

CERTIFICATE OF REVIVAL OF THE
REVITALIZED GOVERNING DOCUMENTS
FOR
CAPE PLANTATION HOMEOWNERS' ASSOCIATION, INC.

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

- Exhibit "A" Revitalized Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cape Plantation
- Exhibit "B" Current Articles of Incorporation for Cape Plantation Homeowners' Association, Inc.
- Exhibit "C" Graphic Depiction and Legal Description of each parcel to be governed by the revitalized governing documents
- Exhibit "D" Department of Economic Opportunity Approval Letter dated July 22, 2022

Pursuant to Florida Statutes 720.407(2), the Cape Plantation Homeowners' Association, Inc., a Florida corporation not-for-profit, hereby executes the Revitalized Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cape Plantation, on the date set forth in the notary acknowledgement below.

<< SIGNATURE PAGES TO FOLLOW >>

Signed, sealed and delivered
in the presence of:

CAPE PLANTATION HOMEOWNERS'
ASSOCIATION, INC.
a Florida corporation not-for-profit

Heavenly Bailey
Signature of Witness #1 as to President

Printed Name: Heavenly Bailey

Valerie B. Kennedy
By:
Its: President

Charlotte M. Pierce
Signature of Witness #2 as to President

Printed Name: Charlotte M. Pierce

STATE OF FLORIDA

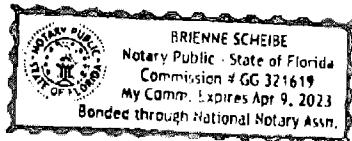
COUNTY OF Gulf

The foregoing instrument was acknowledged before me by means of physical presence or ()
online notarization this 2 day of August, 2022, by Valerie B. Kennedy as
President of the Cape Plantation Homeowners' Association, Inc.

B. S.
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally Known: OR Produced Identification: _____

Type of Identification Produced: Personally Known



Signed, sealed and delivered
in the presence of:

CAPE PLANTATION HOMEOWNERS'
ASSOCIATION, INC.
a Florida corporation not-for-profit

[Signature]
Signature of Witness #1 as to Secretary

[Signature: Leonard Costin]
By:
Its: Secretary

Printed Name: Thomas S Gibson

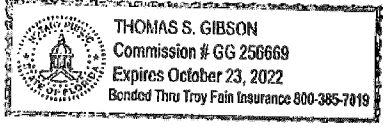
[Signature: Kristanna Jackson]
Signature of Witness #2 as to Secretary

Printed Name: Kristanna L Jackson

STATE OF FLORIDA
COUNTY OF Gulf

The foregoing instrument was acknowledged before me by means of physical presence or
online notarization this 2 day of August, 2022, by Leonard Costin as
Secretary of the Cape Plantation Homeowners' Association, Inc.

[Signature]
Signature of Notary Public
Print, Type/Stamp Name of Notary



Personally Known: OR Produced Identification:

Type of Identification
Produced: _____



**REVITALIZED AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CAPE PLANTATION**

To conserve the natural beauty of the Cape Plantation Community and to enhance and protect the value, desirability and attractiveness of such property, the following protective covenants and restrictions are hereby set forth by the Cape Plantation Homeowner's Association, Inc.

THIS AMENDED AND RESTATED DECLARATION is revitalized a revision, restatement and codification of prior restrictive covenants and certain amendments thereto, as recorded in OR Book 107, Page 1058; Book 125, Page 737; Book 148, Page 513; and Book 257, Page 1; in the official public records of Gulf County, Florida, which has been revitalized in accordance with section 720.047, Florida Statutes, and is made by the Cape Plantation Homeowner's Association, Inc., revised only as allowed pursuant to Section 720.405, *Florida Statutes*.

1. DEFINITIONS

The following words and terms, when used in this Declaration or any supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

1.1 "Association" shall mean and refer to CAPE PLANTATION HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit.

1.2 "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental declaration as provided in the provisions of Article 3 hereof.

1.3 "Common Areas" shall mean all property legally owned by the Association including, but not limited to, all Landscaping and Pedestrian Areas, entry features, bus shelters, signs to identify Cape Plantation, the main gate houses (if any) and other central security facilities and equipment, (if any), and such similar items or property which may hereafter be added by supplemental declaration regardless of whether any such items are capable of being legally described or lie within dedicated areas of the Properties; together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, off-street parking areas, sidewalks, street lights and entrance features, but excluding any public utility installations thereon.

1.4 "Cape Plantation" shall mean all property legally described in this Declaration which is intended to be made part of a common scheme of development in the manner specified hereunder.

1.5 "Landscaping and Pedestrian Areas" shall mean and refer to strips of land of varying widths abutting the roads in the Properties for portions or all of their entire length. The Association may establish a physical boundary between the Landscaping and Pedestrian Areas referred to above and such other-common areas, but in the absence of such physical boundary, the Association shall have the absolute right to determine the actual boundary and such determination shall be binding on all affected Owners within the Development. The fact that

certain of such Landscaping and Pedestrian Areas are not legally shown on an unrecorded subdivision map of the land described herein shall not affect their character as Common Areas for purposes hereof.

1.6 "Lot" shall mean and refer to any Lot (with the exception of Common Areas) subject to these covenants and restrictions and thereby made subject to this Declaration.

1.7 "Member" shall mean and refer to all those Owners who are Members of the Association as herein provided.

1.8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties.

1.9 "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in the Declaration.

2. PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.1 Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Gulf County, Florida, and is more particularly described as follows:

An unrecorded subdivision of a portion of Section 25, Township 8 South, Range II West, Gulf County, Florida and being divided into phases:

Phase I, as described in that addendum to the Declaration recorded at Book 125, Page 737, of the Gulf County Official Records (attached hereto as **Exhibit "A"**):

Commencing at the NE corner of Section 25, Township 8 South, Range II West; thence South (assumed) along the East line of said Section 25 for 32 feet to a concrete monument on the South right-of-way line of West Rutherford Road (66 feet as wide as occupied); Thence 5.89°42'30" W along said right-of-way line 399.66 feet for the POINT OF BEGINNING; thence 5.2° 26'47" W 2646.41 feet; thence N 87°33'13" W 214.66 feet; thence n 7°12'50" E 296.62 feet to a concrete monument; thence N 49°36'00" W 263.28 feet to a concrete monument; thence S 63°28'45" W 111.38 feet to a concrete monument; thence N 2216.66 feet to an iron rod on the South right-of-way line of said Rutherford Road; thence N 89°42'30" E along said right-of-way line of said road for 590.34 feet to the point of beginning. (New description).

Containing 29.669 acres, more or less.

AND

Those certain portions of Phase II, as described in the addendum to the Declaration recorded at Book 148, Page 513 of the Gulf County Official Records (attached hereto as **Exhibit "B"**):

A portion of Plantation Drive of Cape Plantation Phase II, an unrecorded subdivision, being more particularly described as follows:

Commencing at the Northeast corner of Section 25, Township 8 South, Range 11 West, Gulf County, Florida; thence South (assumed) along the East line of the Northeast quarter of said Section 25, a distance of 2647.07 feet to a railroad iron marking the East quarter corner of said Section 25; thence South 00 degrees 06 minutes 59 seconds East along the East line of the Southeast quarter of said Section 25, a distance of 2642.75 feet to a concrete monument marking the Southeast corner of said Section 25; thence South 89 degrees 48 minutes 30 seconds West, along the South line of said Section 25, a distance of 629.64 feet; thence North 02 degrees 26 minutes 47 seconds East, 2615.96 feet to the Point of Beginning; thence South 02 degrees 26 minutes 47 seconds East, 58.50 feet to a point of curvature of a curve concave to the Northwest; thence Southwesterly along the arc of said curve having a radius of 322.68 feet, a central angle of 39 degrees 28 minutes 12 seconds, an arc distance of 222.29 feet; thence tangent to said curve South 41 degrees 54 minutes 59 seconds West, 143.46 feet to a point of curvature of a curve concave to the East; thence Southwesterly and Southerly along the arc of said curve, having a radius of 300.00 feet, a central angle of 48 degrees 43 minutes 06 seconds, an arc distance of 255.09 feet; thence tangent to said curve, South 06 degrees 48 minutes 07 seconds East, 7.35 feet to a point of curvature of a curve concave to the West; thence Southerly along the arc of said curve, having a radius of 778.06 feet, a central angle of 09 degrees 14 minutes 54 seconds, an arc distance of 125.59 feet; thence tangent to said curve South 02 degrees 26 minutes 47 seconds West, 29.25 feet; thence South 45 degrees 03 minutes 05 seconds West, 295.38 feet to a point of curvature of a curve concave to the Northwest; thence Southwesterly along the arc of said curve, having a radius of 291.25 feet, a central angle of 27 degrees 50 minutes 42 seconds, an arc distance of 141.54 feet to a point of reverse curvature; thence Southwesterly and Southerly along the arc of said curve, having a radius of 67.72 feet, a central angle of 77 degrees 22 minutes 02 seconds, an arc distance of 91.45 feet; thence tangent to said curve, South 04 degrees 28 minutes 15 seconds East, 40.09 feet; thence South 86 degrees 48 minutes 12 seconds West, 50.01 feet; thence North 04 degrees 28 minutes 15 seconds West, 38.98 feet to a point of curvature of a curve concave to the Southeast; thence Northerly and Northeasterly along the arc of said curve, having a radius of 117.72 feet, a central angle of 77 degrees 22 minutes 02 seconds, an arc distance of 158.96 feet to a point of reverse curvature; thence Northeasterly along the arc of said curve, having a radius of 241.25 feet, a central angle of 27 degrees 50 minutes 42 seconds, an arc distance of 117.24 feet; thence tangent to said curve North 45 degrees 03 minutes 05 seconds East, 266.13 feet to a point of curvature of a curve concave to the Northwest; thence Northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 42 degrees 36 minutes 18 seconds, an arc distance of 18.59 feet to a point of compound curvature; thence Northerly along the arc of said curve, having a radius of 728.06 feet, a central angle of 09 degrees 14 minutes 54 seconds, an arc distance of 117.52 feet; thence tangent to said curve North 06 degrees 48 minutes 07

seconds West, 7.35 feet to a point of curvature of a curve concave to the Southeast; thence Northerly and Northeasterly along the arc of said curve, having a radius of 350.00 feet, a central angle of 48 degrees 43 minutes 06 seconds, an arc distance of 297.60 feet; thence tangent to said curve North 41 degrees 54 minutes 59 seconds East, 143.46 feet to a point of curvature of a curve concave to the Northwest; thence Northeasterly along the arc of said curve, having a radius of 272.68 feet, a central angle of 39 degrees 28 minutes 14 seconds, an arc distance of 187.85 feet; thence tangent to said curve North 02 degrees 26 minutes 47 seconds East, 58.50 feet; thence South 87 degrees 33 minutes 13 seconds East, 50.00 feet to the Point of Beginning.

Said lands lying in Section 25, Township 8 South, Range 11 West, Gulf County, Florida and containing 1.62 acres, more or less.

Lots 17 and 18, Block B, Golf Park, and Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block G, Cape Plantation Phase II, an unrecorded subdivision, being more particularly described as follows:

Commencing at the Northeast corner of Section 25, Township 8 South, Range 11 West, Gulf County, Florida; thence South (assumed) along the East line of the Northeast quarter of said Section 25, a distance of 2647.07 feet to a railroad iron marking the East quarter corner of said Section 25; thence South 00 degrees 06 minutes 59 seconds East along the East line of the Southeast quarter of said Section 25, a distance of 2642.75 feet to a concrete monument marking the Southeast corner of said Section 25; thence South 89 degrees 48 minutes 30 seconds West, along the South line of said Section 25, a distance of 1476.75 feet to a point on the East boundary line of the St. Joseph Bay Country Club Golf Course; thence along said boundary line, North 18 degrees 43 minutes 20 seconds West, 240.59 feet; thence along said boundary line, North 09 degrees 58 minutes 05 seconds East, 955.81 feet; thence along said boundary line, North 04 degrees 28 minutes 15 seconds West, 272.50 feet to the Point of Beginning; thence continue along said boundary line, North 04 degrees 28 minutes 15 seconds West, 249.52 feet; thence along said boundary line North 63 degrees 29 minutes 40 seconds East, 265.28 feet; thence along said boundary line, North 45 degrees 03 minutes 05 seconds East, 372.71 feet; thence along said boundary line, North 23 degrees 09 minutes 40 seconds East, 452.93 feet; thence along said boundary line, North 07 degrees 12 minutes 50 seconds East, 80.17 feet; thence leaving said boundary line, South 87 degrees 33 minutes 13 seconds East, 169.53 feet to a point on the arc of a non-tangent curve concave to the Northwest (radial line to said point bears South 07 degrees 33 minutes 13 seconds East); thence Southwesterly along the arc of said curve, having a radius of 277.68 feet, a central angle of 39 degrees 28 minutes 14 seconds, an arc distance of 187.05 feet; thence tangent to said curve, South 41 degrees 54 minutes 59 seconds West, 143.46 feet to a point of curvature of a curve concave to the East; thence Southwesterly, Southerly and Southeasterly along the arc of said curve, having a radius of 350.00 feet, a central angle of 48 degrees 43 minutes 06 seconds, an arc distance of 297.60 feet; thence tangent to said curve, South 06 degrees 48 minutes 07 seconds East, 7.35 feet to a point of curvature of a curve concave to the West; thence Southerly along the arc of said curve, having a radius of 720.06 feet, a central angle of 09 degrees 14 minutes 54 seconds, an arc distance of 117.52 feet to a point of compound curvature; thence Southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 42 degrees 36 minutes 18 seconds, an arc distance of 18.59 feet; thence tangent to said curve, South 45 degrees 03 minutes 05 seconds West, 266.13 feet to a point of curvature of a curve concave to the Northwest; thence Southwesterly along the arc of said curve, having a radius of 241.25 feet, a central angle of 27 degrees 50 minutes 42 seconds, an arc distance of 117.24 feet to a point of reverse curvature; thence Southwesterly and Southerly along the arc of said curve, having a radius of 117.72 feet, a central angle of 77 degrees 22 minutes 02 seconds, an arc distance of 158.96 feet; thence tangent to said curve, South 04 degrees 28 minutes 15 seconds East, 38.98 feet; thence South 85 degrees 31 minutes 45 seconds West, 218.00 feet to the Point of Beginning.

Said lands lying in Section 25, Township 8 South, Range 11 West, Gulf County, Florida and containing 5.35 acres, more or less.

Lots 1 and 20, Block II, of Cape Plantation Phase II, an unrecorded subdivision, being more particularly described as follows:

Commencing at the Northeast corner of Section 25, Township 8 South, Range 11 West, Gulf County, Florida; thence South (assumed) along the East line of the Northeast quarter of said Section 25, a distance of 2647.07 feet to a railroad iron marking the East quarter corner of said Section 25; thence South 00 degrees 06 minutes 59 seconds East along the East line of the Southeast quarter of said Section 25, a distance of 2642.75 feet to a concrete monument marking the Southeast corner of said Section 25; thence South 89 degrees 48 minutes 30 seconds West, along the South line of said Section 25, a distance of 1476.75 feet to a point on the East boundary line of the St. Joseph Bay Country Club Golf Course; thence along said boundary line, North 18 degrees 43 minutes 20 seconds West, 240.59 feet; thence along said boundary line, North 09 degrees 48 minutes 05 seconds East, 955.81 feet; thence along said boundary line, North 04 degrees 28 minutes 15 seconds West, 271.39 feet; thence leaving said boundary line, North 85 degrees 31 minutes 45 seconds East, 268.00 feet to the Point of Beginning; thence North 04 degrees 28 minutes 15 seconds West, 40.09 feet to a point of curvature of a curve concave to the Southeast; thence Northerly and Northeasterly along the arc of said curve having a radius of 67.72 feet, a central angle of 77 degrees 22 minutes 02 seconds, an arc distance of 91.45 feet to a point of reverse curvature; thence Northeasterly along the arc of said curve, having a radius of 291.25 feet, a central angle of 27 degrees 50 minutes 42 seconds, an arc distance of 141.54 feet; thence tangent to said curve, North 45 degrees 03 minutes 05 seconds East, 157.41 feet to a point of curvature of a curve concave to the South; thence Northeasterly, Easterly, Southeasterly, and Southerly along the arc of said curve, having a radius of 25.00 feet; a central angle of 137 degrees 23 minutes 42 seconds, an arc distance of 59.95 feet; thence tangent to said curve, South 02 degrees 26 minutes 47 seconds West, 203.72 feet; thence North 87 degrees 33 minutes 14 seconds West, 135.00 feet; thence South 02 degrees 26 minutes 47 seconds West, 63.46 feet; thence South 85 degrees 31 minutes 45 seconds West, 172.86 feet to the Point of Beginning.

Said lands lying in Section 25, Township 8 South, Range 11 West, Gulf County, Florida and containing 1.09 acres, more or less.

2.2 Supplements. The Association may from time to time bring other land in from outside Cape Plantation under the provisions of this Declaration via recorded supplemental declarations (which shall require the consent of a majority of the existing Owners of the Association) and thereby add such real property to the Properties.

3. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot or living unit which is subject by covenants of record to assessment by the association, shall be a member of the Association. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of the Association.

3.2 Voting Rights. Members shall be all those Owners as defined in Article 3.1. Members shall be entitled to one vote for each Lot owned. When more than one person is the Owner of any Lot, all such persons shall be Members, but the single vote for such Lot shall be exercised as they among themselves determine, but, subject only to the following subsection, in no event shall more than one (1) vote be cast with respect to any such Lot.

3.3 General Matters. When reference is made in this Declaration, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to reference a majority of those Members present at a duly constituted meeting thereof (i.e; one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or their Lots, unless otherwise defined.

3.4 Proxy Voting. All Members have the right, as provided in Chapter 720, *Florida Statutes*, to vote by proxy. To be counted, any proxy presented must abide by the specific requirements of Chapter 720, as it may be amended from time to time, and must be fully executed. A proxy is revocable at any time at the pleasure of the executing Member and is only valid for the specific meeting for which the proxy was given.

4. PROPERTY RIGHTS IN THE COMMON AREAS

4.1 Ownership. Subject to the provisions of this Article 5, the Common Areas are hereby dedicated to the joint and several use, in common, of the Association and the Owners of all Lots. Beginning upon the date these covenants are recorded, the Association shall be responsible for the maintenance of all Common Areas in a continuous and satisfactory manner without cost to the general taxpayers of Gulf County. It is intended that all real estate taxes assessed against the portion of the Common Areas owned or to be owned by the Association shall be proportionally assessed against and payable as part of the taxes of the Lots within the Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Area, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property thereon accruing from and after the date these covenants are recorded.

4.2 Members' Easements. Each Member of the Association, and each tenant, agent and invitee of such Member, shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of all Common Areas in common with all other Members of the Association, their tenants, agents and invitees.

All rights of use and enjoyment are subject to the following:

(a) Easements over and upon the Common Areas in favor of all members and their invited guests, provided, however, that this subsection shall not in itself be deemed to grant any easements or use rights which are not specifically granted elsewhere herein or in any other documents to which the Properties are now or hereafter made subject.

(b) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration.

(c) The right of the Association to suspend the right of an Owner (or Member) and his designees to use the Common Areas (except for legal access) and common facilities for any period during which any applicable assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(d) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.

(e) The right of the Association to adopt and enforce Rules and Regulations governing the use of the Common Areas and Common facilities, including the right to fine Members as elsewhere provided herein.

(f) The right of Association, by a 2/3rds affirmative vote of the entire membership, to dedicate portions of the Common Areas to a Sub-Association or a public agency under such terms as the Association deems appropriate and to create or contract with community development and special taxing districts for lighting, roads, recreational or other services, security, communications and other similar, purposes deemed appropriate by the Association (to which such creation or contract all Owners hereby consent).

(g) The right of the Association to grant general ("blanket") and specific easements over, under and through the Common Areas.

(h) The right to the use and enjoyment of the Common Areas and facilities thereon in the case of Class A Members shall extend to each permitted user's immediate family who reside with him subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

4.3 Easements Appurtenant. The easements provided in Section 5.2 shall be appurtenant to and shall pass with the title to each Lot.

4.4 Maintenance. The Association shall at all times maintain in good repair, operate, manage and insure, any and all improvements situated on the Common Areas, including, but not limited to, all recreational facilities, landscaping, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks, swimming pools and structures (except public utilities).

All work pursuant to this Section and all expenses hereunder or otherwise allocated to the Association shall be paid for by the Association through assessments imposed in accordance herewith. No Owner may waive or otherwise escape liability for the assessments for such maintenance by nonuse of the Common Areas.

4.5 Utility Easements. Public utilities shall be installed underground in the Common Areas when necessary for the service of the Properties. The Association and its affiliates and their designees shall have the right also to install and maintain community and/or cable TV and security and other communications lines, equipment and material (and all future technological advances not now known) in the Development and perpetual easements are hereby reserved for the Association and its affiliates and such designees over the Common Areas for this purpose. All use of utility, cable TV and communication easements shall be in accordance with the applicable provisions of this Declaration and any plats of the Properties.

4.6 Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

5. LANDSCAPING AND PEDESTRIAN AREAS

5.1 Maintenance. Without limiting the generality of other provisions hereof, the Landscaping and Pedestrian Areas shall be maintained by the Association, beginning upon the date these covenants are recorded, in a continuous and satisfactory manner without cost to the general taxpayers of Gulf County, and without direct, individual expense to the Owners of the Lots upon which the Landscaping and Pedestrian Areas are situated or abut, except for their share of the general common expenses. Such maintenance shall extend to any street lighting fixtures and the payment for electricity consumed in their illumination. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance herewith. No Owner may waive his right to use or otherwise escape liability for assessments for such maintenance under this section.

5.2 Limitations on Use. The Landscaping and Pedestrian Areas shall be used for the purposes of landscaping a planted screen buffer, and for installation and maintenance of underground utilities and lines, and shall not be used by Owners of the respective Lots for parking or for any other purposes. No driveway access or vehicular access shall be permitted to any Lots across any Landscaping and Pedestrian Areas, except for access to the sales model areas.

6. COVENANT FOR MAINTENANCE ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. The Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on and continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Annual assessments may include reasonable reserves as the Association may deem necessary, for the future repair, maintenance or improvement of the Common Areas. All assessments shall be imposed equally against all Lots within the Properties and those that may in the future be subject to liens of the Association.

6.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance, operation, management and insurance of the Common Areas as provided herein, the payment of expenses allocated to the Association security-related purposes and to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them and their tenants, agents and invitees.

6.3 Capital Improvements. Funds in excess of \$10,000, in any one case, which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas and which have not previously been collected as reserves or are otherwise available to the Association may be levied as special assessments by the Association upon approval by a majority of the favorable vote of Members voting at a meeting or by ballot as may be provided by the By-Laws of the Association. It is the intent of this Section that

any capital improvements having a cost of less than \$10,000 be paid for by regular assessments, with an appropriate adjustment to the budget of the Association and the assessments levied thereunder to be made, if necessary.

6.4 Date of Commencement of Annual Assessments; Due Dates and Amounts. Each annual assessment shall be imposed for the year beginning January 1 and ending December 31 and will be payable in advance by January 31.

The due date of any special assessment or capital improvement assessment shall be fixed in the Board resolution authorizing such assessment and will be payable within 30 days of the notice of the assessment.

The maximum annual assessment shall be \$200 per year and may be increased each year thereafter by not more than 20% above the maximum assessment for the previous year without the approval of at least a majority of the Members.

6.5 Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period, and shall, at that time, prepare a roster of the Owners thereof and assessments applicable thereto. Said roster shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the applicable assessment shall be sent to every Owner at least thirty (30) days prior to payment, except as to emergency assessments. In the event no such notice is given, the assessment amount payable shall continue to be the same as the amount payable for the previous period until changed in the manner provided for herein.

The Association shall upon demand furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot.

The Association, through the action of the Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and By-Laws.

6.6 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If an assessment is not paid on the due date, then such assessment shall become delinquent and shall, together with late charges, interest and the cost of collection become a continuing lien on the appropriate Lot and shall bind such Lot in the hands of the Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 6.1 of this Article, the personal obligation of the Owner to pay such assessment shall pass to his successors in interest with recourse against the Owner or his successors.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

The Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be cumulative.

6.7 Subordination of the Lien. The lien of the assessment provided for in this Article shall be subordinate to real property tax liens and to the lien of any first mortgage recorded prior to recordation of a claim of lien. The order of priority of liens hereunder shall be: tax liens, first mortgage liens, and the lien created herein.

6.8 Collection of Assessments. Assessments levied pursuant hereto shall be collected in the manner established by the Board of Directors.

6.9 Association Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by and agency of the United States.

6.10 Specific Damage. Owners (on their behalf and on behalf of their children and guests) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise, shall be directly liable to the Association and a special assessment may be levied therefor against such Owner or Owners.

7. RULES AND REGULATIONS

7.1 Compliance by Owners. Every Owner and his tenants, guests, invitees, employees and agents shall comply with any and all rules and regulations adopted by the Association as contemplated herein.

7.2 Enforcement. Failure to comply with such 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 voting rights and use of Common Areas as specified herein.

7.3 Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, reasonable fines may be levied upon an Owner for failure of an Owner, his tenants, family, guests, invitees, employees or agents, to comply herewith or with any rule or regulation, and may be imposed following in accordance with the requirements of section 720.305(2), *Florida Statutes*.

7.4 Additional Rules and Regulations.

(a) The Common Areas and facilities, if any, shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored therein.

(b) The personal property of Owners must be stored in their respective Units or in outside storage areas approved by the Architectural Control Board.

(c) Other than garbage cans, no supplies, milk bottles or other articles shall be placed on the exterior portions of any Unit or Lot and no linens, cloths, clothing, curtains, rugs,

mops, or laundry of any kind, or other articles, shall be hung from or on the Unit or Lot, except as provided in this Declaration.

(d) Employees of the Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

(e) No motor vehicle which cannot operate on its own power shall remain on the Properties for more than twenty-four (24) hours. No portion of the Common Areas may be used for parking purposes, except those portions specifically designed and intended therefor.

Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of Units shall be permitted to use these areas.

Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration, subject to applicable laws and ordinances.

(f) No Owner shall make or permit any disturbing noises in the Unit or on the Lot by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or convenience of other Owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Unit or on his Lot in such a manner as to disturb or annoy other residents (applying reasonable standards). No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

(g) No electronic equipment may be permitted in or on any Unit or Lot which interferes with the television or radio reception of another Unit.

(h) No awning, canopy, shutter, enclosure satellite dish or other projection shall be attached to or placed upon the outside wall or roof of the Unit or on the Lot, except as approved by the Architectural Control Board.

(i) No Owner may alter in any way portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Board.

(j) Except as provided in sub paragraph (u), no commercial use shall be permitted in the Development even if such use would be permitted under applicable zoning ordinances.

(k) No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, on a Lot or on the Common Areas, except as to gas cylinders permitted under the Declaration.

(l) An Owner who plans to be absent during the hurricane season must prepare his Unit and Lot prior to his departure by designating a responsible firm or individual to care for his Unit and Lot should the Unit suffer hurricane damage. The Owner must furnish the Association with the name(s) of such firm or individual.

(m) An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Unit without the prior written approval of the Architectural Control Board.

(n) Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities.

(o) Pets and other animals shall neither be kept nor maintained in or about the Properties except in accordance with the Declaration and with the following:

No pet shall be permitted outside of its Owner's Unit or Lot unless attended by an adult or child of more than ten (10) years of age and said pet must be on a leash of reasonable length, unless it can be demonstrated that said pet is disciplined to its attendant's voice command and will not interfere with the privacy of any person or their property. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities contained within the Common Areas.

(p) No use of firearms shall be permitted anywhere in the Properties unless in a designated rifle or skeet range.

(q) Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to comply shall be grounds for 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 voting rights and use of recreation facilities, in the event of failure to comply. In addition to all other remedies, 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, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in this Declaration.

(r) No well or septic system shall be constructed or maintained on any Lot whenever water and sewer connections and facilities are available to the Lot.

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

(t) All aircraft shall have the right-of-way when taxiing on designated roadways or taxiways. Aircraft shall run up only in designated areas. But in any event, the "run up" shall not be done in such a manner as to cause damage to the property of others. FAA regulations will be strictly enforced for the protection of the property owner.

(u) All Lots in Phase I are to be single family Lots with the exception that Lot C-1 and CC-1 (adjacent to C-1 and bordering West Rutherford Road) will be designated commercial. Also, the Eastern one-half of Lot 5-C will be "Limited Commercial" which will specifically allow up to two air-craft to be operated in a commercial fish spotting business.

(v) If any installment of an assessment is not paid within thirty (30) days after the due date, at the option of the Association, a 20% late charge may be imposed and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, or may record a claim of lien against the property on which the assessments and late charges are unpaid, or may foreclose the lien against the property on which the assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or successively. Attorney's fees and costs of preparing and filing the claim of lien and the complaint (if any) in such action, and in prosecuting same, shall be added to the amount of such action, and in prosecuting same, shall be added to the amount of such assessments, along with interest at 18% per annum from the due date of the assessment. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorney's fees actually incurred in the applicable action to-gather with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

(w) In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring the title to or the interest in a Lot as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due.

(x) It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills or notices of assessments shall not, however relieve Owners from their obligations hereunder.

(y) Easements and setback requirements are as follows:

(1) A 25-foot clear zone easement along all Lots lines fronting the outer boundaries of the taxiway or runway. This easement is for a safety zone and no aircraft; trees or other obstacles are allowed in this area.

(2) A 6-foot easement along all sides of all Lots and along all sides adjoining any designated street is reserved for underground utility and or drainage purposes.

(3) A 10-foot easement along the rear (western) boundary of all Lots in Block A and B of the unrecorded plat is reserved for a drainage or underground utility easement and for the purpose of erecting (if desired by the Association) a privacy fence or hedge.

(4) No house or building may be constructed within 50 feet of the centerline of any designated street or within 30 feet of any taxiway or runway boundary.

(5) The maintenance of all drainage easements, privacy fences or hedge rows is the responsibility of the Association. If the easements are not currently being used for one of the above purposes, then the individual property Owner is responsible for maintenance (e.g., mowing, raking, etc.)

(6) A ten foot landscape/fence easement will be reserved along the boundary of West Rutherford Road.

(7) No house or building may be constructed within ten feet of the rear or side lot lines.

(8) Lot C-2 through C-7 including the adjacent easement area and Lots D-1 through D-9. The setback for any building constructed on these Lots will be 50 feet from the eastern lot line. The eastern 20 feet of the Lots will be dedicated as a taxiway and will be maintained by Costin Development Corporation or its assigns. The 30 foot area between the western boundary of the taxiway and the 50 foot setback will be a wing over/safety area and will be maintained by the lot owners free and clear of obstacles or obstructions with the exceptions of temporary aircraft ingress and egress.

(a) Only lots in Section C and D of Phase I will be allowed to have on-site aircraft parking and no more than one air-craft will be allowed on each Lot unless jointly approved by the Architectural Control Committee and Costin Aviation, Inc.

7.5 Construction Phase. All homes must be completed and landscaped within one (1) year after construction begins.

8. ARCHITECTURAL CONTROL

8.1 Members of Committee. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee" shall consist of three (3) members. The members of the Committee shall be appointed by the Board of Directors and shall hold office until such time as she or he has resigned or has been removed or her or his successor has been appointed, as provided herein. Members of the Committee may be removed at any time by the Board of Directors without cause. The Board of Directors shall have the right to appoint and remove all members of the Committee.

8.2 Review of Proposed Construction. No building, fence, wall or other structure or improvement shall be constituted on any Lot until the plans and specifications are approved in writing by the Committee. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specification or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of any required plans and specifications, the Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30-day period, said plans shall be deemed approved. The Committee herein shall be the ultimate deciding body and its decisions shall take precedence over all others.

All plans including any changes or alterations shall also be subject to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

8.3 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but

need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Article 9 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

8.4 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which such approval plans are required under this Section, the applicant for such approval (the Applicant) shall give written notice of completion to the Committee.

(b) Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such non-compliance within said sixty (60) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such non-compliance, the Committee shall notify the Board in writing of such failure. The Board shall then determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-compliance improvement or remedy the noncompliance, and the Applicant shall reimburse the Association, upon demand for all expenses incurred in connection therewith, plus an administrative charge to be determined by the Association. If such expenses are not promptly repaid by the Applicant to the Association, the Board shall levy a special assessment against such Applicant and his property for reimbursement.

(d) If for any reason the Committee fails to notify the Applicant of any non-compliance within sixty (60) days after receipt of said written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with said approved plans.

8.5 Non-Liability of Committee Members. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, shall be liable to the Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic consideration and the benefit or detriment which would result to the immediate vicinity and to Cape Plantation and the overall Development. The Committee shall take into consideration the buildings, landscaping, color schemes, exterior finishes and material and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes.

8.6 Designation of Minimum and Maximum Living Area. The Committee must designate the following requirements unless changed by unanimous vote of the Board of Directors.

- (a) The minimum living area of a dwelling in terms of heated space shall be: (1) 1,200 square feet for buildings on Lots less than 1/2 acre and 1,400 feet for Lots greater than 1/2 acre.
- (b) The maximum living area in terms of heated space shall be 3,500 square feet.

8.7 Variance. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variance must be evidenced in writing which must be signed by at least two (2) members of the Committee. No variance shall effect in any way the Owner's obligation to comply with all governmental laws and regulations, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

9. GENERAL PROVISIONS

9.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the Land, and shall inure to the benefit of and be enforceable by the Association, the Owner of any land subject to this Declaration and the committee, and their respective legal representatives, heirs, successors and assigns, for a term of twenty-nine (29) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds, of the Lots and living Units has been recorded agreeing to change said covenants and restrictions in whole or in part. No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the automatic extension period.

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

9.3 Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction.

9.4 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not effect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

9.5 Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, or added to at any time and from time to time upon the execution and recordation of an instrument that has been approved at a meeting of Owners holding not less than 2/3rd (66%) of the votes of the membership of the Association.

9.6 Conflict. This Declaration shall take precedence over conflicting provisions in the articles of Incorporation and By-Laws of the Association and the Articles shall take precedence over the By-Laws.

9.7 Effective Date; Applicable Law. This Declaration shall become effective upon its recordation in the Gulf County Public Records. Any references generally or to specific sections of Chapter 720 shall refer to Chapter 720, *Florida Statutes*, as amended from time to time.

9.8 CPI. Whenever specific dollar amounts are mentioned in this Declaration, (unless limited by law) such amounts will be increased from time to time by application of a nationally recognized consumer price index.

9.9 Covenants Running with the Land. It is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the Properties.

Inst. Number: 881414 Book: 125 Page: 737 Page 1 of 3 Date: 5/23/1988 Time: 9:32 AM
Rebecca L. Norris Clerk of Courts, Gulf County, Florida

88-1414

737

Exhibit "A"

AMENDMENTS TO GENERAL DECLARATION OF COVENANTS, CONDITIONS AND COVENANTS

of Cape Plantation Homeowners' Association recorded at Gulf County Courthouse in Book 107, page 1058-72 on September 16, 1985.

Pursuant to Article 10.5 the following Amendments are applicable:

Article 3.1 is Amended to Read:

3.1 Legal Description. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Gulf County, Florida, and is more particularly described as: An unrecorded subdivision of a portion of Section 25, Township 8 South, Range 11 West, Gulf County, Florida and being more particularly described as follows:

Commencing at the NE corner of Section 25, Township 8 South, Range 11 West; thence South (assumed) along the East line of said Section 25 for 32 feet to a concrete monument on the South right-of-way line of West Rutherford Road (66 feet as wide as occupied); Thence 5.89°42'30" W along said right-of-way line 399.66 feet for the POINT OF BEGINNING; thence 5.2° 26'47" W 2646.41 feet; thence N 87°33'13" W 214.66 feet; thence n 7°12'50" E 296.62 feet to a concrete monument; thence N 49°36'00" W 263.28 feet to a concrete monument; thence S 63°28'45" W 111.38 feet to a concrete monument; thence N 2216.66 feet to an iron rod on the South right-of-way line of said Rutherford Road; thence N 89°42'30" E along said right-of-way line of said road for 590.34 feet to the point of beginning. (New description).

Containing 29.669 acres, more or less.

A Plat of said property is attached hereto as Exhibit "A" and by this reference made a part hereof for all purposes.

Article 8.4 (u) is Amended to Read:

All lots in Phase I are to be single family lots with the exception that Lot C-1 and CC-1 (adjacent to C-1 and bordering West Rutherford Road) will be designated commercial. Also, the Eastern one-half of Lot 5-C will be "Limited Commercial" which will specifically allow up to two aircraft to be operated in a commercial fish spotting business.

Article 8.4 (y) will have the following additions:

(6) A ten foot landscape/fence easement will be reserved along the boundary of West Rutherford Road.

(7) No house or building may be constructed within ten feet of the rear or side lot lines.

Article 8.4 (z) will be added as follows:

Only lots in Section C and D of Phase I will be allowed to have on-site aircraft parking and no more than one aircraft will be allowed on each lot unless jointly approved by the Architectural Control Committee and Costin Aviation, Inc.

Article 8.5 will be added as follows:

Construction Phase: All homes must be completed and landscaped within one (1) year after construction begins.

FILED 05 MAY 23 1988
RECORD VERIFIED
MAY 23 1988
737-34
REBECCA L. NORRIS
CLERK OF COURTS
GULF COUNTY, FLORIDA

Inst. Number: 881414 Book: 125 Page: 738 Page 2 of 3 Date: 5/23/1988 Time: 9:32 AM
Rebecca L. Norris Clerk of Courts, Gulf County, Florida

Executed this 20 day of May, 1988.

COSTIN DEVELOPMENT CORPORATION

Maria Christak
Witness

[Signature]
Witness

Leonard C. Costin President

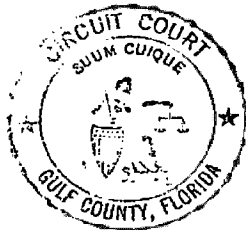
Costin Development Corporation Seal

STATE OF FLORIDA

COUNTY OF GULF

I HEREBY CERTIFY that on this day, before me, a notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Leonard C. Costin, to be known to be the person described in and who executed the foregoing General Covenants, Conditions, and Restrictions in his capacity as President of Costin Development Corporation.

WITNESS my hand and official seal in the State and County named above this 20 day of May, 1988.



Notary Public
My Commission expires:

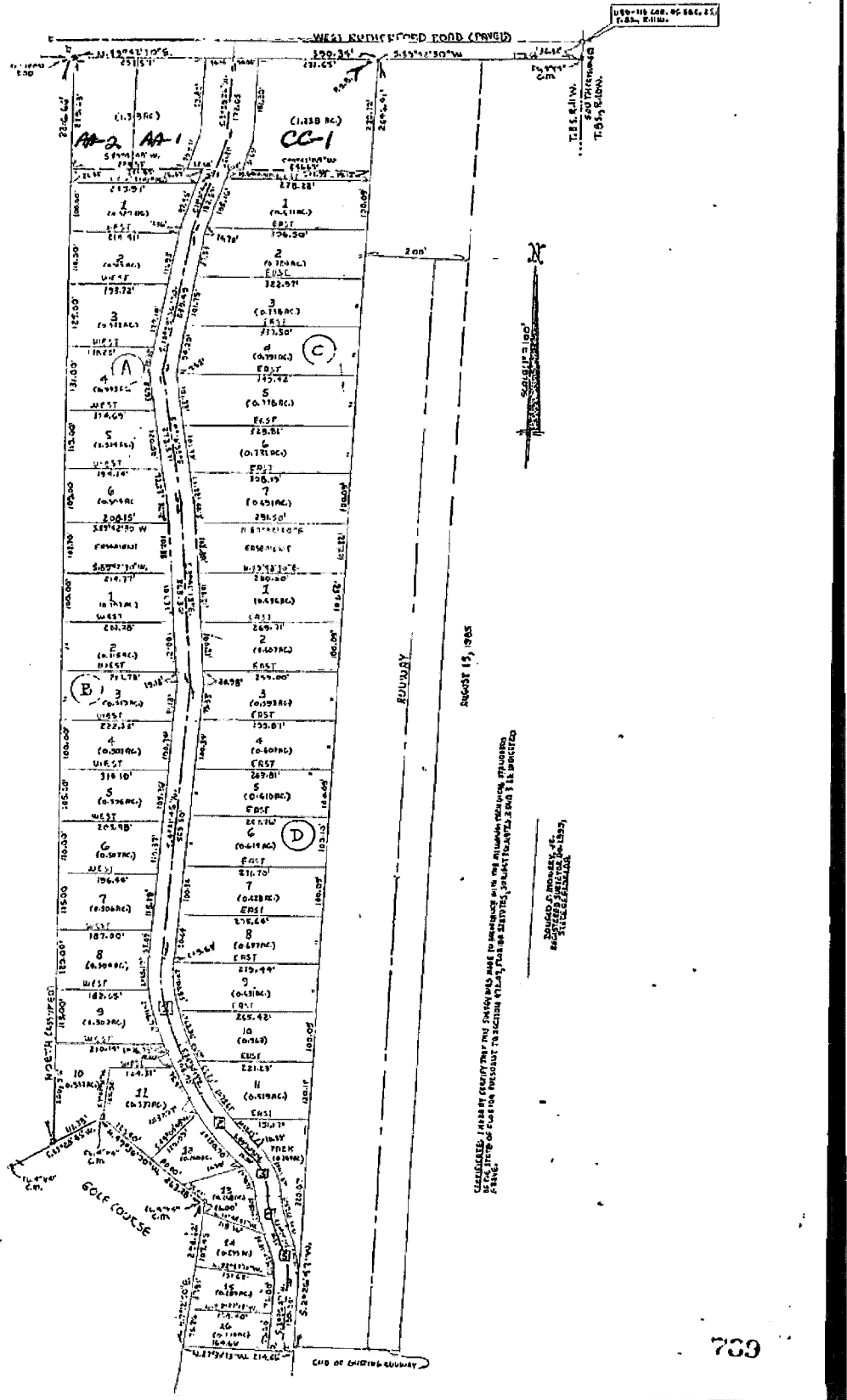
NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXPIRES: [blank]
FIDELITY AND SURETY COMPANY



Inst. Number: 881414 Book: 125 Page: 739 Page 3 of 3 Date: 5/23/1988 Time: 9:32 AM
Rebecca L. Norris Clerk of Courts, Gulf County, Florida

CAPE PLANTATION PHASE 1

739



CONSIDERED, I HAVE IN CERTAIN PARTS THEREIN MADE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 193.01, F.S., THE NECESSARY CORRECTIONS TO THE ORIGINAL PLAT, AND I HAVE THEREUPON RECORDED THIS CORRECTED PLAT.

REBECCA L. NORRIS, CLERK OF COURTS
GULF COUNTY, FLORIDA

739

Inst. Number: 913360 Book: 148 Page: 513 Page 1 of 4 Date: 12/27/1991 Time: 2:56 PM
Rebecca L. Norris Clerk of Courts, Gulf County, Florida

513

Exhibit "B"

FILED AND RECORDED
DATE 12/27/91 TIME 14:56

THIS INSTRUMENT PREPARED BY:
TOM R. HAYWARD, ATTORNEY
P. O. BOX 12785
TALLAHASSEE, FL 32317-2785

BENNY LISTER CLERK
CO:GULF ST:FL

FL 913360 B 148 P 513
CO:GULF ST:FL

ADDENDUM

CAPE PLANTATION HOME OWNER'S ASSOCIATION, INC.
GENERAL DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS

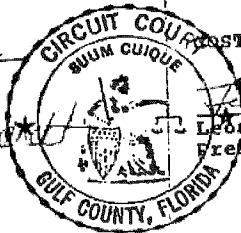
RECORD VERIFIED
BY Renee Baldwin DC

Pursuant to article 3.2 of the above cited declaration which was recorded on September 16, 1985 in Gulf County, Florida in OR Book 107 pages 1058-72, the land described in Exhibits A, B, and C is hereby added and made subject to the above declaration with the added provision that all lots adjoining St. Joe Bay Country Club Property will contain at least 1600 square feet living area in terms of heated space.

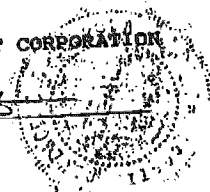
Renee Baldwin
Witness

Renee Baldwin

Tiffany J. Burkhardt
Witness
Tiffany J. Burkhardt



Leonard C. Costin
President
COSTIN DEVELOPMENT CORPORATION



STATE OF FLORIDA
COUNTY OF GULF

I HEREBY CERTIFY that on this day, before me, a notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Leonard C. Costin, to be known to be the person described in and who executed the foregoing General Covenants, Conditions, and Restrictions in his capacity as President of Costin Development Corporation.

WITNESS my hand and official seal in the State and County named above this 24th day of December, 1991.

Renee Baldwin
Notary Public
Renee Baldwin
My Commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 27, 1993
Renee Baldwin

513

DESCRIPTION

A portion of Plantation Drive of Cape Plantation Phase II, an unrecorded subdivision, being more particularly described as follows:

Commencing at the Northeast corner of Section 25, Township 8 South, Range 11 West, Gulf County, Florida; thence South (assumed) along the East line of the Northeast quarter of said Section 25, a distance of 2647.07 feet to a railroad iron marking the East quarter corner of said Section 25; thence South 00 degrees 06 minutes 59 seconds East along the East line of the Southeast quarter of said Section 25, a distance of 2642.75 feet to a concrete monument marking the Southeast corner of said Section 25; thence South 89 degrees 48 minutes 30 seconds West, along the South line of said Section 25, a distance of 629.64 feet; thence North 02 degrees 26 minutes 47 seconds East, 2615.96 feet to the Point of Beginning; thence South 02 degrees 26 minutes 47 seconds East, 58.50 feet to a point of curvature of a curve concave to the Northwest; thence Southwesterly along the arc of said curve having a radius of 322.68 feet, a central angle of 39 degrees 28 minutes 12 seconds, an arc distance of 222.29 feet; thence tangent to said curve South 41 degrees 54 minutes 59 seconds West, 143.46 feet to a point of curvature of a curve concave to the East; thence Southwesterly and Southerly along the arc of said curve, having a radius of 300.00 feet, a central angle of 48 degrees 43 minutes 06 seconds, an arc distance of 255.09 feet; thence tangent to said curve, South 06 degrees 48 minutes 07 seconds East, 7.35 feet to a point of curvature of a curve concave to the West; thence Southerly along the arc of said curve, having a radius of 778.06 feet, a central angle of 09 degrees 14 minutes 54 seconds, an arc distance of 125.59 feet; thence tangent to said curve South 02 degrees 26 minutes 47 seconds West, 29.25 feet; thence South 45 degrees 03 minutes 05 seconds West, 295.38 feet to a point of curvature of a curve concave to the Northwest; thence Southwesterly along the arc of said curve, having a radius of 291.25 feet, a central angle of 27 degrees 50 minutes 42 seconds, an arc distance of 141.54 feet to a point of reverse curvature; thence Southwesterly and Southerly along the arc of said curve, having a radius of 67.72 feet, a central angle of 77 degrees 02 minutes 02 seconds, an arc distance of 91.45 feet; thence tangent to said curve, South 04 degrees 28 minutes 15 seconds East, 40.09 feet; thence South 86 degrees 48 minutes 12 seconds West, 50.01 feet; thence North 04 degrees 28 minutes 15 seconds West, 38.98 feet to a point of curvature of a curve concave to the Southeast; thence Northerly and Northeasterly along the arc of said curve, having a radius of 117.72 feet, a central angle of 77 degrees 22 minutes 02 seconds, an arc distance of 158.96 feet to a point of reverse curvature; thence Northeasterly along the arc of said curve, having a radius of 241.25 feet, a central angle of 27 degrees 50 minutes 42 seconds, an arc distance of 117.24 feet; thence tangent to said curve North 45 degrees 03 minutes 05 seconds East, 266.13 feet to a point of curvature of a curve concave to the Northwest; thence Northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 42 degrees 36 minutes 18 seconds, an arc distance of 18.59 feet to a point of compound curvature; thence Northerly along the arc of said curve, having a radius of 728.06 feet, a central angle of 09 degrees 14 minutes 54 seconds, an arc distance of 117.52 feet; thence tangent to said curve North 06 degrees 48 minutes 07

seconds West, 7.35 feet to a point of curvature of a curve concave to the Southeast; thence Northerly and Northeasterly along the arc of said curve, having a radius of 350.00 feet, a central angle of 48 degrees 43 minutes 06 seconds, an arc distance of 297.60 feet; thence tangent to said curve North 41 degrees 54 minutes 59 seconds East, 143.46 feet to a point of curvature of a curve concave to the Northwest; thence Northeasterly along the arc of said curve, having a radius of 272.68 feet, a central angle of 39 degrees 28 minutes 14 seconds, an arc distance of 187.85 feet; thence tangent to said curve North 02 degrees 26 minutes 47 seconds East, 58.50 feet; thence South 87 degrees 33 minutes 13 seconds East, 50.00 feet to the Point of Beginning.

Said lands lying in Section 25, Township 8 South, Range 11 West, Gulf County, Florida and containing 1.62 acres, more or less.

EXHIBIT A

Inst. Number: 913360 Book: 148 Page: 515 Page 3 of 4 Date: 12/27/1991 Time: 2:56 PM
Rebecca L. Norris Clerk of Courts, Gulf County, Florida

515

DESCRIPTION

FL 913360 B 148 P 515
CO:GULF ST:FL

Lots 17 and 18, Block B, Golf Park, and Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block G, Cape Plantation Phase II, an unrecorded subdivision, being more particularly described as follows:

Commencing at the Northeast corner of Section 25, Township 8 South, Range 11 West, Gulf County, Florida; thence South (assumed) along the East line of the Northeast quarter of said Section 25, a distance of 2647.07 feet to a railroad iron marking the East quarter corner of said Section 25; thence South 00 degrees 06 minutes 59 seconds East along the East line of the Southeast quarter of said Section 25, a distance of 2642.75 feet to a concrete monument marking the Southeast corner of said Section 25; thence South 89 degrees 48 minutes 30 seconds West, along the South line of said Section 25, a distance of 1476.75 feet to a point on the East boundary line of the St. Joseph Bay Country Club Golf Course; thence along said boundary line, North 18 degrees 43 minutes 20 seconds West, 240.59 feet; thence along said boundary line, North 09 degrees 58 minutes 05 seconds East, 955.81 feet; thence along said boundary line, North 04 degrees 28 minutes 15 seconds West, 272.50 feet to the Point of Beginning; thence continue along said boundary line, North 04 degrees 28 minutes 15 seconds West, 249.52 feet; thence along said boundary line North 63 degrees 29 minutes 40 seconds East, 265.28 feet; thence along said boundary line, North 45 degrees 03 minutes 05 seconds East, 372.71 feet; thence along said boundary line, North 23 degrees 09 minutes 40 seconds East, 452.93 feet; thence along said boundary line, North 07 degrees 12 minutes 50 seconds East, 80.17 feet; thence leaving said boundary line, South 87 degrees 33 minutes 13 seconds East, 169.53 feet to a point on the arc of a non-tangent curve concave to the Northwest (radial line to said point bears South 87 degrees 33 minutes 13 seconds East); thence Southwesterly along the arc of said curve, having a radius of 272.68 feet, a central angle of 39 degrees 28 minutes 14 seconds, an arc distance of 187.85 feet; thence tangent to said curve, South 41 degrees 54 minutes 59 seconds West, 143.46 feet to a point of curvature of a curve concave to the East; thence Southwesterly, Southerly and Southeasterly along the arc of said curve, having a radius of 350.00 feet, a central angle of 48 degrees 43 minutes 06 seconds, an arc distance of 297.60 feet; thence tangent to said curve, South 06 degrees 48 minutes 07 seconds East, 7.35 feet to a point of curvature of a curve concave to the West; thence Southerly along the arc of said curve, having a radius of 728.06 feet, a central angle of 09 degrees 14 minutes 54 seconds, an arc distance of 117.52 feet to a point of compound curvature; thence Southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 42 degrees 36 minutes 18 seconds, an arc distance of 18.59 feet; thence tangent to said curve, South 45 degrees 03 minutes 05 seconds West, 266.13 feet to a point of curvature of a curve concave to the Northwest; thence Southwesterly along the arc of said curve, having a radius of 241.25 feet, a central angle of 27 degrees 50 minutes 42 seconds, an arc distance of 117.24 feet to a point of reverse curvature; thence Southwesterly and Southerly along the arc of said curve, having a radius of 117.72 feet, a central angle of 77 degrees 22 minutes 02 seconds, an arc distance of 158.96 feet; thence tangent to said curve, South 04 degrees 28 minutes 15 seconds East, 38.98 feet; thence South 85 degrees 31 minutes 45 seconds West, 218.00 feet to the Point of Beginning.

Said lands lying in Section 25, Township 8 South, Range 11 West, Gulf County, Florida and containing 5.35 acres, more or less.

EXHIBIT B

515

Inst. Number: 913360 Book: 148 Page: 516 Page 4 of 4 Date: 12/27/1991 Time: 2:56 PM
Rebecca L. Norris Clerk of Courts, Gulf County, Florida

FL 913360 B 148 P 516 516
CO:GULF ST:FL

DESCRIPTION

Lots 1 and 20, Block II, of Cape Plantation Phase II, an unrecorded subdivision, being more particularly described as follows:

Commencing at the Northeast corner of Section 25, Township 8 South, Range 11 West, Gulf County, Florida; thence South (assumed) along the East line of the Northeast quarter of said Section 25, a distance of 2647.07 feet to a railroad iron marking the East quarter corner of said Section 25; thence South 00 degrees 06 minutes 59 seconds East along the East line of the Southeast quarter of said Section 25, a distance of 2642.75 feet to a concrete monument marking the Southeast corner of said Section 25; thence South 89 degrees 48 minutes 30 seconds West, along the South line of said Section 25, a distance of 1476.75 feet to a point on the East boundary line of the St. Joseph Bay Country Club Golf Course; thence along said boundary line, North 18 degrees 43 minutes 20 seconds West, 240.59 feet; thence along said boundary line, North 09 degrees 54 minutes 05 seconds East, 955.81 feet; thence along said boundary line, North 04 degrees 28 minutes 15 seconds West, 271.39 feet; thence leaving said boundary line, North 85 degrees 31 minutes 45 seconds East, 268.00 feet to the Point of Beginning; thence North 04 degrees 28 minutes 15 seconds West, 40.09 feet to a point of curvature of a curve concave to the Southeast; thence Northerly and Northeasterly along the arc of said curve having a radius of 67.72 feet, a central angle of 77 degrees 22 minutes 02 seconds, an arc distance of 91.45 feet to a point of reverse curvature; thence Northeasterly along the arc of said curve, having a radius of 291.25 feet, a central angle of 27 degrees 50 minutes 42 seconds, an arc distance of 141.54 feet; thence tangent to said curve, North 45 degrees 03 minutes 05 seconds East, 157.41 feet to a point of curvature of a curve concave to the South; thence Northeasterly, Easterly, Southeasterly, and Southerly along the arc of said curve, having a radius of 25.00 feet; a central angle of 137 degrees 23 minutes 42 seconds, an arc distance of 59.95 feet; thence tangent to said curve, South 02 degrees 26 minutes 47 seconds West, 203.72 feet; thence North 87 degrees 33 minutes 14 seconds West, 135.00 feet; thence South 02 degrees 26 minutes 47 seconds West, 63.46 feet; thence South 85 degrees 31 minutes 45 seconds West, 172.86 feet to the Point of Beginning.

Said lands lying in Section 25, Township 8 South, Range 11 West, Gulf County, Florida and containing 1.09 acres, more or less.

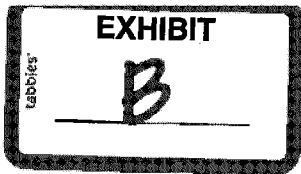
EXHIBIT C

516

Cape Plantation Homeowners' Association, Inc.

EXHIBIT "C"

PARCEL ID	PARCEL OWNER NAME	STREET ADDRESS
06236-110R	DAVIS GEORGE JR & BELICIA M	764 W RUTHERFORD ST
06236-115R	COSTIN DEV CORP	PLANTATION DR
06236-119R	CAPE PLANTATION UNRECORDED	ENDING RE#06236-385R
06236-120R	DAVIS GEORGE JR & BELICIA M	PO BOX 552
06236-125R	INGALLS KEITH J & DANA L, INGALLS DANA	103 PLANTATION DR
06236-130R	ROWE PAUL C & DENISE P	184 SPRING HILL LANE
06236-135R	OLSEN THOMAS & ANGELINE CAROL, FOX CANDIDA	201 PLANTAION DR
06236-140R	BEAVERS ROBERT REVOCABLE TRUST	215 PLANTATION DR
06236-146R	PIERCE PAUL H & CHARLOTTE M	1909 LONG AVE
06236-150R	BUSH JANNA NEAL	C/O 301 MONUMENT AVE
06236-155R	MC BRYER MARK & TERI	112 RIVERVIEW DR
06236-160R	HODGES ZACHARY & JULIA, HODGES JULIA	315 PLANTATION DR
06236-165R	ADVANTA IRA ADMINISTRATION LLC, & BRITT KUGLAR	13191 STARKEY ROAD SUITE #2
06236-170R	RAFFIELD RANDY C	341 PLANTATION DR
06236-180R	GANNON CHARLES M & SUSAN M, GANNON SUSAN M	367 PLANTATION DR
06236-185R	RAMSEY MELISSA L, RAMSEY MELISSA	6290 PINE FAIR WAY
06236-190R	RICE BYRON R & JUDITH ANN	PO BOX 828
06236-200R	KENNINGTON MADISON B & VALERIA, KENNINGTON VALERIA	405 PLANTATION DR
06236-210R	RENFRO WILLIE W & MARY H, RENFRO MARY H	411 PLANTATION DRIVE
06236-215R	PEEVY WILLIAM A & DIANE E	427 PLANTATION DR
06236-220R	PEEVY WILLIAM A SR & DIANE E	427 PLANTATION DR
06236-225R	GLASS BRYAN & JAE, JAE	463 PLANTATION DR
06236-230R	GLASS BRYAN & JAE	463 PLANTATION DR
06236-235R	PETRIE CHRISTOPHER & STEPHANIE	149 PAINTED PONY ROAD
06236-240R	DAVIS AARON B	835 JORDAN ROAD
06236-245R	FROWNFELTER GRANT	10234 FENTON ROAD
06236-250R	STECKBECK RICHARD J & SANDRA E	7411 DANIKA DRIVE
06236-260R	RAFFIELD JOSEPH W & TANYA A, TANYA	200 PLANTATION DRIVE
06236-270R	RAFFIELD JOSEPH W & TANYA A	200 PLANTATION DR
06236-271R	COSTIN AVIATION INC	167 CESSNA DR
06236-275R	RITTEN JIM & CHRIS	1240 CR 17 N
06236-280R	KIRBY ALLEN & LEEANN, LEEANN	298 PLANTATION DR
06236-285R	KIRBY ALLEN MASSIE ET AL	298 PLANTATION DRIVE
06236-290R	LOVEJOY DOUGLAS L & JILL E	122 HERITAGE LN
06236-300R	DI RODIO JOSEPH & MARGARET	4329 NW 76TH COURT
06236-305R	MORRISSEY WILLIAM F & HARRIET, MORRISSEY HARRIET	364 PLANTATION DR
06236-310R	KORONA JAMES A & DENNIS HATCH	8155 WHITESTONE DR
06236-315R	HOOPER JONATHAN P & DEBRA P	404 PLANTATION DR
06236-320R	HOOPER JONATHAN P & DEBORA P, HOOPER DEBORA	404 PLANTATION DRIVE
06236-330R	QUARANTA SARAH JEAN	1004 15TH STREET UNIT 11
06236-335R	CANNON JOHN A	531 PLANTATION DRIVE
06236-336R	CAPE PLANTATION H/O ASSN	167 CESSNA DRIVE
06236-340R	CUMBIE RUSSELL E JR & LADONNA, LUANA	587 PLANTATION DRIVE
06236-350R	GAFFNEY JOHN W & MELINA J ELUM, MELINA	631 PLANTATION DR
06236-360R	ELZA DENNIS W & BARBARA A	661 PLANTATION DR
06236-365R	COSTIN CHARLES A & TANYA M, COSTIN TANYA M	PO BOX 98
06236-375R	CARVELL CATHERINE F	1231 MADISON CREEK RD
06236-385R	RICCIARDELLI EUGENE	PO BOX 1221



FILED
AUG 27 4 20 PM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
CAPE PLANTATION HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Gulf or Leon County, Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Cape Plantation Homeowners Association, Inc. hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 1381 Cross Creek Way, Tallahassee, Florida 32301.

ARTICLE III

Leonard C. Costin, whose address is 1381 Cross Creek Way, Tallahassee, Florida 32301, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and Easement Areas within that certain tract of property in Gulf County, Florida more particularly described in Exhibit A attached hereto, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this association for this purpose to:

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

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

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

(d) borrow money, with the assent of Seventy percent (70)% of the members; mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, or transfer all or any part of the Easement Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a written instrument has been signed by Two Thirds (2/3) of each class of membership, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Easement Areas, provided, however, that any merger or consolidation shall have the assent of Two Thirds (2/3) of each class of membership;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise;

(h) cause the exterior of the dwellings on the Lots to be maintained;

(i) purchase liability insurance for the benefit of the Association and its members;

(j) to make, promulgate and amend reasonable rules and regulations relating to the use of the properties.

(k) any and all other such powers, as are provided under Florida Law, including those set out in Chapter 607 and 617, Florida Statutes, as the same may be from time to time amended.

ARTICLE V

MEMBERSHIP

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

ARTICLE VI

VOTING RIGHTS

The Association shall have Two (2) classes of voting members:

Class A. Class A Members shall be all those Owners as defined in 4.1 of the "Declaration" with the exception of the Developer as long as the class B membership shall exist, and thereafter, the Developer shall be entitled to one vote for each Lot owned. When more than one person is the Owner of any Lot, all such persons shall be Members, but the single vote for such Lot shall be exercised as they among themselves determine, but, subject only to the following subsection, in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer as defined in Article 2.5 of the "Declaration". The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A Members including any supplements as provided for in Article 3.2 of the "Declaration", are entitled to cast in the aggregate from time to time, provided that the Class B membership shall cease and terminate one (1) year after the last Lot within Cape Plantation owned by Developer (or its affiliates) has been conveyed to third parties, or at any time prior to that date at the election of the Developer.

ARTICLE VII

OFFICES AND BOARD OF DIRECTORS

The Board of Directors of the corporation shall have three (3) members who need not be members of the corporation. The first election of Directors shall not be held until December 1, 1985. Thereafter, the Directors shall be elected in accordance with the By-Laws of the corporation. Until the first election of Directors, the Directors herein named shall serve as the members of the Board of Directors, and any vacancy occurring before the first of the election shall be filled by the remaining Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified are as follows:

Leonard C. Costin	1381 Cross Creek Way Tallahassee, Florida
William D. Koran	808 Woodward Avenue Unit 4 Port St. Joe, Florida
Wiley Horton	808 Woodward Avenue Unit 4 Port St. Joe, Florida

The affairs of the corporation shall be managed by a President, Vice President, Secretary, and Treasurer, who shall be elected by the Board of Directors. Any two or more offices may be held by the same person. The Officers of said corporation shall serve at the pleasure of the Board of Directors unless otherwise provided by the By-Laws of the corporation. The names and addresses of the initial Officers who shall serve until their successors are designated by the Board of Directors as follows:

William D. Koran	President
Wiley Horton	Vice-President
Leonard C. Costin	Secretary/Treasurer

The Directors and Officers may lawfully and properly exercise the powers of the corporation as herein set forth, notwithstanding the fact that some or all of them may have a direct or indirect interest in the entity or entities with whom the corporation enters into contractual agreements. Any agreements entered into by and between the corporation and any entities in which the Declarant or the Officers, Directors or Stockholders of Declarant have an interest shall be conclusively presumed to have been made and entered into by the Directors and Officers of this corporation in the valid exercise of their lawful authority.

ARTICLE VIII

BY-LAWS

The first By-Laws of the corporation shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided in said By-Laws.

ARTICLE IX

MERGERS AND CONSOLIDATION

Subject to any applicable laws of the state of Florida, the corporation may participate in mergers and consolidations with other non-profit corporations organized for purposes similar to the purposes for which this corporation was organized.

ARTICLE X

DISSOLUTION

The Association may be dissolved only with the assent given in writing and signed by the members entitled to cast eighty percent (80%)

of each class of its membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval on dissolution pursuant to Florida Statutes 617.05.

ARTICLE XI

DURATION

The corporation shall exist perpetually.

ARTICLE XII

AMENDMENTS

Amendment of these Articles may be proposed by any member, but an amendment shall take effect only upon the assent of Eighty percent (80)% of each class of membership.


ARTICLE XIII

SUBSCRIBERS

The name and residence of the subscriber of these Articles of Incorporation is as follows:

Leonard C. Costin 1381 Cross Creek Way
Tallahassee, Florida

IN WITNESS WHEREOF, the undersigned subscriber has hereunto set his hand and seal this 21st day of August, 1985.



Leonard C. Costin

STATE OF FLORIDA
COUNTY OF GULF

I HEREBY CERTIFY that on this day, before me, Notary Public duly authorized in the state and County named above to take acknowledgements, personally appeared Leonard C. Costin, to be known to be the person described in and who executed the foregoing Articles of Incorporation, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal in the State and County named above this 21st day of August, 1985.



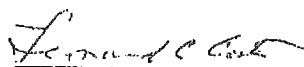
NOTARY PUBLIC

Notary Public, State of Florida
My Commission Expires Sept. 8, 1989
Bonded thru [unclear] Insurance [unclear]

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED.

That Cape Plantation Homeowner Association, Inc. is a nonprofit corporation desiring to organize under the laws of the State of Florida, with its principal office located at 1381 Cross Creek Way, Tallahassee, Florida 32301, as indicated in the Articles of Incorporation, has named Leonard C. Costin, located at 1381 Cross Creek Way, Tallahassee, Florida 32301, as its Resident Agent to accept service of process within this State.

Having been named to accept service of process for the above-stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.



Leonard C. Costin
Resident Agent

ARTICLES OF INCORPORATION

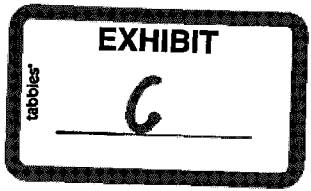
CAPE PLANTATION HOMEOWNERS ASSOCIATION INC.

EXHIBIT A

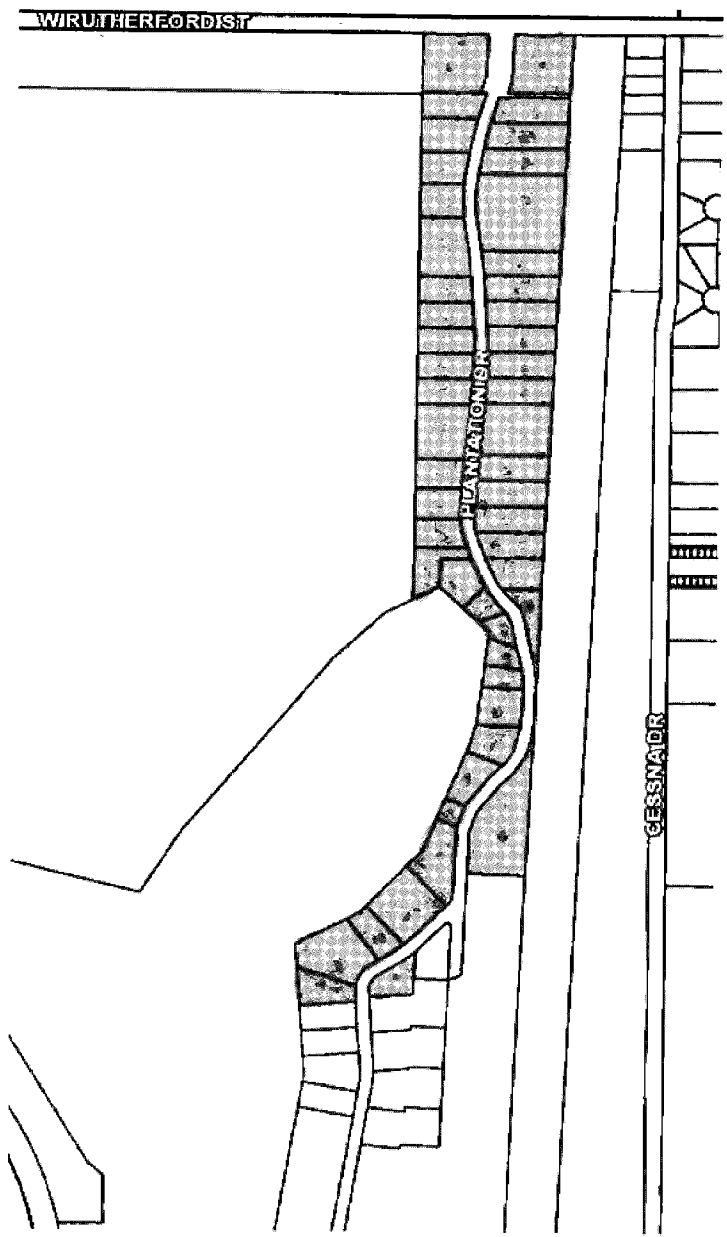
An unrecorded subdivision of a portion of section 25, township B south, Range II west, Gulf County, Florida and being more particularly described as follows:

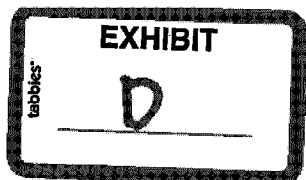
Commencing at the NE corner of section 25, township B south, range II west; Thence south (assumed) along the east line of said section 25 for 32, 32 feet to a concrete monument on the south right-of-way line of west Rutherford road (66 Feet as wide as occupied); Thence 5.89 42'30" W. Along said right-of-way line 399.66 feet for the point of beginning; Thence S. 2 26' 47" W. 2646.41 feet; Thence N, 87 33' 13" W. 214.66 Feet; Thence N. 7 12'50"E. 296.62 feet to a concrete monument; Thence N. 49 36' 00"W. 263.28 Feet to a concrete monument; Thence S. 63, 28' 45" W. 111.38 Feet to a concrete monument; Thence North 2216.66 Feet to an iron rod on the south right-of-way line of said Rutherford Road; Thence N. 89 42' 30"E. along said right-of-way line for 590.34 feet to the point of beginning, (new description).

Containing 29.669 acres, more or less.



**GRAPHIC DEPICTION OF PROPERTY TO BE GOVERNED BY
REVITALIZED AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CAPE PLANTATION**





Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

July 22, 2022

Julia L. Steiner, Esq.
Burg Law Firm, P.A.
215 Harrison Ave.
Panama City Beach, FL 32401

**Re: Cape Plantation Homeowners' Association, Inc., Approval;
Determination Number: 22125**

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 Cape Plantation Homeowners' 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,

A handwritten signature in black ink, appearing to read "James D. Stansbury". The signature is written in a cursive style with a large, looping initial "J".

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

JDS/bp

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

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

Julia L. Steiner, Esq.
July 22, 2022
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.