



Port Antigua Property Owner's Association  
P. O. Box 1049 - Islamorada, Florida 33036

# **PROPERTY OWNERS MANUAL**

Revised & Reprinted  
November 2001

# Port Antigua Property Owners Association

Post Office Box 1049 - Islamorada, Florida 33036

November 2001

To: The members of Port Antigua:

The Board of Directors is pleased to present to you the 2001 revision of our Port Antigua Property Owners Manual. The purpose of this revision is to provide our Declaration of Covenants, our Articles of Incorporation, and our Bylaws in a more user friendly format. It was also important to add the Rules of the Association which were overwhelmingly passed by our entire membership in the spring of this year. For those who wish to build a new home or make major exterior changes in an existing home, the approvals required by Port Antigua are now found in a separate section. Our fees are now listed altogether in their own fee schedule. Finally, an Enforcement section has been added. The enforcement procedure was adopted by the Board of Directors to assist in its fiduciary responsibility to ensure that all members of Port Antigua can live harmoniously under the regulations found herein.

You are urged to read this manual and become familiar with its contents. Should you have any questions or concerns, we of the board will be more than happy to speak with you.

Very truly yours,

Board of Directors  
Port Antigua Property Owners Assoc.

## INDEX

<b>Declaration of Covenants &amp; Restrictions</b>	<b>1-12A</b>
<b>By-Laws</b>	<b>1-12B</b>
<b>Articles of Incorporation</b>	<b>1-4C</b>
<b>Rules of the Association</b>	<b>1D</b>
<b>Enforcement</b>	<b>1-3E</b>
<b>Fee Schedule</b>	<b>1F</b>
<b>Approvals Required</b>	<b>1-6G</b>



# **Declaration of Covenants and Restrictions**

# PORT ANTIGUA

## *A Development By The Branigar Organization, Inc., Extract of Recorded Declaration of Covenants and Restrictions*

This declaration made by \_\_\_\_\_  
the BRANIGAR ORGANIZATION, INC., an Illinois Corporation duly qualified in Florida, hereinafter called "Developer".

### WITNESSETH:

WHEREAS, Developer is engaged in developing the real estate described in Article 11 of this Declaration; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the Development and for the maintenance of the beach front tract; and to this end desires to subject the real property described in Article 11 to the covenants, restrictions, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, The Developer has deemed it desirable for the efficient preservation of the values and amenities in the Development to create an entity to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities in the Development and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and Charges hereinafter created; and

WHEREAS, Developer has incorporated or hereafter will incorporate under the laws of the State of Florida, as a non-profit corporation, Port Antigua Property Owners' Association for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article 11, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

## ARTICLE I Definitions

SECTION 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "Association" shall mean and refer to Port Antigua Property Owners' Association, its successors and assigns.

(b) "The Properties" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article 11 hereof.

(c) "Common Properties" shall mean and refer to beach front tracts of land shown on any recorded subdivision plat of the properties designated as "Tract" followed by an alphabetical letter and intended to be devoted to the common use and enjoyment of the owners of the properties; any area shown on any recorded subdivision plat of the properties designated "Canal"; and any other property conveyed to the Association by the Developer for the common use and enjoyment of the owners of the properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of common properties as heretofore defined.

(e) "Beach front tract" shall mean any area on any recorded subdivision plat of the properties designated as "Tract" followed by an alphabetical letter.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title of any lot situated upon the properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosures.

(g) "Member" shall mean and refer to all those owners who are members of the Association as provided in Article IV, Section 1 hereof.

(h) "Voluntary member" shall mean and refer to all those owners who are members of the Association as provided in Article IV, Section 1 hereof.

(i) "Single family" shall mean one or more persons each related to the other by blood, marriage or adoption, or a group of not more than three persons not so related, together with his or her domestic servants, maintaining a common household.

(j) "Lot line" shall mean any boundary of a lot.

(k) "Living area" shall mean that portion of a dwelling which is enclosed and customarily used for dwelling purposes, but shall not include (except as otherwise herein stated) open porches, open terraces, breezeways, attached garages, car ports or accessory buildings.

(D)“Structure” shall mean anything erected or constructed, the use of which requires more or less permanent location on or in the ground or attached to something having a permanent location on or in the ground.

## **ARTICLE II**

### **Property Subject to This Declaration**

**SECTION 1. Property.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is situated in Monroe County, Florida, and described as follows, to wit:

Lots 47 to 331, both inclusive, in Port Antigua, Plats No.2, 3-4, and 5-6, subdivisions in Monroe County, Florida, according to the plats thereof recorded in the Office of the Recorder of Deeds of Monroe County, Florida.

## **ARTICLE III**

### **General Restrictions**

**SECTION 1. Land Use and Building Type.** All lots on any recorded subdivision plat of the properties which are designated with a numeral (without prefix) shall be used for private residence purposes only, except that, subject to any applicable zoning restrictions and to approval of the Architectural Control Committee as provided in Article VII, the Developer may authorize improvement of Lots 47, 48, 49, 145, 146, 147, 148, 149, 150, 201, 202, 203 and 326 with condominium or apartment structures of not more than two stories in height and containing not more than four dwelling units; likewise Developer may authorize improvement of Lots 327 through 331, both inclusive, with condominium or apartment structures, the size of which will not exceed the restrictions outlined by Monroe County Health Department at the time of building. No structure, except as specifically authorized elsewhere in this Declaration, shall be erected or maintained on a lot except one dwelling designed for occupancy by a single family, a private garage and or boat house and dock for the sole use of the owners or occupants. No structure shall be erected prior to construction of a residence. No other structures may be erected except in such manner and location as hereinafter provided or as provided in writing by the Association.

**SECTION 2. Building Grade.** The finished grade of any lot shall be uniform with and similar to the grades of adjacent lots.

**SECTION 3. Building Size and Location on Lot.** No single family residence shall be erected having a living area of less than 950 square feet on living area level. The outside of such building shall be completed within one year of

commencement. Such building shall be set back from the front lot line a distance of 25 feet and from the side lot lines a distance of not less than 4 feet.\*A corner lot shall be deemed to front on the street of which it has the shortest street frontage. No portion of a building erected on a corner lot shall be closer to any street lot line than 15 feet, except that open car ports may be 5 feet from a side lot line.

\*Superceded by law

**SECTION 4. Resubdivision.** No lot shall be resubdivided

**SECTION 5. Floor Level Height.** The underside floor level of the living area of each residential structure shall be not less than 12 feet above mean high water level.

**SECTION 6. Bulkheading.** No residential structure shall be erected on any lot until the water frontage of such lot has been bulkheaded in accordance with design specifications approved by Developer or the Association. Notwithstanding any bulkheading design specifications imposed on any other lots in this subdivision, Lots 262 through 282, both inclusive need be bulkheaded only with respect to the portion of the frontage of each lot intended to be used for docking accommodations. With respect to all lots in the subdivision, no dock shall extend more than 5 feet from any bulkhead into any canal.

**SECTION 7. Sewage.** All sewage disposal shall be effected through an efficient septic tank, cesspool or other accepted sewage disposal system approved by Developer or the Association. (Superceded by law)

**SECTION 8. Nuisances.** There shall not be created or permitted to exist on any part of any lot any dumping ground, accumulation of debris, exposed garbage or any foul smelling matter whatsoever.

**SECTION 9. Easements.** Easements for utility installation and maintenance are reserved as shown on the recorded plat. In addition, the Developer, for itself, its successors and assigns, hereby reserves an easement over, across and under the front 6 feet of each lot for the purpose of installing and maintaining underground utilities.

**SECTION 10. Deviation By Agreement With The Association.** Developer hereby grants and gives the Association, its successors and assigns the right to enter into agreements with the grantee of any lot or lots without the consent of grantees of other lots to deviate from any of the covenants set forth in this Article III for reasons of practical difficulties or particular hardships. Any such deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such covenant as to other lots.

**ARTICLE IV**  
**Membership and Voting Right in the Association**

**SECTION 1. Membership.** Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of the obligation shall not be a member. Every owner of a lot in Port Antigua, Plat No. 1, a subdivision in Monroe County, Florida, according to the recorded plat thereof, may become a voluntary member by making application for membership in accordance with the provisions of the by-laws of the Association and agreeing to be bound by the articles, by-laws, rules and regulations of the Association, including provisions relating to assessments. The rights and obligations of voluntary members shall be equal to those of member

**SECTION 2. Voting Rights.** The Association shall have two classes of voting members:

**CLASS A.** Class A members shall be all those persons who are members as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any lot, all such persons shall be members and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

**Class B.** Class B members shall be the Developer. The Class B member shall be entitled to three votes for each lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever occurs first:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

(b) January 1, 1975.

From and after the happening of either of these events, whichever occurs first, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot in which it holds the interest required for membership under Section 1.

**ARTICLE V**  
**Property Rights in the Common Property**

**SECTION 1. Members' Easements of Enjoyment.** Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common property, and such easement shall be appurtenant to and shall pass with the title to every lot.

**SECTION 2. Title to Common Property.** The Developer may retain the legal title to the common properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns that it shall convey the common property to the Association free and clear of all liens and encumbrances not later than January 1, 1975.

**SECTION 3. Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Developer and of the Association to prescribe reasonable rules and regulations for the use of the common property.
- (b) The right of the Association as prescribed in its articles and by-laws to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid and for any period not to exceed, 30 days for any infraction of its published rules and regulations.
- (c) The right of the Association to charge reasonable admission and other fees for the use of the common properties if amounts received from assessments are insufficient for the maintenance and upkeep thereof or any improvements made thereon.
- (d) The right of the Association to dedicate or transfer all or any part of the common property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association in accordance with its articles and by-laws.
- (e) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

(f) The right of the Developer and/or the Association, its successors and assigns, to construct on, over and under the Common Properties and to maintain water, electric, gas, telephone, sanitary disposal system and other utility facilities to serve The Properties or portions thereof and to grant easements to others in such regard.

## ARTICLE VI Covenant for Maintenance Assessments

**SECTION 1. CREATION of the LIEN and Personal Obligation of Assessments.** The Developer for each Lot owned by it within The Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon The Property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**SECTION 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and, in particular, for the maintenance of and related to the use and enjoyment of the Common Properties including, but not limited to, the payment of taxes and insurance thereon and for the cost of labor, equipment, materials, management and supervision thereof.

**SECTION 3. Basis and Maximum of Annual Assessments.** The annual assessment shall be \$\_\_\_\_\_ \* per Lot. From and after January 1, 1975, the annual assessment may be increased by vote of the members, as hereinafter provided, for the next succeeding three years and at the end of each such period of three years for each succeeding period of three years. \*(see fee schedule)

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

**SECTION 4. Change in Basis and Maximum of Annual Assessments.** Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by the Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**SECTION 5. Quorum for Any Action Authorized Under Section 4.** The quorum required for any action authorized by Section 4 hereof shall be as follows:

At the first meeting called, as provided in Section 4 hereof, the presence at the meeting of member, or of proxies, entitled to cast sixty (60) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**SECTION 6. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement, but in any event not before January 1, 1972.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to The Properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

**SECTION 7. 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 at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association, upon demand and payment of a service fee of not more than \$10.00, shall at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**SECTION 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association.** If the assessments are not paid on the date when due (being the dates specified in Section 6 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 7% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing the filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

**SECTION 9. Subordination of the Lien to Mortgages.** The lien for the assessments provided for herein shall be subordinated to the lien of any mortgage or mortgages now or thereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

**SECTION 10. Exempt Property.** The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to the public use; (b) all Common Properties as defined in Article 1, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## **ARTICLE VII**

### **Architectural Control Committee**

**SECTION 1. Review by Committee.** No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location and grade of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer or the Board of Directors the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Developer or Board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event if no suit to enjoin title addition, alteration or change has been commenced prior to the completion thereof, approval will not be required' and this Article will be deemed to have been fully complied with. At the discretion of the Developer or Committee, a filing fee of \$\_\_\_\_\_ \* shall accompany the submission of such plans to defray expenses. No additional fee shall be required for resubmission of plans revised in accordance with committee recommendations.

\*See fee schedule



# Port Antigua

PROPERTY OWNERS ASSOCIATION, INC.

P. O. Box 1049  
Islamorada, Florida 33036

## ARCHITECTURAL CONTROL COMMITTEE

Promulgation of rules pertaining to the construction of fences in Port Antigua, Islamorada, Florida.

1. The provisions of Article VII, section 1 of the Declaration of Covenants and Restrictions of the Port Antigua Property Owners Association will be strictly adhered to.
2. No fence will exceed four (4) feet in height at any point.
3. No fence will restrict the flow of air or will limit visibility through it at any point. No stockade or wooden slat fence will be permitted.
4. No fence will be allowed to be constructed closer than twelve (12) feet to the canal bulkhead at any point on the property.
5. No fence will be allowed to extend beyond the front or street side(s) of the house at any point on the property.
6. No fence will be allowed to be constructed closer than eighteen (18) inches to any side property line of the property so that landscaping can be planted. Said landscaping will be required and will be determined in nature and extent by the Architectural Control Committee.
7. Any fence, if approved for construction by the Architectural Control Committee or Board of Directors of the Port Antigua Property Owners Association, will be erected and maintained in a professional and workman-like manner and will be pleasing to the eye and harmonious with the environment.
8. The Architectural Control Committee or Board of Directors of the Port Antigua Property Owners Association reserves the right to cause any fence to be altered or removed within sixty (60) days of completion of construction if it fails to meet any of the criteria set forth herein.

**ARTICLE VIII**  
**Amended Restrictive Covenants**

WHEREAS, Port Antigua Property Owners Association, Inc., is responsible for the maintenance and integrity of the residential subdivision known as Port Antigua Subdivision; and

WHEREAS, recent changes in the Monroe County Land Use Regulations and court decisions have raised the issue of residential versus commercial uses in residential subdivisions for short term rentals of single family homes; and

WHEREAS, certain residences within Port Antigua Subdivision have advertised for short term rentals through realtors and other organizations.

NOW, THEREFORE, be it resolved by the Port Antigua Property Owners Association, Inc. that:

1. The Deed Restrictions of Port Antigua Subdivision restrict the uses within the subdivision to residential uses for single families.
2. Residential use is defined as a primary use of a residence for residential purpose which specifically excludes transient uses.

THEREFORE, commercial short term rentals of houses in Port Antigua Subdivision are hereby declared to be not residential uses but are commercial *uses* of otherwise residential property. It is hereby resolved that any rental of a residence within Port Antigua Subdivision of less than ninety (90) days is hereby determined to be a transient rental for commercial purposes and is in violation of the Deed Restrictions regarding single family residential use.

The Board of Directors for Port Antigua Property Owners Association, Inc., is hereby authorized to take whatever steps necessary, including initiating legal action to enjoin or prohibit any short term transient or commercial use of residences with Port Antigua Subdivision.

This resolution passed by a vote of 179 to 34 by a vote of the Membership at a meeting of the Board of Directors held on September 15, 1989.

**ARTICLE IX**  
**General Provisions**

**SECTION 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, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of 20 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 has been recorded agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

**SECTION 2. Notices.** 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 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.

**SECTION 3. Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**SECTION 4. Severability.** Invalidation of any one of these covenants or restrictions by judgement or court order shall not affect any other provisions which shall remain in full force and effect.



# **By-Laws**

**BY- LAWS**  
**ARTICLE I**  
**Definitions**

**SECTION 1.** "Association" shall mean and refer to Port Antigua Property Owners' Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida.

**SECTION 2.** "The Properties" shall mean and refer to all existing properties and such additions thereto as may hereafter be brought within the jurisdiction of the Association, as provided in Article V, Section 2, herein.

**SECTION 3.** "Common Properties" shall mean and refer to beach front tracts of land shown on any recorded subdivision plat of the properties designated as "Tract" followed by an alphabetical letter and intended to be devoted to the common use and enjoyment of the owners of the properties; any area shown on any recorded subdivision plat of the properties designated "Canal"; and any other property conveyed to the Association by the Developer for the common use and enjoyment of the owners of the properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties.

**ARTICLE II**  
**Membership**

**SECTION 1.** Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Every owner of a lot in Port Antigua, Plat No. 1, a subdivision in Monroe County, Florida according to the recorded plat thereof, may become a voluntary member by making application for membership in accordance with the provisions of the by-laws of the Association and agreeing to be bound by the articles, by-laws, rules and regulations of the Association including provisions relating to assessments. The rights and obligations of voluntary members shall be equal to those of members.

**SECTION 2.** The rights of membership are subject to the payment of annual assessments levied by the Association, the obligation of which assessment is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by Article VI, Section 8 of the Declaration of Covenants and Restrictions to which The Properties are subject and recorded in the public records of Monroe County, Florida.

**SECTION 3.** The membership rights of any person whose interest in the Properties is subject to assessments under Article II, Section 2 whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon, as provided in Article V, Section 3b, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

### **ARTICLE III**

#### **Voting Rights**

**SECTION 1.** The voting rights of members are as set forth in Article IV, Section 2, of the Declaration of Covenants and Restrictions.

### **ARTICLE IV**

#### **Property Rights and Rights of Enjoyment of Common Property**

**SECTION 1.** Each member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided by deed of dedication and Article V, Declaration of Covenants and Restrictions, applicable to The Properties.

**SECTION 2.** Any member may delegate his rights of enjoyment in the Common Properties and facilities to the members of his family who reside upon The Properties or to any of his tenants who reside thereon under a leasehold interest for a term of not less than 90 days. Such member shall notify the secretary in writing of the name of any such person and of the relationship of the member to such person and pay to the Association a usefee equivalent to the then current annual assessment. The rights and privileges of such person are subject to suspension under Article II, Section 3, to the same extent as those of the member.

### **ARTICLE V**

#### **Association Purposes and Powers**

**SECTION 1.** The Association has been organized for the purposes as set forth in Article II of the Articles of Incorporation, a copy of which is filed with these by-laws.

**SECTION 2.** Additions to The Properties described in Article II of the Articles of Incorporation may be made only in accordance with the applicable provisions of the Declaration of Covenants and Restrictions.

**SECTION 3.** Subject to the applicable provisions of the Declaration of Covenants and Restrictions, and to the extent provided by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes as provided in Article XI of the Articles of Incorporation.

**SECTION 4.** The right of the corporation to incur indebtedness and mortgage its properties shall be limited as set forth in Article IX of the Articles of Incorporation.

**SECTION 5.** The corporation shall have power to dispose of its real properties only as authorized by the applicable provisions of the Declaration of Covenants and Restrictions.

## **ARTICLE VI**

### **Board of Directors**

**SECTION 1.** The affairs of the corporation shall be managed by a Board of Directors. The first Board of Directors shall serve until their successors shall have been elected and qualify. Beginning with the annual meeting to be held on the fourth Saturday of April, 1974, the number of Directors shall be increased to nine and elected by the members, three of whom shall be elected to serve for one year, three for two years and three for three years. At each annual meeting thereafter, the members shall elect three directors each to serve for a term of three years.

**SECTION 2.** Vacancies in the Board of Directors shall be filled by the majority of remaining Directors, any such appointed Director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

**SECTION 3.** Managing Director -The Board, at its discretion, may hire a Managing Director. That Managing Director must be licensed under the prevailing laws of the State of Florida.

## **ARTICLE VII**

### **Election of Directors; Nominating Committee; Election Committee**

**SECTION 1.** Election to the Board of Directors shall be by written ballot as

hereinafter provided. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to The Properties. The names receiving the largest number of votes shall be elected.

**SECTION 2.** Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association.

**SECTION 3.** The Nominating Committee shall consist of a chairman who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

**SECTION 4.** The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members as the Committee in its discretion shall determine. Nominations shall be placed on a written ballot as provided in Section 5, and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to members.

**SECTION 5.** All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain a space for a write-in vote by the members for each vacancy. Such ballots shall be prepared and mailed by the secretary to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

**SECTION 6.** Each member shall receive one ballot for each unit owned. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the members shall be advised that, because of the verification procedures of Section 7, the inclusion of more than one ballot in anyone "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the member or his proxy, the number of ballots being

returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the secretary at the address stated in the ballot transmittal.

**SECTION 7.** Upon receipt of each return, the secretary shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist of five members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall:

(a) Establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the member or his proxy identified on the outside envelope containing them: and

(b) That the signature of the member or his proxy on the outside envelope is genuine; and

(c) If the vote is by proxy that a proxy has been filed with the secretary as provided in Article XIII, Section 2, herein and that such proxy is valid. Such procedure shall be taken in such manner that the vote of any member or his proxy shall not be disclosed to anyone, even the Election Committee. The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelope and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results unless a review of the procedure is demanded by the members present, the ballots and the outside envelopes shall be destroyed.

## **ARTICLE VIII**

### **Powers and Duties of the Board of Directors**

**SECTION 1.** The Board of Directors shall have power:

(a) To call a special meeting of the members whenever it deems necessary and it shall call at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article XII, Section 2.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these by-laws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.

(c)To establish, levy and assess, and collect the assessments or charges referred to in Article II, Section 2.

(d)To adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the members and their guests thereon.

(e)To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the covenants.

(f)In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

**SECTION 2.** It shall be the duty of the Board of Directors:

(a)To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one fourth (1/4) of the voting membership, as provided in Article XII, Section 2.

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

(c)As more fully provided in Article VI of the Declaration of Covenants and Restrictions applicable to The Properties:

(1)To fix the amount of the annual and special assessments against each unit for each assessment period at least thirty days in advance of such date or period and, at the same time;

(2)To prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;

(3)To send written notice of each assessment to every owner subject thereto.

(d)To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

**ARTICLE IX**  
**Directors' Meetings**

**SECTION 1.** A regular meeting of the Board of Directors shall be held on the third Friday of each month at 8:00 o'clock PM. provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

**SECTION 2.** Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

**SECTION 3.** Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two Directors after not less than seven (7) days' notice to each Director.

**SECTION 4.** The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting,

**SECTION 5.** Five members of the Board of Directors shall constitute a quorum thereof for all regularly called meetings.

No action of any kind can be taken by the Board of Directors without the affirmative vote of at least five members of the Board of Directors.

**SECTION 6.** Members in good standing may attend the Board of Directors meeting. If they wish to speak, they must notify the Secretary at least 48 hours in advance as to the subject matter. The board may limit each speaker to 5 minutes.

**ARTICLE X**  
**Officers**

**SECTION 1.** The officers shall be a president, a vice president, a secretary a treasurer. The president and the vice president shall be members of the Board of Directors.

**SECTION 2.** The officers shall be chosen by majority vote of the Directors.

**SECTION 3.** All officers shall hold office during the pleasure of the Board of Directors.

**SECTION 4.** The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

**SECTION 5.** The vice president shall, perform all the duties of the president in his absence.

**SECTION 6.** The secretary and/or managing director shall be *ex officio*, the secretary of the Board of Directors shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members.

**SECTION 7.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that is resolution of the Board of Directors shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the president or the vice president.

**SECTION 8.** The treasurer shall keep proper books of account and may cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

## **ARTICLE XI**

### **Committees**

**SECTION 1.** The standing committees of the Association shall be:

The Architectural Control Committee

The Financial Review Committee

The Legal and Community Communication Committee

The Maintenance Committee

The Nominations Committee

The Publicity Committee, Newsletter

The Recreation Committee

The Security Committee, Crime Watch

The Water Quality Committee

The committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

**SECTION 2.** The Architectural Control Committee shall have the duties and functions described in Article VII of the Declaration of Covenants and Restrictions applicable to the Properties. It shall watch for any proposals, programs or activities which may adversely affect the residential value of The Properties, and shall advise the Board of Directors regarding Association action on such matters.

**SECTION 3.** The Financial Review Committee shall supervise the annual review of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article X, Section 8. The Treasurer shall be an ex officio member of the committee.

**SECTION 4.** Legal and Community Communications Committee shall advise the Board of Directors as to any legislation of village, county, state or federal governments that may effect Port Antigua and communicate necessary action to our members.

**SECTION 5.** The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

**SECTION 6.** The Nominations Committee shall have the duties and functions described in Article VII.

**SECTION 7.** The Publicity Committee shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association. This committee will also publish and distribute a periodic newsletter to all members at the discretion of the Board of Directors.

**SECTION 8.** The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

**SECTION 9.** The Security Committee shall advise the Board of Directors on all matters pertaining to the security of the neighborhood. It will also be responsible for the Crime Watch program and maintaining emergency contacts for all residents, and shall perform such other functions as the Board, in its discretion, deems necessary.

**SECTION 10.** The Water Quality Committee shall advise the Board of Directors on all matters pertaining to the water quality of our canal system and sewage systems. It shall oversee regular testing of our canals and shall perform such other functions as the Board, in its discretion, deems necessary.

**SECTION 11.** With the exception of the Nominations Committee and the Architectural Control Committee, each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

**SECTION 12.** It shall be the duty of each committee to receive complaints from members of any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

## **ARTICLE XII**

### **Meetings of Members**

**SECTION 1.** The regular annual meeting of the members shall be held in April each year.

**SECTION 2.** Special meetings of the members for any purpose may be called at any time by the president, the vice president, the secretary or treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth (1/4) of all of the votes of the entire membership.

**SECTION 3.** Notice of any meetings shall be given to the members by the secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the corporation. Each member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least fourteen (14) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VII or any action governed by the articles of Incorporation or by the covenants applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

**SECTION 4.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action governed by these by-laws. Any action governed by the Articles of Incorporation or by the covenants applicable to the Properties shall require a quorum as therein provided.

### **ARTICLE XIII**

#### **Proxies**

**SECTION 1.** At all corporate meetings of members, each member may vote in person or by proxy.

**SECTION 2.** All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his home or other interest in The Properties.

### **ARTICLE XIV**

#### **Books and Papers**

**SECTION 1.** The books, records and papers of the Association shall at all times, with reasonable notice, be subject to the inspection of any member.

### **ARTICLE XV**

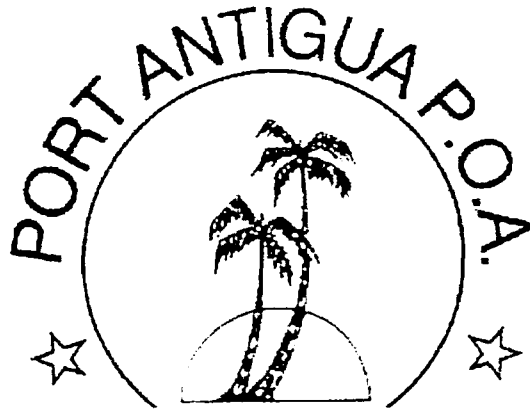
#### **Corporate Seal**

**SECTION 1.** The Association shall have a seal in circular form having within its circumference the words: "Port Antigua Property Owners' Association, Inc."

**ARTICLE XVI**  
**Amendments**

**SECTION 1.** These by-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, provided that those provisions of these by-laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the covenants and restrictions applicable to The Properties may not be amended except as provided in such covenants and restrictions.

**SECTION 2.** In the case of any conflict between the Articles of Incorporation and these by-laws, the articles of Incorporation shall control; and in the case of any conflict between the covenants and restrictions applicable to The Properties referred to in Section 1 and these by-laws, the covenants and restrictions shall control.



# **Articles of Incorporation**

**ARTICLE I**  
**Name of the Corporation**

Port Antigua Property Owners' Association, Inc.

**ARTICLE II**  
**Purposes of the Corporation**

The corporation does not contemplate pecuniary gain or profit, direct or indirect, to its members. The purposes for which it is formed are:  
To promote the health, safety, and welfare of the residents within all lots in Port Antigua, Plats 1, 2, 3, 4, 5 and 6, a subdivision in Monroe County, Florida, in accordance with the plats thereof recorded with the Recorder of Deeds of Monroe County, hereafter referred to as "The Properties", and for this purpose to own, acquire, build, operate and maintain recreation areas or parks, playgrounds, swimming pools, commons, streets, footways, including buildings, structures, personal properties incident thereto, hereafter referred to as "The Common Properties", pay any taxes assessed with respect thereto, provide any services normally provided by municipalities such as fire and police protection, enforce any and all covenants and restrictions applicable to The Properties and, insofar as permitted by law, do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

**ARTICLE III**  
**Members**

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of the obligation shall not be a member. Every owner of a lot in Port Antigua, Plat No. 1, a subdivision in Monroe County, Florida, according to the recorded plat thereof, may become a voluntary member by making application for membership in accordance with the provisions of the by-laws of the Association and agreeing to be bound by the articles, by-laws, rules and regulations of the Association, including provisions relating to assessments. The rights and obligations of voluntary members shall be equal to those of members.

**ARTICLE IV**  
**Duration of the Corporation**  
Perpetual.

**ARTICLE V**  
**Subscribers**

George Mills, Frederick D. Willey, Joseph T. Cesario all of Irving  
Park & Medinah Roads, Medinah, Illinois.

**ARTICLE VI**  
**Board of Directors**

The affairs of the corporation shall be managed by a Board of Directors who need not be members of the corporation. The first Board of Directors shall serve until their successors shall have been elected and qualify. Beginning with the annual meeting to be held on the second Saturday of April, 1974, the number of Directors shall be increased to nine and elected by the members, three of whom shall be elected to serve for one year, three for two years and three for three years. At each annual meeting thereafter, the members shall elect three directors each to serve for a term of three years.

**ARTICLE VII**  
**First Directors**

The first directors shall be three in number and shall serve until their successors shall have been elected and qualify. The first directors are:  
George Mills, Irving Park & Medinah Roads, Medinah, IL.  
Frederick D. Willey, Irving Park & Medinah Roads, Medinah, IL.  
Joseph T. Cesario, Irving Park & Medinah Roads, Medinah, IL.

**ARTICLE VIII**  
**By-Laws**

The board of directors may adopt, alter or rescind by-laws of the corporation.

**ARTICLE IX**  
**Mortgages: Other Indebtedness**

The corporation shall have power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties.

The total debts of the corporation including the principal amount of such mortgages, outstanding at anytime, shall not exceed the total of two years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**ARTICLE X**  
**Quorum for any Action Governed by**  
**Article IX of These Articles**

The quorum required for any action governed by Article IX of these Articles shall be as follows:

At the first meeting duly called as provided therein, the presence of members, or of proxies, entitled to cast sixty (60) per cent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in said Articles, and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

**ARTICLE XI**  
**Dedication of Properties of Transfer**  
**of Function to Public Agency or Utility**

The corporation shall have power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

**ARTICLE XII**  
**Dissolution**

The corporation may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds of each class of its membership. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with Article XIII hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

**ARTICLE XIII**  
**Disposition of Assets Upon Dissolution**

Upon dissolution of the corporation, the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. 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 purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

**ARTICLE XIV**  
**Amendments**

These Articles may be amended in accordance with the law, provided that the voting and quorum requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provision, and provided further that no amendment shall be effective to impair or dilute any rights of members that are governed by the recorded covenants and restrictions applicable to The Properties (as, for example, membership and voting rights) which are part of the property interests created thereby.



# **Rules of the Association**

**PORT ANTIGUA PROPERTY OWNERS ASSOCIATION  
ADDITIONAL RULES\***

1. HOMEOWNERS AND GUESTS SHALL OBSERVE "QUIET HOURS" FROM 11 PM UNTIL 7 AM EACH DAY.
2. WATERCRAFT USING PORT ANTIGUA CANALS MUST OPERATE AT IDLE SPEED AT ALL TIMES.
3. EXTERIORS OF HOME STRUCTURES AND YARDS SHALL BE KEPT IN GOOD REPAIR AND MAINTENANCE SO AS TO MAINTAIN ARCHITECTURAL, AESTHETIC AND CONTEXTUAL HARMONY WITH EXISTING ADJOINING HOMES AND YARDS.
4. GRASS AND WEEDS SHALL NOT EXCEED A HEIGHT OF 12 INCHES.
5. TRASH, BUILDING MATERIALS, OR DEBRIS SHALL BE PROMPTLY REMOVED FROM ALL PROPERTY.
6. NO FISH, LOBSTER CARCASSES, OR LANDSCAPING DEBRIS, OR OTHER FORMS OF TRASH SHALL BE DISCARDED IN PORT ANTIGUA CANALS.
7. OVERNIGHT PARKING OR STORAGE OF ANY VEHICLE OR BOAT TRAILER IS PROHIBITED ON ANY VACANT LOT.
8. STORED BOATS OR RECREATION VEHICLES SHALL BE PARKED IN THE LEAST VISIBLE LOCATION AVAILABLE.
9. NO HOMEOWNER SHALL OPERATE A COMMERCIAL OPERATION OPEN TO THE PUBLIC ON PORT ANTIGUA PROPERTY.
10. ALL DOCKS ON PORT ANTIGUA PROPERTY SHALL BE FOR THE SOLE USE OF THE OWNER, AND SHALL HAVE NO LIVE ABOARDS.
11. NO RECREATION VEHICLES PARKED IN PORT ANTIGUA MAY BE USED AS LIVING QUARTERS.
12. HOMEOWNERS SHALL REMOVE ANY PALM TREES ON THEIR LOT WHICH EXHIBIT SIGNS OF LETHAL YELLOWING TO PREVENT CONTAGIOUS SPREADING OF THE DISEASE TO OTHER PORT ANTIGUA PROPERTIES.

\*These rules were approved by a vote of the membership on March 15, 2001.



# **Enforcement**

**ENFORCEMENT RESOLUTION**  
**PORT ANTIGUA PROPERTY OWNERS**  
**ASSOCIATION**

**POLICY RESOLUTION #1**

**ENFORCEMENT**

**WHEREAS**, Section 1 of the By-laws grants the Board of Directors with the power to conduct Association business, and to protect community harmony by providing guidelines and a procedure for addressing conditions that disrupt that harmony;

**LET IT BE RESOLVED THAT** the following enforcement procedures will be followed:

1. The Board of Directors is authorized to enforce the Port Antigua Property Owners Manual.
  
2. Violations are to be reported to the Board of Directors in writing and signed by the complainant. The complaint will be investigated as soon as possible.
  
3. If the report of violation is accurate, written notice will be sent to the Owner. The first notice of the violation will be regarded as a warning, unless otherwise stipulated in the Association Rules.
  
4. If, after 10 days, a second written complaint is received, or if the violation is not cleared or is repeated, a second notice will be sent notifying the Owner that action will be taken if the violation is not cleared immediately.

**APPEAL PROCESS**

Any Owner receiving a Violation Notice who believes no violation occurred, may submit a written explanation to the Board of Directors. The owner will be given an opportunity for a hearing.

SENT VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED  
FIRST NOTICE

Date

Name and Address

RE: Violation of the Port Antigua Property Owners Association Manual  
For Port Antigua Subdivision - LOT\_\_\_\_\_,Block \_\_\_\_

Dear\_\_\_\_\_:

It has been brought to the attention of the Board of Directors for PAPOA that the following activity has occurred on your property:

The purpose of this letter is to notify you that you are in violation of the Port Antigua Property Owners Association Manual.

Please contact the Port Antigua Board of Directors within 10 days receipt of this letter to address this issue.

Sincerely,

Port Antigua Property Owners Association

SENT VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED  
FINAL NOTICE

Date

Name and Address

RE: Violation For Port Antigua Subdivision - LOT\_\_\_\_\_, Block\_\_\_\_\_.

Dear\_\_\_\_\_:

On\_\_\_\_\_, we sent you a letter informing you of a violation on your property. To date, we have not received a response from you.

The purpose of this letter is to provide **final notice** that you are in violation of

Our Attorney of Record will contact you to discuss this matter and determine the appropriate remedy. In the event litigation becomes necessary, please be advised that you will be held responsible for all attorneys fees and costs incurred by the Association regarding enforcement action related to this matter.

Port Antigua Property Owners Association

bcc: PAPOA Attorney Of Record

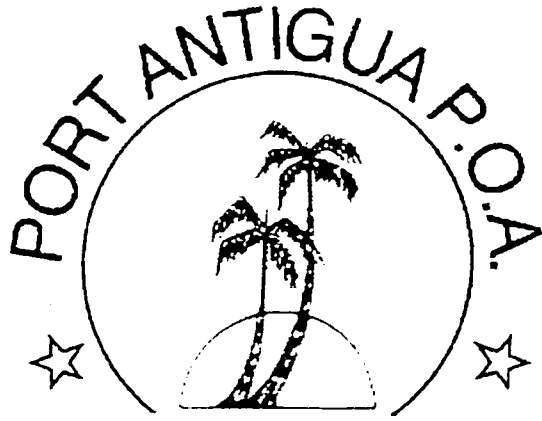


# **Fee Schedule**

## Fee Schedule\*

Annual Association Membership Dues .....	\$300
(Paid yearly between Jan. 1 - Mar. 31)	
User Fee (assessed to each rented home equal to annual assesment for each rental period) .....	\$300
Annual Mowing Fee for Vacant Lots .....	\$180
(Based on 12 mowings @ \$15 per cut)	
Architectural Review Filing Fee .....	\$125
(Due when submitting plans for new construction)	
Construction Clean-up Fee .....	\$1,000
(Deposited before construction begins, refundable after inspection and C.O. obtained)	
Boat Ramp Key (if dues are paid may be issued) .....	\$25
Boat Ramp Key (replacement if lost) .....	\$50
Interest of 7% per year assessed for delinquent dues, mowing fees, & rental user fees.	

\*Fee rates as of 2001



**Approvals  
Required**

**APPROVALS REQUIRED PRIOR TO ERECTION  
OF STRUCTURES AT PORT ANTIGUA,  
ISLAMORADA, FLORIDA**

The following procedures must be followed when you decide to build on your lot and are designed to protect each member's investment in the Port Antigua Property Owners' Association in compliance with the laws of the State of Florida as well as the Florida Building Code, Monroe County, and Village of Islamaorada. No structure, except as specifically authorized, shall be erected or maintained on a lot except one dwelling designed for occupancy by a single family, a private garage and or boat house and dock for the sole use of the owners or occupants. No structure shall be erected prior to construction of a residence.

**Submission of Building, Plot and Sewage Disposal Plans Application** and two copies of proposed (as build) building plans, and specifications, scale 1/4"=1", prepared by an architect, engineer, builder or other competent person, must be presented to the Owners' Association at least thirty days in advance of construction. The applicant's check for a filing fee of \$\_\_\_\* should accompany these plans and be made payable to PAPOA, Inc. These plans should be mailed to P.O. Box 1049, Islamorada, Florida 33036.

Plans must include a dimensioned floor plan layout and elevation plans above and below grade for all sides of the structure with cross sections as well as specifications and plot plan designating front, rear and side lot line setbacks showing driveway location. Finish floor elevation must be shown and be related to mean high water datum in Florida Bay

Exterior shall be CBS construction on the walls and exterior colors must be specified.

The livable area of your home must be at least 950 square feet. The following is considered not to be livable area: ceiling heights of less than 5 feet 0 inches, finish floor elevations of less than 12' above mean high water, tool and storage rooms and balconies.

\*See fee schedule

**Bulkheading** The most important consideration for bulkheading is that our approved design be used and the edge of the bulkhead must be aligned with the canal right-of-way line and the elevation of the top of the cap must be set at Elev. 2.50 M.S.L. We will approve other compatible designs, however, to obtain approval of other designs it will be necessary to:

A. Have the plans and specifications prepared and sealed by a registered engineer in the State of Florida and be compatible with our standard design.

B. Have plans and specifications approved by the Building and Zoning Department of the Village of Islamorada, Army Corps of Engineers, and other governing agencies as applicable.

C. The contractor responsible for the bulkhead construction must hold an appropriate and current engineering contractor's license as issued by the Monroe County Engineering Contractors Examining Board.

Therefore, Your attention is directed to note that **NO RESIDENTIAL STRUCTURE SHALL BE ERECTED ON ANY LOT UNTIL THE WATER FRONTAGE OF SUCH LOT HAS BEEN BULKHEADED IN ACCORDANCE WITH DESIGN SPECIFICATIONS APPROVED BY THE ASSOCIATION.** Notwithstanding any bulkheading design specifications imposed on any other lots in this subdivision, Lots 262 through 282, both inclusive need be bulkheaded only with respect to the portion of the frontage of each lot intended to be used for docking accommodations. However, bulkhead and house construction may proceed simultaneously.

**Sewage** Three copies of the sanitary system plans and specifications prepared by a Registered Professional Engineer must be submitted to the Owner's Association along with the above mentioned building plans. All sanitary systems must be in compliance with current governing agencies inclusive of setbacks, depth, etc. Any above ground sanitary system structure must be landscaped to minimize its appearance.

**Single Family** shall mean one or more persons each related to the other by blood, marriage or adoption, or a group of not more than three persons not so related, together with his or her domestic servants, maintaining a common household.

**Lot Line** shall mean any boundary of a lot.

**Living Area** shall mean that portion of a dwelling which is enclosed and customarily used for dwelling purposes, but shall not include(except as otherwise herein stated) open porches, open terraces, breezeways, attached garages, car ports or accessory buildings.

**Structure** shall mean anything erected or constructed, the use of which requires more or less permanent location on or in the ground or attached to something having a permanent location on or in the ground.

**Building Grade** The finished grade of any lot shall be uniform with and similar to the grades of adjacent lots.

**Building Size and Location on Lot** No single family residence shall be erected having a living area of less than 950 square feet on living area level. Such building shall be set back from the front lot line a distance of 25 feet, from the back side or canal side a distance of 20 feet and from the side lot lines a distance of not less than 10% of the width of the lot. A corner lot shall be deemed to front on the Street of which it has the shortest street frontage. No portion of a building erected on a corner lot shall be closer to any street lot line than 15 feet, except that open car ports may be 5 feet from a side lot line.

**Re-Subdivision** No lot shall be re-subdivided.

**Floor Level Height** The underside floor level of the living area of each residential structure shall be not less than 12 feet above mean high water level.

**Nuisances** There shall not be created or permitted to exist on any part of any lot any dumping ground, accumulation of debris, exposed garbage or any foul smelling matter whatsoever.

**Easements** Easements for utility installation and maintenance are reserved as shown on the recorded plat. In addition, the Developer, for itself, its successors and assigns, hereby reserves an easement over, across and under the front 6 feet of each lot for the purpose of installing and maintaining underground utilities.

**Floor Slab** The ground floor slab shall not exceed +6 feet Mean Sea Level. Once the above plans have been received, the Architectural Control Committee of the Association will meet to approve or reject the plans. If approved, one stamped plan will be returned to the owner. One set of the stamped, approved plans will be retained by the Association.

After approval of the plans and before construction proceeds a REFUNDABLE CONSTRUCTION CLEAN-UP DEPOSIT OF \$\_\_\_\* must be submitted for deposit to the P.A.P.O.A. Escrow Fund. During construction a roll off/dumpster container must be placed on the building lot in which all loose materials (paper, insulation, plastic, cardboard etc.) shall be placed. Containers must be emptied and trash removed on a regular basis. Please note Drywall material and other trash will not be allowed to be used as back fill. In the event the building lot is not kept consistently clear of these materials, The Port Antigua Property Owners' Association will have said lot cleaned up and all charges incurred shall be deducted from the \$\_\_\_\* Clean-Up Deposit. Homeowners may apply for refund of the construction deposit to the Treasurer after the Village of Islamorada issues a certificate of occupancy. \*(see fee schedule)

**Inspections** The Owners Association may inspect at various stages, all phases of the construction. In addition, inspection of the septic system layout shall be made by Monroe County Health Officials or any other local public authorities prior to backfilling. Other inspections will be made to assure compliance with the filed plans.

In conclusion, it should be remembered that property on which any structure is to be constructed must be paid for in full, and be clear of any liens, mortgages or encumbrances, unless such mortgage or encumbrance does not prohibit construction. In addition, You are reminded that the outside of any structure shall be completed within one year of commencement.

## PAPOA ARCHITECTURAL REVIEW CHECK LIST.

Date:\_\_\_\_\_ Mr. and Mrs\_\_\_\_\_ Lot:\_\_\_\_\_ Seal:\_\_\_\_\_

### All construction must comply with the following By Law requirements:

1. Architectural review filing fee \*
2. Two sets of plans and specs. (One set will be returned to owner after review)
3. Scale 1/4"=1'
4. Engineer or Architect stamp (Florida Registration required)
5. Submit complete plans and fee 30 days in advance of construction  
(Preferably before submitting to Village for permits)
6. 6' Easement for utilities if needed.
7. Plot plan
8. Front set back of 25'.
9. Canal set back of 20'.
10. Side set back of 10% of lot if applicable. (these may be more restrictive than the Village's)
11. Corner lot 25' narrow side. If applicable.
12. Corner lot 15' wide side. If applicable.
13. Dimensioned floor plan layout.
14. Elevation plan above and below grade for all sides.
15. Driveway location.
16. Finished floor elevation related to Mean High Water Datum
17. Ground floor slab not to exceed +6' M.S.L
18. CBS Construction on exterior walls.
19. Exterior colors. (to be approved by the board)
20. 950 sq. ft livable area minimum.
22. Bulkheading using PAPOA approved master design.
23. Alignment with the canal right of way.
24. Elevation of top of cap at 2.5 M.S.L.
25. Bulkheading to be built prior to or in simultaneously with structure.
26. Sanitary system plans and specs. Three copies. (as approved by applicable jurisdictions)
27. No waste to be discharged into the canal.
28. Sewage system to comply with current specifications from all governing agencies inclusive of setbacks, depth, etc. for a building permit.
29. Sewage tank installed at 4.5' above mean high tide.
30. Seepage bed 50' from canal.
31. Sewage tank 5' from building.
32. Sewage tank 5' from side property line
33. Sewage tank in front of home within 25' setback.
34. Any above ground sanitary system must be landscaped to minimize its appearance.

\* See fee schedule

Notes:

1. Non livable areas are, ceiling heights less than 5', finished floor elevations less than 12' Above Mean High Water, tool room, storage room, balconies, etc.
2. Any conflict with the Village Bldg and Zoning requirements must be brought to the attention of the association.
3. After plans are approved and before construction starts, a check for escrow for construction clean up fee\* must be received by the association. The outside of the building must be completed within one year of commencement.
4. Return of escrow may be applied for after lot is cleaned and a certificate of occupancy is issued by the Village.

\* See fee schedule