Clerk of the Circuit Court of Bay County, Florida.
LESS AND EXCEPT THE FOLLOWING:
Commence at the Southwest Corner of said Lot 22; thence N00°29'17"W, along the West line of said Lot 22 for 146.3 feet to the Point of Beginning; thence S00°29'17"E, along the West line for 146.3 feet to the North right of way of air way; thence N99°53'57"W, along said North right of way line for 13.4 feet, more or less, to the water's edge of a pond; thence Northerly along said water's edge for 141 feet, more or less, to a point which bears S91°48'53"W from the point of beginning; thence N91°48'53"E for 28.6 feet to the Point of Beginning.

03946-310-000 TURNER, RICHARD D. & KATHRYN J.

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Lot 22, Sandy Creek Air Park, according to plat on file in Plat Book 14, Pages 11 and 12 in the Office of the Clerk of Circuit Court of Bay County, Florida. ALSO a portion of Lot 21, said Sandy Creek Air Park, being more particularly described as follows:

03946-315-000 ALRED, STEVEN

Lot 23, Sandy Creek Air Park, according to the Plat thereof as recorded in Plat Book 14, page(s) 11 and 12, of the Public Records of Bay County, Florida.

03946-320-000 MC INNIS, SEAN

Lot 24, of SANDY CREEK AIR PARK, according to the Plat thereof, as recorded in Plat Book 14, at Page 11, of the Public Records of Bay County, Florida

03946-325-000 JONES, EUGENE E. & BARBARA L., TRUSTEES

Lot 25, Sandy Creek Air Park, according to plat on file in Plat Book 14, Pages 11 and 12 in the Office of the Clerk of Circuit Court of Bay County, Florida.

03946-330-000 MAGAZINE, JOEL R.

Lot 26, according to the Plat of SANDY CREEK AIR PARK, as recorded in Plat Book 14 at Pages 11 and 12, of the Public Records of Bay County, Florida.

03946-335-000 SANDY CREEK AIRPARK HOLDINGS

LOTS 1, 20, 26A AND 48, ACCORDING TO THE PLAT OF SANDY CREEK AIRPARK, AS RECORDED IN PLAT BOOK 14, PAGES 11 AND 12, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA.

03946-340-000 AIR 1ST AVIATION COMPANIES, INC.

Lot 27, according to the plat of SANDY CREEK AIR PARK, as recorded in Plat Book 14, Pages 11 & 12, in the office of the Clerk of the Circuit Court of Bay County, Florida.

03946-345-000 PCB HOLDINGS, LLC

Lot 28, SANDY CREEK AIR PARK, according to the Plat thereof as recorded in Plat Book 14, Page(s) 11 and 12, of the Public Records of Bay County, Florida.

03946-350-000 DORSTEN, MARK C. & SEGUNDA E.

Lot 29, Sandy Creek Air Park, according to the map or plat thereof, as recorded in Plat Book 14, Page(s) 11 through 12, of the Public Records of Bay County, Florida.

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03946-355-000 BERGL, CAROL

Lot 30, Sandy Creek Air Park, according to plat on file in Plat Book 14, Pages 11 and 12 in the Office of the Clerk of Circuit Court of Bay County, Florida.

03946-360-000 HUNDRIESER, RAYMOND & LORRAINE

Lot 31, according to the plat of Sandy Creek Air Park, as recorded in Plat Book 14, Pages 11 and 12, in the Office of the Clerk of the Circuit Court of Bay County, Florida.

03946-365-000 DUBIN REAL PROPERTY PARTNERSHIP

Lot 32 of Sandy Creek Air Park, according to Plat Book 14, Pages 1 & 12, Public Records of Bay County, Florida.

03946-370-000 WITZEL, JOANNE

Commence at a concrete monument No. 3961 marking the Southeast corner of Section 30, Township 4 South, Range 12 West, Bay County, Florida; thence N 89°26'18"E for 21.86 feet to a point on a Southerly extension of the East line of Sandy Creek Airpark, as per plat thereof in Plat Book 14, Pages 11 and 12, of the Public Records of Bay County, Florida; thence N 00°33'42"W along said East line for 114.59 feet to a concrete monument No. 2019 (depicting the Southeast corner of said Section 30, as shown on the Plat of said Sandy Creek Airpark); thence continue N 00°33'42"W for 656.94 feet to a concrete monument No. 3642 at the Southeast corner of Lot 26-A, said Sandy Creek Airpark; thence N 86°38'32"W, for 1080 feet to the Point of Beginning; thence from the Point of Beginning continue N 86°38'32"W, 150 feet; thence N 00°34'08"W, 227.33 feet; thence S 86°54'18"E, 150 feet; thence S 00°34'08"E, 228.04 feet to the Point of Beginning, and being located in Section 30, Township 4 South, Range 12 West, Bay County, Florida, also known as Lot 33, Sandy Creek Airpark, unrecorded plat.

03946-375-000 LAND'S PALM TREES, INC.

Lot 34 of Sandy Creek Air Park, Unrecorded Plat More Particularly Described as Follows:

Commence at a concrete monument No. 3961 marking the Southeast corner of Section 30, Township 4 South, Range 12 West, Bay County, Florida; thence North 89°26'18" East for 21.86 feet to a point on the Southerly extension of the East line of Sandy Creek Air Park, as per plat recorded in Plat Book 14, Pages 11 and 12 of the Public Records of Bay County, Florida; thence North 00°33'42" West along said East line for 114.59 feet to a concrete monument No. 2019 (depicting the Southeast corner of said Section 30, as shown on the plat of said Sandy Creek Air Park); thence continue North 00°33'42" West for 656.94 feet to a concrete monument No. 3642 at the Southeast corner of Lot 26-A, said Sandy Creek Air Park; thence North 86°38'32" West 1290 feet to the Point of Beginning; thence from the Point of Beginning continue North 86°38'32" West 150 feet; thence North 00°34'08" West 226.35 feet; thence South 86°54'18" East 150 feet, thence South 00°34'08" East 227.05 feet to the Point of Beginning, and being located in Section 30, Township 4 South, Range 12 West, Bay County, Florida.

The Property Appraiser's Parcel Identification Number is 03946-375-000.

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Legal Description of Parcels subject to the Revitalized Declaration of Covenants, Conditions and Restrictions for Sandy Creek Airpark

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03946-380-000 PCB HOLDINGS LLC

Lot 35, SANDY CREEK AIR PARK, according to the plat thereof, as recorded in Plat Book 14, Page 11, in the Office of the Clerk of the Circuit Court of Bay County, Florida.

03946-385-000 MAUGERI, ANDREA R

Lot 36 of SANDY CREEK AIR PARK, according to the Plat thereof as recorded in Plat Book 14, Page(s) 11, of the Public Records of Bay County, Florida.

03946-390-000 MC CLURE, DOUG

Lot 37 of Sandy Creek Air Park, according to the Plat thereof as recorded in Plat Book 14, Page 11, of the Public Records of Bay County, Florida.

03946-395-000 EAGLE'S LANDING AIR PARK LLC

Lot 38 of SANDY CREEK AIRPARK, according to the Plat thereof, as recorded in Plat Book 14, at Pages 1 and 12, of the Public Records of Bay County, Florida.

03946-400-000 MORENO, ERIN

Commence at a concrete monument No. 3961 marking the Southeast corner of Section 30, Township 4 South, Range 12 West, Bay County, Florida; thence N 89°26'18" E for 21.86 feet to a point on the Southerly extension of the East line of Sandy Creek Air Park, as per plat recorded in Plat Book 14, Page 11, of the Public Records of Bay County, Florida; thence N 00°33'42" W along said East line for 114.59 feet to a concrete monument No. 2019 (depicting the Southeast corner of said Section 30, as shown on the Plat of said Sandy Creek Air Park); thence continue N 00°33'42" W for 656.94 feet to a concrete monument No. 3642 at the Southeast corner of Lot 26-A, said Sandy Creek Air Park; thence continue N 00°33'42" W along said East line for 233.04 feet to the Northeast corner of Lot 26-A, said Sandy Creek Air Park; thence N 86°53'37" W for 2036.00 feet to the Point of Beginning; thence S 00°34'51" E for 223.56 feet; thence N 86°38'32" W for 148.00 feet; thence N 00°34'51" W for 222.86 feet to the South R/W of Whitney Farm Road; thence S 86°53'37" E along said R/W 148.00 feet to the Point of Beginning. Also known as Lot 39, Sandy Creek Air Park, an unrecorded plat.

03946-405-000 SMITH, CLAYTO M. ETAL

COMMENCE AT A CONCRETE MONUMENT No. 3961 MARKING THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA; THENCE N.89°26'18"E. FOR 21.86 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SANDY CREEK AIR PARK, AS PER PLAT RECORDED IN PLAT BOOK 14, PAGES 11 AND 12 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE N.00°33'42"W. ALONG SAID EAST LINE FOR 114.59 FEET TO A CONCRETE MONUMENT No. 2019 (DEPICTING THE SOUTHEAST CORNER OF SAID SECTION 30, AS SHOWN ON THE PLAT OF SAID SANDY CREEK AIR PARK); THENCE CONTINUE N.00°33'42"W. FOR 656.94 FEET TO A CONCRETE MONUMENT No. 3642 AT THE SOUTHEAST CORNER OF LOT 26-A, SAID SANDY CREEK AIR PARK; THENCE N.86°53'37"W. 2036 FEET TO THE POINT OF BEGINNING; THENCE S.00°34'51"E. 223.56 FEET; THENCE N.86°38'32"W. 148 FEET TO THE POINT OF BEGINNING; THENCE N.00°34'51"W. 222.86 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF AIRPARK BOULEVARD F/K/A WHITLEY FARM ROAD; THENCE S.86°54'18"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE OF AIRPARK BOULEVARD 148 FEET; THENCE S.00°34'51"E. 222.86 FEET TO THE POINT OF BEGINNING, AND BEING LOCATED IN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA. ALSO KNOWN AS LOT 40, SANDY CREEK AIRPARK, INC., UNRECORDED PLAT.

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Legal Description of Parcels subject to the Revitalized Declaration of Covenants, Conditions and Restrictions for Sandy Creek Airpark

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03946-410-000 DEUTSCHER, ALLEN & MARIJKE

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA; THENCE RUN N00°34'08"W, 656.94 FEET ALONG THE EAST LINE OF SECTION 30 TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST; THENCE LEAVING SAID EAST LINE OF SECTION 30 AND RUN N86°38'32"W ALONG THE 1/8 SECTION LINE 2332 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING CONTINUE N86°38'32"W, ALONG SAID 1/8 SECTION LINE 148 FEET; THENCE LEAVING SAID 1/8 SECTION LINE AND RUN N00°34'08"W, 221.57 FEET; THENCE S86°54'18"E, 148 FEET; THENCE S00°34'08"E, 222.15 FEET TO THE POINT OF BEGINNING, AND BEING LOCATED IN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, ALSO BEING KNOWN AS LOT 40-A SANDY CREEK AIR PARK.

03946-415-000 CARPENTER, MAURICE F & LINDA M

SANDY CREEK AIRPARK Lot 41, ORB 1971 P991 ORB 2029 P1881, Bay County, Florida.

03946-420-000 WALKER, CHRISTOPHER

LOT 42, Sandy Creek Airpark, as per plat 14, pages 11 and 12 of public records on file with the Clerk of the Circuit Court, Bay County, Florida.

03946-425-000 RSSI BARRIERS, LLC

Commence at the Southeast corner of Section 30, Township 4 South, Range 12 West, Bay County, Florida; thence run N00°34'08"W, 656.94 feet along the East line of Section 30 to the Northeast corner of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 30, Township 4 South, Range 12 West; thence leaving said East line of Section 30 and run N86°38'32"W along the one-eighth section 2990 feet to the Point of Beginning; thence leaving said one-eighth section line and run N00°34'08"W, 219.12 feet; thence S86°54'18"E, 150.0 feet; thence S00°34'08"W, 219.81 feet; thence N86°38'32"W, 150.0 feet to the Point of Beginning, and being located in Section 30, Township 4 South, Range 12 West, Bay County, Florida. A/K/A Lot 43, Sandy Creek Air Park.

03946-433-000 DUBIN REAL PRPERTY PARTNERSHIP

Commence at the Southeast Corner of Section 30, Township 4 South, Range 12 West, Bay County, Florida; thence run N00°34'08"W, 656.94 feet along the East line of Section 30 to the Northeast Corner of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 30, Township 4 South, Range 12 West; thence leaving said East line of Section 30 and run N86°38'32"W along the 1/8 section line 2990 feet to the Point of Beginning; thence from the Point of Beginning, continue along said 1/8 section line N86°38'32"W, 150.0 feet; thence leaving said 1/8 section line and run N00°34'08"W, 218.44 feet; thence S86°54'18"E, 150.0 feet; thence S00°34'08"E, 219.12 feet to the Point of Beginning, being located in Section 30, Township 4 South, Range 12 West, Bay County, Florida, a/k/a Lot 44 of Sandy Creek Airpark, unrecorded plat.

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03946-435-000 PCB HOLDINGS LLC

Commence at the Southeast Corner of Section 30, Township 4 South, Range 12 West, Bay County, Florida; thence run N00°34'08"W, 656.94 feet along the East line of Section 30 to the Northeast corner of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 30, Township 4 South, Range 12 West; thence leaving said East line of Section 30 and run N86°38'32"W along the 1/8 section line 3140 feet to the Point of Beginning; thence from the Point of Beginning, continue along said 1/8 section line N86°38'32"W, 150.0 feet; thence leaving said 1/8 section line and run N00°34'08"E, 217.76 feet; thence S86°54'18"E, 150.0 feet; thence S00°34'08"E, 218.44 feet to the Point of Beginning, and being located in Section 30, Township 4 South, Range 12 West, Bay County, Florida. A/K/A LOT 45, SANDY CREEK AIR PARK

03946-440-000 SANDY CREEK AIRPARK HOLDINGS, LLC

PARCEL 3:**LOT 46 OF SANDY CREEK AIR PARK FURTHER DESCRIBED AS FOLLOWS:**

COMMENCE AT A CONCRETE MONUMENT NO. 3961 MARKING THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA; THENCE N89°26'18"E FOR 21.86 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SANDY CREEK AIR PARK, AS PER PLAT RECORDED IN PLAT BOOK 14, PAGES 11 AND 12 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE N00°33'42"W ALONG SAID EAST LINE FOR 114.59 FEET TO A CONCRETE MONUMENT NO. 2019 (DEPICTING THE SOUTHEAST CORNER OF SAID SECTION 30, AS SHOWN ON THE PLAT OF SAID SANDY CREEK AIR PARK); THENCE CONTINUE N00°33'42"W FOR 656.94 FEET TO A CONCRETE MONUMENT NO. 3642 AT THE SOUTHEAST CORNER OF LOT 26-A, SAID SANDY CREEK AIR PARK; THENCE N86°38'32"W, 3290 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING CONTINUE N86°38'32"W, 150 FEET; THENCE N00°34'08"W, 217.07 FEET; THENCE S86°54'18"E 150 FEET; THENCE S00°34'08"E, 217.76 FEET TO THE POINT OF BEGINNING, AND BEING LOCATED IN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA; ALSO KNOWN AS AND BEING LOT 46, SANDY CREEK AIRPARK, AS RECORDED IN PLAT BOOK 14, PAGE 11, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA AS AMENDED BY FINAL JUDGMENT RECORDED IN OFFICIAL RECORDS BOOK 1328, PAGE 144.

03946-445-000 POSTON, JULIUS & JOEL COWAN, JR.

LOT 47, SANDY CREEK AIRPARK, PHASE I BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT NO. 3961 MARKING THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA; THENCE N89°26'18"E FOR 21.86 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF SANDY CREEK AIR PARK, AS PER PLAT RECORDED IN PLAT BOOK 14, PAGES 11 AND 12 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE N00°33'42"W ALONG SAID EAST LINE FOR 114.59 FEET TO A CONCRETE MONUMENT NO. 2019 (DEPICTING THE SOUTHEAST CORNER OF SAID SECTION 30, AS SHOWN ON THE PLAT OF SAID SANDY CREEK AIR PARK); THENCE CONTINUE N00°33'42"W FOR 656.94 FEET TO A CONCRETE MONUMENT NO. 3642 AT THE SOUTHEAST CORNER OF LOT 26-A, SAID SANDY CREEK AIR PARK; THENCE N86°38'32"W, 3440 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING CONTINUE N86°38'32"W, 150 FEET; THENCE N00°34'08"W, 216.38 FEET; THENCE S86°54'18"E, 150 FEET; THENCE S00°34'08"E, 217.07 FEET TO THE POINT OF BEGINNING, AND BEING LOCATED IN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY FLORIDA. SAID DESCRIPTION BEING THE REFORMED DESCRIPTION SET FORTH IN FINAL JUDGEMENT RECORDED IN OFFICIAL RECORDS BOOK 1328, PAGE 144.

03946-450-000 SANDY CREEK AIRPARK HOLDINGS,

Lots 1, 48, 52, 53, 57, 59, 60, 61, 72, 77, 88, 89 and 99, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, Page 88, of the Public Records of Bay County, Florida.

03946-452-000 SANDY CREEK AIRPARK HOLDINGS

Lots 51, 54, 55, 56, 62, 63, 65, 66, 71, 82, 85, 86, 97 and 98, of Sandy Creek Airpark Phase II, according to the Plat thereof, as recorded in Plat Book 15, at Page(s) 88, of the Public Records of Bay County, Florida

03946-453-000 SANDY CREEK AIRPARK HOLDINGS,

Lots 1, 48, 52, 53, 57, 59, 60, 61, 72, 77, 88, 89 and 99, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, Page 88, of the Public Records of Bay County, Florida.

03946-454-000 SANDY CREEK AIRPARK HOLDINGS,

Lots 1, 48, 52, 53, 57, 59, 60, 61, 72, 77, 88, 89 and 99, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, Page 88, of the Public Records of Bay County, Florida.

03946-455-000 SANDY CREEK AIRPARK HOLDINGS

Lots 51, 54, 55, 56, 62, 63, 65, 66, 71, 82, 85, 86, 97 and 98, of Sandy Creek Airpark Phase II, according to the Plat thereof, as recorded in Plat Book 15, at Page(s) 88, of the Public Records of Bay County, Florida

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03946-456-000 SANDY CREEK AIRPARK HOLDINGS

Lots 51, 54, 55, 56, 62, 63, 65, 66, 71, 82, 85, 86, 97 and 98, of Sandy Creek Airpark Phase II, according to the Plat thereof, as recorded in Plat Book 15, at Page(s) 88, of the Public Records of Bay County, Florida

03946-457-000 SANDY CREEK AIRPARK HOLDINGS

Lots 51, 54, 55, 56, 62, 63, 65, 66, 71, 82, 85, 86, 97 and 98, of Sandy Creek Airpark Phase II, according to the Plat thereof, as recorded in Plat Book 15, at Page(s) 88, of the Public Records of Bay County, Florida

03946-458-000 SANDY CREEK AIRPARK HOLDINGS,

Lots 1, 48, 52, 53, 57, 59, 60, 61, 72, 77, 88, 89 and 99, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, Page 88, of the Public Records of Bay County, Florida.

03946-459-000 WATTS, LEONARD D ETAL TRUSTEES

Lot 58 of SANDY CREEK AIR PARK PHASE II, according to the Plat thereof as recorded in Plat Book 15, Page(s) 88, of the Public Records of Bay County, Florida.

03946-460-000 SANDY CREEK AIRPARK HOLDINGS,

Lots 1, 48, 52, 53, 57, 59, 60, 61, 72, 77, 88, 89 and 99, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, Page 88, of the Public Records of Bay County, Florida.

03946-461-000 SANDY CREEK AIRPARK HOLDINGS,

Lots 1, 48, 52, 53, 57, 59, 60, 61, 72, 77, 88, 89 and 99, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, Page 88, of the Public Records of Bay County, Florida.

03946-462-000 SANDY CREEK AIRPARK HOLDINGS,

Lots 1, 48, 52, 53, 57, 59, 60, 61, 72, 77, 88, 89 and 99, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, Page 88, of the Public Records of Bay County, Florida.

03946-463-000 SANDY CREEK AIRPARK HOLDINGS

Lots 51, 54, 55, 56, 62, 63, 65, 66, 71, 82, 85, 86, 97 and 98, of Sandy Creek Airpark Phase II, according to the Plat thereof, as recorded in Plat Book 15, at Page(s) 88, of the Public Records of Bay County, Florida

03946-464-000 YARBROUGH, PAUL

Lot 63, Sandy Creek Air Park Phase II, according to the Plat thereof as recorded in Plat Book 15, page(s) 88, of the Public Records of Bay County, Florida.

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03946-465-000 PCB HOLDINGS LLC

Lot 64 of SANDY CREEK AIR PARK PHASE II, according to the Plat thereof as recorded in Plat Book 15, Page(s) 88, of the Public Records of BAY County, Florida.

03946-466-000 SANDY CREEK AIRPARK HOLDINGS

Lots 51, 54, 55, 56, 62, 63, 65, 66, 71, 82, 85, 86, 97 and 98, of Sandy Creek Airpark Phase II, according to the Plat thereof, as recorded in Plat Book 15, at Page(s) 88, of the Public Records of Bay County, Florida

03946-467-000 SANDY CREEK AIRPARK HOLDINGS

Lots 51, 54, 55, 56, 62, 63, 65, 66, 71, 82, 85, 86, 97 and 98, of Sandy Creek Airpark Phase II, according to the Plat thereof, as recorded in Plat Book 15, at Page(s) 88, of the Public Records of Bay County, Florida

03946-468-000 MAC DONALD, DOUGLAS A

LOT NO. 67 OF SANDY CREEK AIRPARK (PHASE II), ACCORDING TO THE PLAT RECORDED AT OFFICIAL RECORDS BOOK 15, PAGE 88 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

03946-469-000 BLAKE, JON W

Lot 68, according to the plat of Sandy Creek Air Park Phase II, as recorded in Plat Book 15, Page(s) 88, in the Office of the Clerk of the Circuit Court of Bay County, Florida.

03946-470-000 ALLANTON LANDING LLC

Lots 69 and 70, Sandy Creek Air Park Phase II, according to the plat thereof, recorded in Plat Book 15, Page 88, of the Public Records of Bay County, Florida.

03946-471-000 ALLANTON LANDING LLC

Lots 69 and 70, Sandy Creek Air Park Phase II, according to the plat thereof, recorded in Plat Book 15, Page 88, of the Public Records of Bay County, Florida.

03946-472-000 SANDY CREEK AIRPARK HOLDINGS

LOTS 51, 52, 53, 54, 55, 56, 57, 59, 60, 61, 71, 72, 77, 78, 79, 80, 81, 82, 85, 86, 87, 88, 97, 98 AND 99, ACCORDING TO THE PLAT OF SANDY CREEK AIRPARK PHASE II, AS RECORDED IN PLAT BOOK 15, PAGE 88, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA.

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03946-473-000 SANDY CREEK AIRPARK HOLDINGS, LLC

LOT 76, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, page 88, of the Public Records of Bay County, Florida.

03946-474-000 SANDY CREEK AIRPARK HOLDINGS, LLC

LOT 77, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, page 88, of the Public Records of Bay County, Florida.

03946-475-000 SANDY CREEK AIRPARK HOLDINGS, LLC

LOT 78, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, page 88, of the Public Records of Bay County, Florida.

03946-476-000 SANDY CREEK AIRPARK HOLDINGS, LLC

LOT 79, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, page 88, of the Public Records of Bay County, Florida.

03946-477-000 SANDY CREEK AIRPARK HOLDINGS, LLC

LOT 80, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, page 88, of the Public Records of Bay County, Florida.

03946-478-000 WICKHAM, THERESA & HAROLD

Lots 81 and 82 of SANDY CREEK AIR PARK PHASE II, according to the Plat thereof as recorded in Plat Book 15, Page 88, of the Public Records of Bay County, Florida.

03946-479-000 WICKHAM, THERESA & HAROLD

Lots 81 and 82 of SANDY CREEK AIR PARK PHASE II, according to the Plat thereof as recorded in Plat Book 15, Page 88, of the Public Records of Bay County, Florida.

03946-480-000 CAVAZOS, RAYMOND J

Lot 83, Sandy Creek Airpark Phase II, according to plat thereof as recorded in Plat Book 1568, Pages 1166 Public Records of Bay County, Florida.

03946-481-000 PENROD, ALAN EDWARD

Bay, State of Florida

LOT 84 OF SANDY CREEK AIRPARK PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE(S) 88, OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

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03946-482-000 SANDY CREEK AIRPARK HOLDINGS

LOT 85, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, page 88, of the Public Records of Bay County, Florida.

03946-483-000 SANDY CREEK AIRPARK HOLDINGS

LOT 86, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, page 88, of the Public Records of Bay County, Florida.

03946-484-000 COZZOLINO, PETER ALFRED LTD

Lot 87 of SANDY CREEK AIR PARK PHASE II, according to the Plat thereof as recorded in Plat Book 15, Page(s) 88, of the Public Records of Bay County, Florida.

03946-485-000 SANDY CREEK AIRPARK HOLDINGS,

LOT 88, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, page 88, of the Public Records of Bay County, Florida.

03946-486-000 SANDY CREEK AIRPARK HOLDINGS,

LOT 89, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, page 88, of the Public Records of Bay County, Florida.

03946-487-000 AIR 1ST AVIATION COMPANIES,INC

Lot 90 of SANDY CREEK AIRPARK PHASE II, according to the Plat thereof as recorded in Plat Book 15, Page(s) 88, of the Public Records of Bay County, Florida.

03946-488-000 RISINGER, HEATHER M & WAYNE A

Lot 91, according to the plat of Sandy Creek Airpark, Phase II, as recorded in Plat Book 15, Page 88, in the Office of the Clerk of Circuit Court of Bay County, Florida.

03946-489-000 RISINGER, WAYNE ALAN & HEATHER

Lot 92, SANDY CREEK AIR PARK PHASE II, a Subdivision, according to the Plat thereof as recorded in Plat Book 15, Page(s) 88, of the Public Records of Bay County, Florida.

03946-490-000 DICKERSON, SCOTT D & COURTNEY

Lot 93, according to the plat of Sandy Creek Airpark Phase II, as recorded in Plat Book 15, Page 88, in the Office of the Clerk of the Circuit Court of Bay County, Florida.

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03946-491-000 DICKERSON, SCOTT & COURTNEY

Lot 94, Sandy Creek Air Park Phase II, according to the Plat thereof as recorded in Plat Book 15, page(s) 88, of the Public Records of Bay County, Florida.

03946-492-000 CRUSON, KEVIN D & MICHELLE E

Lot No. 95 of SANDY CREEK AIRPARK PHASE II, according to the plat thereof as recorded in Plat Book 15, Page(s) 88, of the Public Records of Bay County, Florida.

03946-493-000 CRUSON, KEVIN & MICHELLE

Lot 96 of SANDY CREEK AIR PARK PHASE III, according to the Plat thereof as recorded in Plat Book 15, Page(s) 88, of the Public Records of Bay County, Florida.

03946-494-000 SANDY CREEK AIRPARK HOLDINGS

LOT 97, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, page 88, of the Public Records of Bay County, Florida.

03946-495-000 LAZAR, MATTHEW A & LINDA K

Lot 98, of SANDY CREEK AIR PARK PHASE II, according to the Plat thereof, as recorded in Plat Book 15, at Page(s) 88, of the Public Records of Bay County, Florida.

03946-496-000 SANDY CREEK AIRPARK HOLDINGS,

LOT 99, Sandy Creek Airpark Phase II, according to the Plat thereof as recorded in Plat Book 15, page 88, of the Public Records of Bay County, Florida.

03946-497-000 MAC DONALD, TODD A. & WANDA L.

Lot 100, of SANDY CREEK AIR PARK PHASE II, according to the Plat thereof, as recorded in Plat Book 15, at Page(s) 88, of the Public Records of Bay County, Florida

03946-498-000 SANDY CREEK AIR PARK OWNERS ASSOCIATION

THE "COMMON AREA LYING EAST OF PARKWAY" AS PER PLAT OF SANDY CREEK AIRPARK PHASE II, AS RECORDED IN PLAT BOOK 15, PAGE 88 OF THE PUBLIC RECORDS ON FILE WITH THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA.

03946-499-000 SANDY CREEK AIR PARK OWNERS ASSOCIATION

File # 2021042830 BK: 4416 PG: 859, Pages: 68 of 71

THE "COMMON AREA LYING WEST OF PARKWAY" AS PER PLAT OF SANDY CREEK AIRPARK PHASE II, AS RECORDED IN PLAT BOOK 15, PAGE 88 OF THE PUBLIC RECORDS ON FILE WITH THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA.

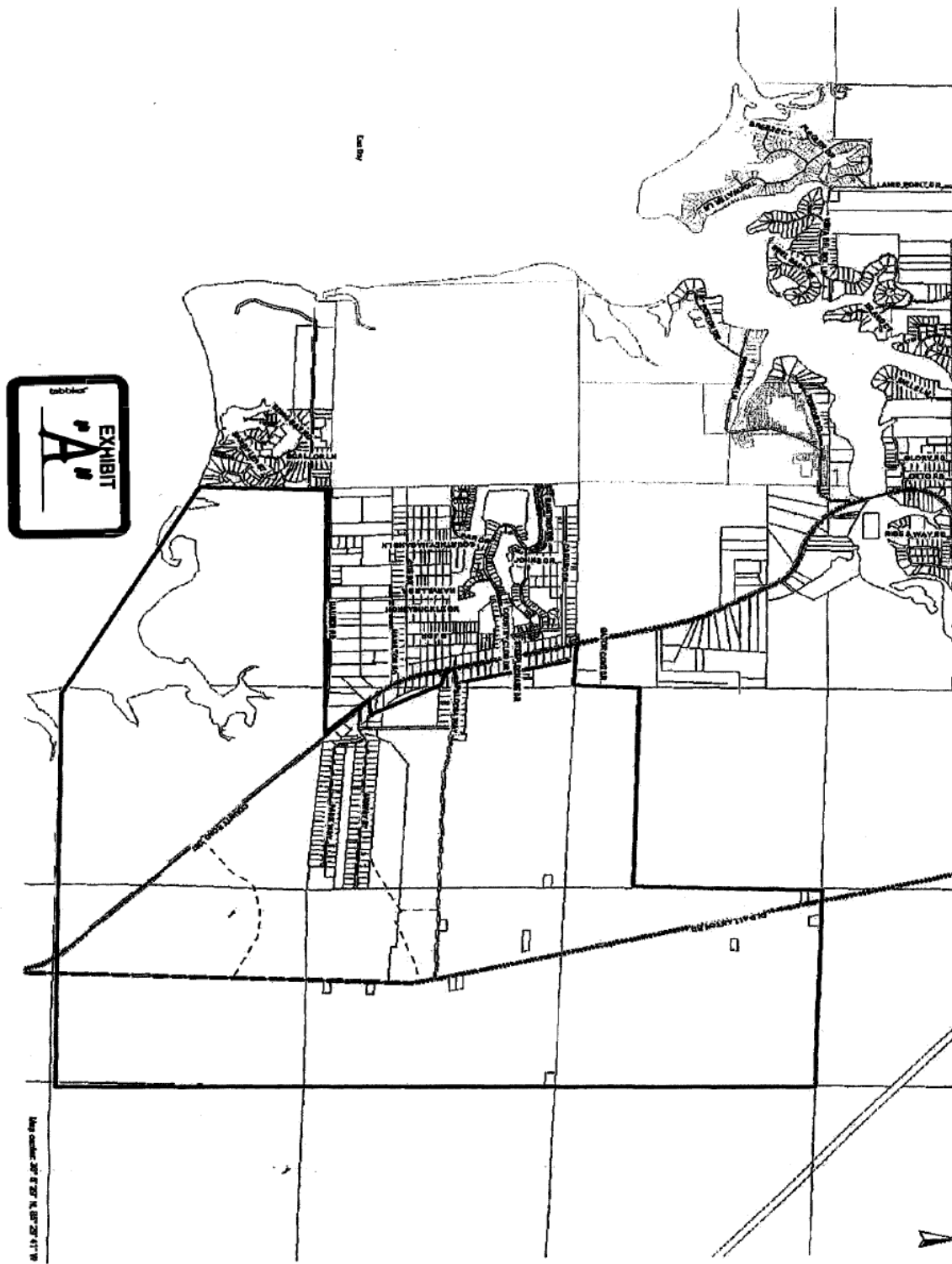


Exhibit "E"

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

May 21, 2021

Julia L. Steiner, Esq.
Burg Law Firm, P.A.
14101 Panama City Beach Pkwy, Suite 160
Panama City Beach, Florida 32413-2878

**Re: Sandy Creek Airpark Owners Association, Inc.; Approval;
Determination Number: 21070**

Dear Ms. Steiner:

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

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

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

Sincerely,

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

JDS/bp/rm

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

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Julia L. Steiner, Esq.
May 21, 2021
Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

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

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

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

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

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

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

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