

BARRIER DUNES HOMEOWNERS ASSOCIATION

Cape San Blas  
190 Sabal Circle, Box 16  
Port St. Joe, Florida 32456

\*\*\*\*\*  
(850) 229-2600  
(850) 229-8490 fax

Reply to:  
PO Box 941129  
Atlanta Georgia - 31141  
(770) 291-2021  
(770) 234-4060 fax

February 7<sup>th</sup>, 2003

Post: 0020030750 Date: 02/12/2003 Time: 15:42

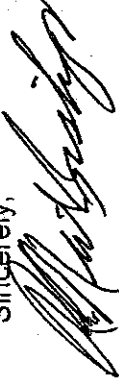
Daniel DC, Doug C Birmingham, GULF County B:299 P:463

To Whom It May Concern:

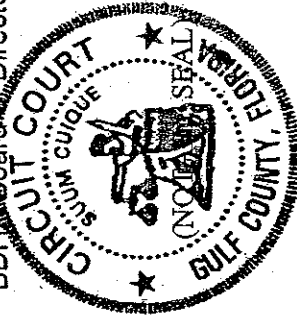
As of this day, February 7th, 2003, it has been determined that the 5th Amendment (Amendment) to the covenants of the Barrier Dunes Homeowner's Association (BDHA) was properly voted upon in accordance with the Bylaws of the BDHA (as filed with the State of Florida) and all applicable Laws and Statutes of the State of Florida. Therefore the BDHA Board of Directors has, in a special session, voted unanimously to file and execute said Amendment on behalf of the legal majority of homeowners, who our investigations have verified did indeed vote in favor of said amendment. Evidence of said vote with all applicable documents and legal proxies is on file at the BDHA Offices and available for review.


Please accept this affidavit on behalf of the Board of Directors and the Barrier Dunes Homeowners' Association.

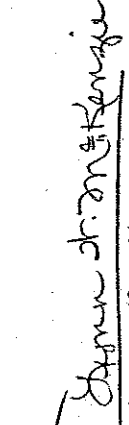
Sincerely,

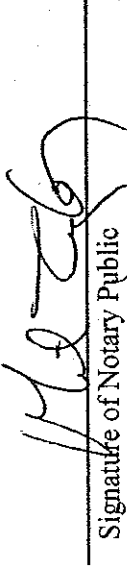


R. Neil Bishop  
President  
BDHA, Board of Directors

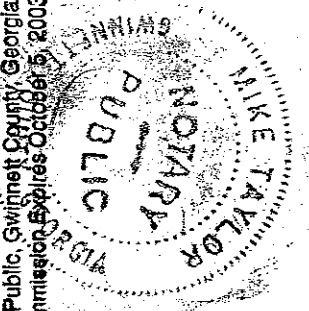


  
Anne M Williams  
Vice President

  
Lynn McKenzie  
Secretary

  
Signature of Notary Public

Notary Public, Gwinnett County, Georgia  
My Commission Expires October 5, 2003



Personally Known  OR Produced Identification  
Type of Identification Produced G.D.T. Lis.

This instrument prepared by:

Barrier Dunes Homeowners Association  
200 Reid Avenue  
Port St. Joe, Florida 32456

FIFTH AMENDMENT TO  
PROTECTIVE COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
BARRIER DUNES

THIS FIFTH AMENDMENT TO PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF BARRIER DUNES is made and executed this 10th day of February 2003, by BARRIER DUNES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, hereinafter referred to as the "Association."

Any word or term capitalized as a defined term in this Amendment which is defined in the Protective Covenants shall have the same meaning as set forth in the Protective Covenants and the First Amendment, Second Amendment, Third Amendment, Settlement Agreement, and Fourth Amendment, thereto.

WITNESSETH  
bDanaela JDC, Doug C Birmingham, GULF COUNTY B:2009 P:464  
Inst:0020030751 Date:02/12/2003 Time:15:42

THAT WHEREAS, the Declarant subjected certain property located in Gulf County, Florida, to certain easements, restrictions, covenants and restrictions of Barrier Dunes dated August 6, 1985, and recorded in Official Record Book 107, Page 227; and First Amendment thereto recorded in Official Record Book 110, Page 805; and Second Amendment thereto recorded in Official Record Book 128, Page 118; and Third Amendment thereto recorded in Official Record Book 130, Page 34; and the Association amended the Declaration in the Fourth Amendment Recorded in Official Record Book 245, Page 515; and the Declarant and the Association executed the Settlement Agreement recorded in Official Record Book 185, Page 367 of the Public Records of Gulf County, Florida, hereinafter referred to as the "Declaration"; and

WHEREAS, the Declaration provided for the amendment of the Declaration with the consent of ninety percent (90%) of the Owners; and

WHEREAS, the Association desires to amend the Declaration to provide for clarification with regard to assessments referenced under Article IV Section 4., Article IV Section 6., and responsibility for exterior maintenance as referenced under Article VII.

NOW, THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Association hereby amends the Declaration, declares and provides as follows:

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

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

465

assessment year, a special assessment to cover the cost of any master or blanket insurance policy obtained by the Association, subject to the terms of Article V hereof.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots, except as provided in Article V and Article VII herein, and may be collected on a monthly basis.

#### ARTICLE VII EXTERIOR MAINTENANCE

The Association shall be responsible for and assure that exterior maintenance and repairs are performed on all structures on all Lots as required to preserve the continued structural, architectural and aesthetic integrity of the Properties. The cost of such maintenance and repairs shall be borne by the affected Lot Owner. Exterior maintenance includes, but is not limited to, painting, staining, or cleaning of exterior surfaces; repair, replacement and the care of doors and door frames, lighting fixtures, glass surfaces, decking, rails, flashing, siding, roofs, gutters, downspouts, pilings, concrete slabs, screens, chimney caps, and spark arresters.

The Association shall provide the affected Owner with a good faith estimate outlining the cost of labor and material to complete the necessary repairs or maintenance. The Owner shall have thirty (30) days from receipt of the Association's notice to inform the Association, in writing, of the Owner's intent to perform this work independently. Such notification shall conform to Article VIII. In the event that the Owner fails to complete the work properly or in a timely manner the Association's Board of Directors, after two-thirds (2/3) vote, shall have the right to enter said Lot to repair, restore, and maintain the premises. The cost of such maintenance shall be added to and become a part of the assessment to which such Lot is subject.

~~In the event the need for maintenance or repair of a lot or the improvements thereon is caused by the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject. The Association shall, after the approval of two-thirds (2/3) vote of the Board of Directors, provide for the collection and removal of household garbage and trash.~~

In the event of any discrepancy between the Declaration and the Settlement Agreement, the Settlement Agreement shall prevail.

465