Documents
Supplied By
Waterfront Homeowners
Of
Ensenada Dos
April 17, 2015

Dear Escambia County Board of Commissioners:

For nearly forty years, most of us have lived in the same cul-de-sac on Pensacola Beach. We have become more like family than friends. The reason we come to you today is for the love of our homes and the beauty of our surroundings. The Santa Rosa Island Authority has letters of objection to the proposed pier from 100% of the neighboring waterfront homeowners of Ensenada Dos, and a letter from Gene Reddick, the president of the Sugar Bowl Association, with endorsements from 18 of those residents, stating opposition to this pier.

We are thankful that our covenants and restrictions clearly state that the Island Authority Board has the right to refuse this permit. On April 8 the entire SRIA board exercised this right and voted no on allowing this pier.

The authority shall have the right to refuse to approve any such plans and specifications . . . which may not be suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans . . . may take into consideration the suitability of the proposed building or other structure . . . and the harmony thereof with the surroundings and the effect of the building or other structures . . . on the outlook from the adjacent or neighboring property and on the appearance and development of the Island as a whole.

(Excerpt from General Covenants and Restrictions for Santa Rosa Island Authority, February 10, 1949)

The waterfront homeowners of Ensenada Dos have *always* had an agreement or understanding to not build piers in our neighborhood. We have relied on our covenants to protect us from a situation such as this, and we believe the law is on our side.

A few of the reasons why we oppose this pier are: Foremost, it would be unaesthetic in its appearance and would significantly diminish the natural beauty of this area. It would detract from the ability of other homeowners to enjoy an unobstructed view of the sound. It would also impede many water activities such as paddle boarding, kayaking, fishing, and just swimming and walking along our shoreline. We have tried to preserve this small piece of Pensacola Beach, from Ensenada Dos through our neighboring subdivision the Sugar Bowl. Some years ago a leaseholder requested a permit to build a pier on a waterfront lot in the Sugar Bowl. This request was denied by the Island Authority because of public opposition with the same objections stated in this letter. Currently there are approximately three-quarters of a mile of beautiful uninterrupted waterfront for all citizens to enjoy.
Also, there is much concern about the destruction of property by piers during a storm and the unsightliness of them after a storm. And Mother Nature will destroy piers. Presently there are 12 dilapidated piers between us and the core area of Pensacola Beach. Because of the expense, the waterfront owner often can’t afford to have the pilings removed or the piers repaired. This is not only an aesthetic issue, but it is also a significant safety issue, as this poses a danger to people engaging in water activities.

But most importantly, a pier would definitely ruin the harmony of our waterfront neighborhood that we have enjoyed all these years. It has always been the intent of our neighborhood to not have piers. There was a recent situation in Escambia County in Lakewood Cottages in the Barrancas Overlay District where a builder tried to change the intent of a neighborhood and because of objections from the homeowners the builder was required to conform to the harmony of the neighborhood. We are all very passionate about having the waterfront remain as it is in its natural state with no significant man-made obstructions.

Least you be persuaded by the applicants’ argument that they did not have knowledge of these covenants before purchasing their residence, and would not have done so had they known that they did not have guaranteed ability to build a pier, the law clearly states that restrictive covenants “run with the land” and continue even when the original parties to the covenant sell the land to other people. The applicants should have known that the covenants existed (as referenced in their lease) and it was their burden to obtain a copy of them before signing their lease.

As specifically stated in our leases, we are bound to the covenants and restrictions applicable to our property and are thankful that the SRIA Board exercised their right to deny the permit for this pier. We hope that you the Board of County Commissioners will follow the recommendation of the SRIA Board (a 6-0 vote denying the pier) and vote no on the plans for this pier so that all of us may continue to enjoy our beautiful beach just as it is.

Sincerely,

The Waterfront Homeowners of Ensenada Dos

Bill and Dee Lay 1753 Ensenada Dos
Sally Chamberlin 1767 Ensenada Dos
Joe and Lisa Thornhill 1765 Ensenada Dos
Kay Keigley 1771 Ensenada Dos
William and Sandra Crawford 1777 Ensenada Dos
A. Health, Sanitation and Cleanliness

(1) There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any part of the Island any nuisance of any kind or character, or any illegal, offensive or obnoxious trade, business or operations of any kind.

(2) Each lessee shall keep all improvements on the demised premises in good repair, properly painted and clean and sanitary, at all times; and shall also keep the demised premises free from trash, debris and obstructions. Each lessee shall also keep all surrounding areas, including streets, beaches and neighboring lots, free from trash, debris and obstructions that may be due to the lessee's use or occupancy of the demised premises.

(3) No sewage, wastes, trash or debris shall be emptied or discharged into any lagoon, lake or canal, or into the waters of Santa Rosa Sound or the Gulf of Mexico or any tributaries thereof.

(4) Pending the availability of sanitary sewers, the lessee or user of each lot or parcel shall construct a septic tank sewage system with adequate leech lines which must have a by-pass for grease and oil from the kitchen and garage before entering the septic tank, the construction of which shall be in accordance with law and the rules and regulations of the public authorities having jurisdiction of the same, and the regulations of the Authority.

(5) Lessee shall be bound by and shall strictly observe all rules and regulations established or to be established by the Authority, the State Board of Health and any other governmental authority or Agency relating to health, sanitation, safety and the public welfare.

B. Buildings and Other Improvements

(6) No building, fence, wall, walk, driveway, roadway, parking area, pier, dock, sea-wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made until plans, and specifications showing the nature, kind, shape, height, materials, floor plans, type of foundation, structural design, color scheme and location of such structure or work to be done, and the grading and planting plan of the plot to be built upon, shall have been submitted to and approved in writing by the Authority and a copy thereof as finally approved filed permanently with the Authority. The Authority shall have the right to refuse to approve any such plans and specifications or grading or planting plan which may not be suitable or desirable.
In its opinion for aesthetic or other reasons; and in so passing upon such plans and specifications or grading or planting plan may take into consideration the suitability of the proposed building or other structure or planting or grading plan and of the materials to be used in the construction or on the site and the harmony thereof with the surroundings and the effect of the building or other structures, planting or grading on the outlook from the adjacent or neighboring property and on the appearance and development of the Island as a whole.

(7) All buildings, structures and improvements of every kind erected or maintained and all alterations and additions thereof on the Island shall conform to the provisions of the official building code of the Authority as promulgated, amended, altered or revised by it from time to time. The said building code shall be on file at the principal office of the Authority and open to public examination during the usual business hours of the Authority. A building permit issued by the Authority shall be effective for the period of time stated therein and, if construction is commenced within such period any changes in the building code or zoning regulations subsequent to the date of the permit shall not apply to the work or construction authorized in such permit without the consent of the holder thereof.

(8) No buildings, or part thereof, shall be erected or maintained on any lot or parcel closer to any street or waterfront line than is shown on then official plat of the Authority as the "Front building line," nor closer to the rear lot line than is shown on said plat by the "building line". Wherever, "front building line" appears designated on said plat it shall be taken to designate the front of the lot and all buildings shall front in that direction. No building or structure shall be erected closer to side lot lines, side street lines or other buildings than the required minimum distance that may be prescribed upon said official plat. The Authority in all cases, in event of ambiguity, absence of building lines from its official plat or conflict between the plat and any written instrument, shall have the right to determine and designate the building line and the location of buildings necessary to conform to the general plan of development, and that Authority's judgment and determination shall be final and binding.

(9) No docks, piers, buildings or structures of any kind whatever shall be erected, constructed or permitted on any beach or below the high water line on the shore of Santa Rosa Sound or the Gulf of Mexico or any other body of water without the prior written approval of the Authority.

10) No well shall be sunk without the prior consent in writing of the Authority.

C. Reservations of Easements

11) An easement and right-of-way is hereby expressly reserved in, on, over and over a strip five feet in width along the side and rear lines of all lots for the erection, construction and maintenance of poles and wires and clearing of trees and pruning of branches, and for the construction and maintenance of underground pipes and conduits and of all proper necessary attachments for electric light, power and telephone service.
(7) This lease and the demised premises are also expressly subject to and bound by the covenants and restrictions applicable to property on the said Island dated February 10, 1949, and recorded in Deed Book 294, at Page 303, of the records of said county, and the said covenants and restrictions are all made a part hereof as if fully set forth herein.

(8) The lessee, if required by the Authority, shall exclusively use, at such reasonable rates or charges as may be fixed or approved by the Authority from time to time, such public utilities and public services relating to health and sanitation as shall be made available from time to time by the Authority or by others under agreement with or license or permit from the Authority, including without limitation the following: Electricity, gas, water, telephone and telegraph, sewerage and garbage collection or disposal. The reasonableness of rates fixed by the Authority shall always be subject to judicial review.

(9) Lessee further covenants and agrees as follows:

a. Not to use or occupy the demised premises for any purpose other than herein specified, nor permit the same or any part thereof to be used or occupied for any purpose other than herein specified, without the prior written consent of the Authority.

b. Not to knowingly permit or suffer any nuisances or illegal operations or course of conduct of any kind on the demised premises.

(10) The Authority further covenants and agrees that if the lessee shall pay the assessment as herein provided and shall keep, observe and perform all of the other covenants of this lease to be kept, observed and performed by the lessee, the lessee shall peacefully and quietly have, hold and enjoy the said premises for the term aforesaid.

(11) In case any portion of the assessment remains unpaid for the space of thirty (30) days after the time of payment herein fixed, or in case the lessee shall default in the performance of or breach any of the other covenants, conditions, terms and provisions of this lease and shall continue in such non-payment, default or breach after thirty (30) days notice in writing from the Authority, then the Authority, in any such event, may declare this lease terminated and may take possession of the demised premises and all the improvements thereon, and this lease shall be at an end in the same manner and with the same effect as if the original term of the lease had expired. Provided that in cases where Federal Agencies have an interest in the leasehold estate by reason of insuring or guaranteeing a loan thereon, or otherwise, this lease may not be forfeited or terminated for any breach or default other than non-payment of assessments, rents or debts, attributable to the use and occupancy of land, but this shall not impair any other right of the Authority or others to seek to remedy or prevent any breach or default hereunder, or to enforce any of the provisions hereof or of said covenants or restrictions, by injunction, claim for damages or in any other manner not involving a forfeiture or termination of this lease.

(12) Upon the expiration or sooner termination of this lease lessee shall be allowed a period of fifteen (15) days in which to
AFFIDAVIT OF WILLIAM E. CRAWFORD

I am over 21 years of age, competent to testify, and have personal knowledge of the facts set forth herein. The factual statements are true and correct.

My name is William E. Crawford and I have maintained a residence at 1777 Ensenada Dos, Pensacola Beach, Florida, for 44 years. During that entire time I have been aware of an agreement or understanding among the waterfront homeowners, both past and present, that piers were not to be built on our waterfront property.

Thus done and signed before me, H. Mark Levy, Notary Public.

April 21, 201

William E. Crawford

H. Mark Levy

Harold Mark Levy
Notary Public, East Baton Rouge Parish
My commission is for life
Bar Roll #08687
Declaration of William J. Lay, Jr.

1. I am over twenty-one (21) years of age, competent to testify, and have personal knowledge of the facts and circumstances set forth herein. The factual statements herein are true and correct.

2. My name is William J. Lay, Jr. and I have owned a home at 1753 Ensenada Dos, Pensacola Beach, Florida for 42 years.

3. For 42 years I have been aware of an agreement among the waterfront homeowners (past and present) to not build piers on Ensenada Dos.

[Signature]
Declaration of Lisa Marie Bernhard (spouse is Joseph Thornhill)

1. I am over 21 years old, competent to testify, and have personal knowledge of the facts and circumstances set forth herein. The factual statements are true and correct.

2. My name is Lisa Marie Bernhard, and I have owned property at 1765 Ensenada Dos, Pensacola Beach, Florida for 6 years.

3. For 6 years, I have been aware of an agreement among the waterfront homeowners (past and present) to not build piers on Ensenada Dos.

Lisa Marie Bernhard
4/17/15
Declaration of Dionie M. Lay

1. I am over twenty-one (21) years of age, competent to testify, and have personal knowledge of the facts and circumstances set forth herein. The factual statements herein are true and correct.

2. My name is Dionie M. Lay and I have owned a home at 1753 Ensenada Dos, Pensacola Beach, Florida for 42 years.

3. For 42 years I have been aware of an agreement among the waterfront homeowners (past and present) to not build piers on Ensenada Dos.

April 17, 2015

Dionie M. Lay
Declaration of Katharine Cowen Keigley

1. I am over twenty-one (21) years of age, competent to testify, and have personal knowledge of the facts and circumstances set forth herein. The factual statements herein are true and correct.

2. My name is Katharine “Kay” Cowen Keigley and my family has owned 1771 Ensenada Dos, Pensacola Beach, Florida for 35 years.

3. During this time I have been aware of an understanding among the waterfront homeowners (past and present) that piers were not to be built along the waterfront on Ensenada Dos.

Katharine C. Keigley