

Prepared By:
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**DECLARATION OF CONDOMINIUM
FOR
VILLAGE PLACE CONDOMINIUMS, A CONDOMINIUM**

THIS DECLARATION (“Declaration”) is made this 1st day of June, 2005, by Willis, Krenkel, & Maclin Properties, LLC, a Florida Limited Liability Company (the “**Declarant**”), pursuant to the Condominium Act of the State of Florida, Chapter 718 of the Florida Statutes (“**The Condominium Act**”). The terms used in this Declaration shall have the meaning given in the Condominium Act unless otherwise defined herein.

1. **DECLARATION.** Declarant hereby declares that it is the sole owner in fee simple title of the land described in Section 4 hereof, together with all buildings and improvement thereon or to be constructed thereon, and all easements and rights appurtenant thereto (the “**Condominium Property**”), and that Declarant hereby submits same to the condominium form of ownership as provided in the Condominium Act and this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the Condominium Property.

2. **NAME AND ADDRESS.** The name of the condominium is **Village Place Condominiums, a Condominium** (the “**Condominium**”). The street address is 2914 West County Road 30-A, Santa Rosa Beach, Florida 32459.

3. **THE DEVELOPMENT.** The Condominium will be within and a part of a project known as **Blue Mountain Beach Development**, located east of Destin, near the Gulf of Mexico, within Walton County, Florida. Village Place Condominiums, a Condominium, will ultimately consist of a residential condominium of 76 condominium units. The percentage of undivided ownership interest of each unit owner in the Common Elements, voting rights, and each owner’s share of Common Expenses are as set forth herein.

4. **THE LAND.** The land hereby submitted to this Declaration (the “**Land**”) is situated within a development known as Blue Mountain Beach Development, in

Walton County, Florida, and is described on Exhibit "A" attached hereto. A survey of the Land and improvement thereon or to be constructed thereon and hereby submitted to this Declaration is attached hereto as a part of Exhibit "B". Exhibit "B" also contains a plot plan and floor plans in sufficient detail to identify the location, dimensions and size of each Unit and the location of the Common Elements and Limited Common Elements. Accordingly, the Condominium as shown and represented in Exhibit "B" has been certified by a Florida Registered Land Surveyor indicating statutory compliance with Section 718.104(4)(e), Florida Statutes.

5. **MASTER DECLARATION.** The Land and the Condominium are in addition subject to that certain Master Declaration of Restrictive Covenants and Easements ("**Master Declaration**") recorded in Official Records Book 2095, Page 311, of the Public Records of Walton County, Florida, and any amendments thereto, subjecting to its terms the land therein described, including the Land hereby submitted to condominium ownership. All terms used in this Declaration shall have the same meaning as when used in the Master Declaration, unless otherwise provided herein. A Master Association formed pursuant to terms of the Master Declaration will be utilized to effectuate the purposes of the Master Declaration, and is described in Section 24 herein.

6. **DESCRIPTION OF CONDOMINIUM PROPERTY.** The improvements to be constructed on the Land consist of seventy six (76) condominium units intended and restricted to residential/rental use (the "**Units**") contained within eight (8) buildings on the Land. The buildings have two (2) levels of residential Units, with four (4) or six (6) Units on each level, and each Unit is identified by a numerical designation.

Graphic descriptions of the buildings in which the Units are to be located are annexed hereto and made a part hereof as Exhibit "C". Exhibit "B", the Land survey, and Exhibit "C", the plot plan and floor plans of the proposed improvement thereon, together with this Declaration, identify the Common Elements, Limited Common Elements, each Unit, the identification of the Units, and their relative locations and approximate dimensions.

As a part of the building situated on the Land, the Condominium Property also includes other improvements which are part of and located within each residential building, such as stairways, wires, cables, drains, pipes, ducts, conduits, valves and fittings.

Uncovered parking spaces on the Common Property of the Master Association will be available for the non-exclusive use of such Units; the paved access road, entrance drive, walkways, and lawns and landscaping also will not be part of the Condominium Property and will be maintained at the expense of the Master Association.

7. DEFINITION OF UNITS, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS. The Condominium consists of "Units," "Common Elements" and "Limited Common Elements," as those terms are herein defined.

7.1. Units. The term "**Units**," as used herein, means the seventy six (76) separate residential/rental dwellings in the Condominium which are located and shown on Exhibit "B" hereto, excluding, however: (1) all spaces and improvement lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the lowest horizontal plane of the upper structural element of each Unit; (2) all spaces and improvement lying beneath the undecorated and/or unfinished inner surface of all interior columns, bearing walls and/or bearing partitions; and (3) all pipes, ducts, vents, wires, conduits and other facilities, equipment and/or fixtures running through any interior wall or horizontal or vertical partition of a Unit, for the furnishing of utility services, heating and cooling and/or ventilation to Units, Common Elements and/or Limited Common Elements. All glass and other transparent or translucent material, insect screens and screening in windows and doors and similar materials covering other openings in the exterior of Units shall be construed to be within the boundaries or limits of the Unit(s) exclusively served by such windows, doors and other openings, and shall be the responsibility of the Owner thereof. The HVAC room and air conditioning units serving a particular Unit shall be construed to be within the boundaries or limits of the Unit served by such air conditioning unit. The Declarant reserves the right to combine two or more Units into one Unit by modifying or eliminating the walls between Units, provided the approval of Unit owners is obtained pursuant to the Condominium Act as amended. However, any Units which have been combined shall continue to be treated as separate Units for purposes of allocating assessments and votes of Unit owners. All Units shall be identified by the Unit numbers shown in Exhibit "B".

7.2. Common Elements. The term "**Common Elements**," as used herein, means all of the real property and improvement of the Condominium, except the Units, and includes, without limitation: (1) the land within the legal description of the Condominium; (2) the building exterior, foundation, roof, bearing walls and columns, the

common areas and all parts of the building not included in the Units; (3) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services including, but not limited to, television, telephone, heating and cooling and/or ventilation to Units and Common Elements; (4) easements of support in every portion of a Unit which contributes to the support of other Units and/or Common Elements; (5) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; (6) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and (7) fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium.

7.3. **Limited Common Elements.** As the term is used herein, “**Limited Common Elements**” means those portions of the Common Elements which are reserved herein for the exclusive use of a certain Unit or Units to the exclusion of other Units, consisting of as to each Unit, the exclusive right to use any exterior private porch or deck which is attached or contiguous to the Unit, as shown in Exhibit “B”.

8. **COMMON OWNERSHIP; APPURTENANCES TO UNITS AND EASEMENTS.** There shall be appurtenant, and pass with title to each Unit, the rights, shares, and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

8.1. An undivided ownership share in the Common Elements and in the “Common Surplus” (as that term is elsewhere herein defined). The undivided ownership share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit is based upon the square footage of each respective Unit in uniform relationship to the aggregate square footage of all Units in the Condominium, as set forth in Section 9.2 and on Exhibit “D”; and

8.2. The right to use the Common Elements in common with other Unit Owners and the right to use exclusively (or in common with certain other Units where so specified) those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit (or Units) as Limited Common Elements; and

8.3. An exclusive easement for the use of the air space occupied by the

Unit as it exists at any particular time (as shown on Exhibit "B" hereto) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time; and

8.4. Non-exclusive easements, to be used and enjoyed in common with the owners of all Units in the Condominium, for use of those Common Elements not designated elsewhere herein as easements for the furnishing and maintenance of public utility services to all parts of the Condominium Property over, across, in and through the Phase I Land, buildings and other improvement comprising the Condominium Property as the fixtures and equipment therefore now exist and/or may be modified or relocated.

8.5. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or for any reason not caused by or resulting from the willful or negligent act of Declarant or any Unit owner or owners, including without limitation, encroachments caused by or resulting from the original construction of improvement, which exclusive easement shall exist at all times curing the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment; and

8.6. The right and obligation of membership in the "Condominium Association" (elsewhere herein defined), upon the terms and conditions of the Condominium Association documents referenced in Sections 11 and 12 herein.

8.7. The rights and obligations derived through membership by the Condominium Association as a Constituent Association in the Master Association, as described in the Master Declaration including the benefit of non-exclusive easements in and to the Common Properties of the Master Association servicing the Condominium and all of Blue Mountain Beach Development, to be used and enjoyed in common with the Owners of all Units in the Condominium, and all other members of Constituent Associations in the Master Association, including vehicular and pedestrian access over, across, upon, in and through the various Roads, roadways, drives, gates, walkways, sidewalks, beach walks, parking areas, grounds, and other portions of the Common Properties of the Master Association, as are intended and/or provided for such pedestrian and/or vehicular traffic throughout the Common Property of Blue Mountain Beach Development, and over, across, upon, in and through such other lands not a part of the

Condominium as are provided for such use and access as a part of the Common Property of the Master Association. Such rights to the Common Property of the Master Association include non-exclusive vehicular parking for Owners and Occupants of Units and their guests, invitees and tenants within the parking areas located on the Common Property adjacent to the Condominium Property as shown on Exhibit "B" hereto.

8.8. The right and obligation of non-equity membership in The Blue Mountain Beach Club, Inc. upon terms and conditions as specified in the Master Declaration and Section 2.8 thereof.

9. **COMMON EXPENSES AND COMMON SURPLUS.** The term "Common Expenses," as used herein, shall mean all expenses for which all the owners of Units in the Condominium shall be liable to the Association. The terms "**Common Surplus**," as used herein, shall mean the excess of all receipts of the Association, including, without limitation, assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses. Except as hereafter provided, all of the owners of Units shall share the Common Expenses and shall own the Common Surplus in the proportions or percentages set forth in the schedule annexed hereto and made a part hereof as **Exhibit "D"**.

9.1. Pursuant to applicable provisions of Florida law, the Declarant has elected to not pay the share of Common Expenses due with respect to Units owned by it, and to instead guarantee to Unit owners other than the Declarant that assessments for Common Expenses due in respect to the Units will not exceed certain stated amounts. The period of the guarantee will commence on recording of the certificate of substantial completion for the Condominium and continue until the earlier of any of the following events occurs: (i) six (6) months from the date of recording the Declaration have passed, which period of six (6) months may be extended by the Declarant for successive six (6) month periods, up to a total two (2) year period; (ii) control of the board of directors of the Association is turned over to owners other than the Declarant; or (iii) until all of the Units have been sold. The guaranteed assessments vary over time and are set forth below for the applicable time periods, if the initial six month period is extended:

Declarant Guaranty of Common Expenses**(With Reserves Funded)**

Unit Type	1/1/05 to 12/31/05	1/1/06 to 12/31/06
	Monthly Guaranty	Monthly Guaranty
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GV Unit A	\$265	\$305
GV Unit B	\$277	\$319
GV Unit C	\$451	\$519
GV Unit D	\$277	\$319
LV Unit A	\$289	\$332
LV Unit B	\$290	\$334
LV Unit C	\$306	\$352
LV Unit D	\$455	\$523

During the period of this guarantee, Declarant will contribute to the Association the amount of any deficiency between collections from owners other than the Declarant, and expenditures of the Association.

10. **VOTING RIGHTS OF UNIT OWNERS.** The owner or owners of each Unit shall become a member of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title to a Unit from Declarant or, in a conveyance by a grantee or a remote grantee of Declarant, a deed which otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws of the Association. There shall be appurtenant, and pass with title to each Unit, one (1) vote per Unit in the Association, which may be exercised by the owner(s), or the duly constituted proxy of the owner(s), from time to time, of each Unit at all meetings of members and in connection with all matters upon which members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, and the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and By-Laws of the Association. The Association shall maintain a current listing of Voting Representatives, as specified in Article II of the By-Laws, as a part of the Registry of

Owners described in Section 18 herein.

11. **NAME OF ASSOCIATION.** The entity responsible for the operation of the Condominium shall be **VILLAGE PLACE CONDOMINIUMS OWNERS' ASSOCIATION, INC.**, a Florida Corporation not for profit (the "**Condominium Association**"). A copy of the Articles of Incorporation for the Association is annexed hereto and is made a part hereof as **Exhibit "E"**. The Association shall administer and manage the Condominium Property; provided that the Association may, to the extent permitted by the Condominium Act, by contract, partially or wholly delegate its maintenance, management and operational duties and obligations. All directors and officers of the Association must be members of the Association, except those directors and officers appointed by Declarant.

12. **BY-LAWS OF ASSOCIATION.** The procedures for the internal administration and functioning of the Association are set forth in the By-Laws. A copy of the By-Laws of the Association is annexed hereto and made a part hereof as **Exhibit "F"**.

13. **AMENDMENT OF DECLARATION.** Except for amendments which Declarant is authorized and/or obligated elsewhere herein to make, including those provided in Section 23 herein, and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

13.1. Notice. Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice of any meeting at which such proposed amendment is to be considered.

13.2. Proposal. Amendments to its Declaration may be proposed by the Board of Directors (the "**Board**") of the Association by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the owners of a majority of the Units, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

13.3. Adoption. Any amendment to this Declaration so proposed by the

Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the By-Laws of the Association; provided, that any member may, in writing signed by such member, waive notice of such meeting in the manner provided for in the By-Laws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of not less than eighty percent (80%) of the total voting interest in the Association. Notwithstanding the foregoing, any amendment so proposed, it may be adopted, without a formal meeting of the members by an instrument executed and acknowledged with the formalities of a deed by not less than eighty percent (80%) of the total voting interest in the Association.

13.4. Proviso. No amendment shall:

(1) Change any "Condominium Parcel" (as defined in the Condominium Act) unless the record owner(s) thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment, or

(2) Discriminate against any Unit owner or against any Unit or building comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment, or

(3) Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit owner in the Common Surplus, unless the record

owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment, or

(4) Increase the share of any Unit owner(s) in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join in the execution and acknowledgment of such amendment, or

(5) Make any substantial change in Article 15 hereof entitled Insurance nor in Article 16 hereof, entitled "Reconstruction or Repair After Casualty," unless the record owners of all mortgages held by Institutional Lenders encumbering Units shall join in the execution and acknowledgment of the amendment, or

(6) Amend the provisions of Article 23 hereof without Declarant's joinder and consent so long as it holds any Unit for sale in the ordinary course of business.

With regard to each of the foregoing instances, the consent joinder of mortgagees of Units shall not be required unless the amendment materially affects the rights or interests of mortgagees, and in such instance, joinder or consent may not be unreasonably withheld by such mortgagees.

13.5. Secret Ballot. Any vote to amend this Declaration relating to a change in percentage of ownership of the Common Elements or sharing of the Common Expense shall be conducted by secret ballot.

13.6. Effective Date and Recording Evidence of Amendment. Any amendment to this Declaration shall be effective at the time of filing the amendment or certificate of amendment in the Public Records of Walton County, Florida. The President of the Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall cause to be filed in the Public Records of Walton County, Florida, the original amendment to the Declaration, if it is in the form of an instrument executed and acknowledged by Unit owners and the holders of liens thereon, or a certificate of amendment, if it is a certification by the proper officers of the Association that such amendment was adopted by the Association at a meeting of the members. A true and correct copy of each such amendment or certificate of amendment shall be delivered, forthwith after adoption thereof to the record owners of all Units and to the record owners of all mortgages on Units, by the President, Vice President, or other

acting chief executive officer of the Association, but delivery of such copies shall not be a condition precedent to the effectiveness or any such amendment.

13.7. Amendment to Correct Omission or Error in Condominium Documents. Notwithstanding any provision to the contrary set forth in this Article 13 or elsewhere in this Declaration or Articles or By-Laws of the Association, the affirmative vote of not less than fifty-one (51%) percent of the total voting interest in the Association shall be sufficient to adopt an amendment to this Declaration for the purpose of correcting a defect, error, or omission in or to this Declaration not materially or adversely affecting the rights of owners, lienors or mortgagees. Provided, however, nothing herein is intended to limit any statutory method of correcting any error or omission. Furthermore, the Declarant reserves the right at any time to unilaterally amend this Declaration and any exhibits to it for the purpose of correcting any defect, error or omission herein or therein which prevents this Declaration from creating a valid condominium under Florida law.

13.8. Amendments by Declarant. Declarant reserves the right to unilaterally amend this Declaration, and any exhibits hereto, for any one or more of the following purposes:

(1) To correct any errors or omissions not affecting the rights of Unit owners, lienors or Mortgagees.

(2) For purpose of adding a Certificate of Surveyor as provided in Section 718.04 (4) (e) or other sections of the Florida Statutes.

(3) To make reasonable changes to the Condominium Property or Units that do not materially or adversely affect the interest of mortgagees, nor the Unit owners, nor the Unit owner's share of the Common Elements.

Any such amendment need be executed and acknowledged only by the Declarant and need not be approved by the Association, Unit owners, lienors or mortgagees, whether or not elsewhere required for amendments.

13.9. Consent to Amendments by Construction Loan Mortgagee. Notwithstanding contrary provisions of this Declaration, the Articles of Incorporation or the Bylaws, as long as the construction loan mortgage from Declarant is not completely

satisfied of record and continues to encumber any portion of the Condominium Property, neither the Declarant nor the Association for as long as the Declarant retains control thereof, shall make amendments to this Declaration, the Articles of Incorporation or the By-Laws without the prior written consent of such mortgagee; nor shall the Declarant exercise any option or privilege provided for in Section 24 of this Declaration without such prior written consent.

14. MAINTENANCE, REPAIRS AND REPLACEMENTS.

Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit owners located or situated within the Condominium shall be as follows:

14.1. Units. Each Unit, and the fixtures, equipment and appliances comprising a part thereof, located therein, or exclusively serving the same (but not otherwise including Limited Common Elements except where expressly so indicated in Section 14.3), shall be maintained, kept in good repair and replaced by and at the expense of the owner(s) thereof. Any emergency maintenance, repairs and/or replacements for which Unit owners are responsible and are obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises, and if Unit owner(s) fail to promptly perform same, the Association shall have the right to perform same, and to charge the responsible Unit owner and Unit therefore. Notwithstanding the obligation of Unit owners for maintenance, repair or replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss of or damage to Units, shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

14.2. Common Elements. The Association shall be responsible for maintaining, repairing, replacing and keeping all of the Common Elements in clean and orderly condition and shall assess against and collect the costs thereof from the owners of all Units in the Condominium. The Association shall, at the expense of the owners of all Units in the Condominium, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements.

14.3. Limited Common Elements. The responsibility for, and the cost of repairing, maintaining and keeping the Limited Common Elements in a clean and orderly condition, including porches and decks (including floors, exterior windows, doors, storm

shutters and screens enclosing same), which are assigned or granted to, and exclusively serve a certain Unit or Units, shall be borne by the owner(s) of the Unit(s) to which the same are appurtenant. The Association shall be responsible for, and shall assess against and collect against all Unit owners, the cost of performing necessary maintenance, repairs and replacements to the building structure comprising Limited Common Elements, including structural floors, porches and decks, which are designated as Limited Common Elements.

15. **INSURANCE.** Insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1. **Duty and Authority to Obtain.** The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit owners and their mortgagees. A certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit upon request. The owner(s) of each Unit may, at his own expense, obtain insurance coverage against damage to and loss of the contents of the Unit and comprehensive public liability. Any such policies of insurance purchased by a Unit owner shall, where such provision is available, contain a clause providing that the insurer waives its right to subrogation as to any claim or claims against other Unit owners, the Association, and their respective employees, agents, guests and invitees.

15.2. **Required Coverage.** The Association shall purchase and carry insurance coverage as follows (however, such coverage shall only insure the Condominium in the manner permitted by law and according to the original plans and specifications and coverage for any alterations, improvement or modifications to Units made by Unit owner[s] shall be the responsibility of Unit owner[s]):

Casualty insurance covering the buildings and other improvement of the Condominium, including, without limitation. Units (i.e., all partitions, plumbing, fixtures and equipment, whether within a Unit or not, if serving or supporting the Unit) and Common Elements. For purposes of this provision, the Association shall be deemed to have an insurable interest in the foregoing. Such insurance shall be obtained in an amount equal to the maximum insurance replacement value of such improvement

exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association. Such insurance to afford protection against:

(a) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and

(b) Such other risks of a similar or dissimilar nature as are required by law or as are customarily covered with respect to a building and other improvement similar, in construction, location and use, to the building or owner improvement of the Condominium, including, without limitation, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available; and

(c) Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association, to Protect the Association and the owners of all Units, including non-owned automobiles, off-premises employee coverage, water damage and legal liability, with cross-liability endorsements to cover liability of all Unit owners as a group to each Unit owner; and

(d) Workmen's compensation insurance to meet the requirements of law; and

(e) Flood insurance, if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on Units; and

(f) Fidelity insurance, as required by law, covering all officers and employees of the Association and any managing agent who handles Association funds.

15.3. **Optional Coverage.** The Association may purchase and carry such other insurance coverage, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any Unit.

15.4. Premiums. Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit owners as Common Expenses.

15.5. Insured. All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of Units and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association as Trustee for the benefit of whomever is entitled to the proceeds or an independent "Insurance Trustee," if one has been appointed. The proceeds from such insurance against any casualty loss shall be held for the use of the Association, Unit owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

15.6. Insurer. All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

15.7. Insurance Trustee. The Association shall be the "Insurance Trustee" unless an Institutional Lender holding a mortgage on a Unit or the owners of one-third (1/3) of the Units make written demand to the Association requesting the appointment of an independent trustee. In such event, any proceeds will be paid to or any undisbursed proceeds in the control of the Association will be paid over to the independent Insurance Trustee. All persons for whose benefit such insurance is held shall be bound by the Association's selection of the Insurance Trustee.

The independent Insurance Trustee shall be selected by the Board of Directors. It shall be a bank with trust powers doing business in the State of Florida. The

Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, time for or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association executed under oath and provided to the Insurance Trustee upon request to the Association; such certificate to certify the name or names of the owners of each Unit, the mortgagee(s) thereof and the respective percentages of any distribution which is to be made to such owner(s) and mortgagee(s), as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall have no right to determine or participate in the determination of repair or replacement of any loss or damage, and shall have no right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage(s), unless the insurance proceeds represent a distribution to the owner(s) of the Unit and the mortgagee(s) thereof, after such insurance proceeds have been first applied to the repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner(s) of the Unit and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

15.8. Application of Insurance Proceeds. The proceeds of casualty insurance paid to the Association, or to an independently appointed Insurance Trustee, by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

(1) Common Elements Only. The proceeds paid to the Insurance Trustee for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Insurance Trustee to the owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the Insurance Trustee, from any Association Reserve Fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit owners as a Common Expense.

(2) Units. The proceeds paid to the Association or independent Insurance Trustee for loss of or damage to a building containing Common Elements and one or more Units shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess with respect to the Common Elements shall be paid by the Insurance Trustee to the owners of all Units, and their respective mortgagees, as their interests may appear, in shares equal to the undivided interest appurtenant to each Unit in the Common Elements, and any excess with respect to damage or destroyed Units, to the owners of the damaged or destroyed Unit(s) and their respective mortgagees, as their interests may appear, in shares or proportions equal to the relative undivided interest appurtenant to each such Unit in the Common Elements. If the insurance Proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such building, the Association shall assess the amount of the difference against, and collect the same from all owners as a Common Expense so long as the damage to the Units is of a nature as to which the Association is required to carry insurance. If it is not, then the owners of the affected Unit(s) shall pay the cost. If the insurance proceeds shall be insufficient to pay

the cost of the repairs, replacements, reconstruction of the Common Elements (to which the Insurance Trustee is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit owners, as a Common Expense.

15.9. Deposits to Insurance Trustee After Damage. Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit owners, shall be deposited with the Association or the independent insurance Trustee, as the case may be, not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

16. **RECONSTRUCTION OR REPAIR AFTER CASUALTY.** Whether, and the manner in which, any or all of the Condominium Property which may be damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

16.1. Residential Buildings. If any of the Condominium Property containing Units is damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(1) Major Destruction of Buildings. If any buildings are damaged or destroyed so that Units in the Condominium to which more than 50% of the Common Elements are appurtenant are not habitable, neither the building or buildings so damaged or destroyed, nor any of the improvement comprising Common Elements in said building or buildings, shall be reconstructed unless the owners of Units to which eighty percent (80%) of the Common Elements are appurtenant agree in writing, within ninety (90) days after the date of such destruction, to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds

thereunder. if it is not so decided to reconstruct the building(s), then the Condominium shall be terminated as otherwise provided herein.

(2) Other Damage to and/or Destruction of Buildings. If any of the Condominium Property containing Units is damaged, but Units in the Condominium to which at least 50% of the Common Elements are appurtenant are habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed, so that the buildings and/or Unit(s) shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within ninety (90) days after the casualty it is determined by agreement in the manner provided in Section 16.1.1 herein that the Condominium shall be terminated.

16.2. Common Elements. Damaged or destroyed improvement constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of all of the Units, or by agreement after partial destruction, the Condominium shall be terminated.

16.3. Certificate. The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

16.4. Plans and Specifications. Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed; provided that the Board of Directors of the Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable. Any variations from the original plans and specifications submitted for approval shall be prepared by an architect registered to practice in Florida.

16.5. Responsibility. If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance and repair is that of the affected Unit owners, then such Unit owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

16.6. Construction Funds. All funds for the payment of repair and

reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit owners, shall be disbursed toward payment of such costs in the following manner:

(1) Association. If the total funds assessed against and collected from Unit owners by the Association for payment of repair and reconstruction costs is more than Ten Thousand Dollars (\$10,000.00), then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee, if one is appointed as aforesaid. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit owners by the Association and deposited with the Insurance Trustee shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(a) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all, Unit owners, shall be paid by the Insurance Trustee to the affected Unit owners and, if any of such Units are mortgaged, to the affected Unit owners and their mortgagees jointly, as repair and reconstruction is accomplished.

(b) Association - Lesser Damage. If the amount of the estimated costs for reconstruction and repair which is the responsibility of the Association is less than Ten Thousand Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Ten Thousand Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of

the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except, however, that the amount of any surplus which is less than the portion of the construction fund in excess of available insurance proceeds (i.e., the amount of assessments paid by Unit owners) shall not be made payable to any mortgagee, but shall be paid pro rata to the assessed Unit owners.

(e) Certificate. Notwithstanding the provisions herein, the insurance Trustee shall not be required to determine whether or not sums paid by Unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

17. **USE RESTRICTIONS.** Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists:

17.1. Units. Each of the Units shall be occupied only for residential/rental purposes and by guests, invitees, renters or tenants of Unit owners, for resort/vacation/seasonal uses, or as a place of residence (temporary or permanent) and for

no other purpose. Any occupant of a Unit other than the owner is hereinafter referred to as "Occupant."

17.2. Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of access, services and facilities incidental to the enjoyment of the Units.

17.3. Rentals of Units. Owners of Units shall be entitled to rent or lease their respective Units from time to time as they wish, for such term or period of time, including a daily rental, and upon such terms and conditions as the respective Unit owners may determine, provided that in any event, any rental arrangement must specifically obligate the renter or tenant to abide by the terms and conditions of this Declaration, the Articles and By-Laws of the Association, and all terms and conditions of the Master Declaration, as well as all pertinent rules and regulations adopted from time to time. In addition, Unit owners, renters and tenants shall in all respects comply with provisions of state and local laws and ordinances in connection with rentals and leases of units. Unit owners shall be responsible for advising renters and tenants of applicable rules and regulations pertaining to use of the Condominium property, as adopted from time to time. Guests of Unit owners, including invitees, renters tenants, and lessees, shall not bring any pets or animals whatsoever upon the Condominium property.

17.4. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or Occupants, or which interferes with the peaceful possession and proper use of the Condominium property by residents or Occupants. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which would increase the cost of insurance upon the Condominium Property.

17.5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be as is elsewhere herein specified.

17.6. Pets. Unit Owners shall be permitted to keep small pets, including birds, such as canaries or parakeets; fish, such as gold fish and tropical varieties; cats; and small dogs; no dog or other pet shall exceed twenty-six inches (26") in height at the shoulder or sixty (60) pounds in weight at maturity. NO GUEST, LESSEE, INVITEE, RENTER, OR TENANT SHALL BRING ANY PET OR ANIMAL WHATSOEVER UPON THE CONDOMINIUM PROPERTY. No pets shall be raised for commercial purposes, and no more than one dog per Unit may be kept on the premises. Pets shall never be allowed to run freely upon any of the Condominium Property, except within a Unit, and when outside of a Unit shall be leashed and in the company of an individual willing and able to fully control it. Each owner shall be responsible for the actions of each pet kept within his Unit, and for cleaning up after such pet when outside of the Unit. Any Owner maintaining a pet upon the Condominium Property, or whose guests, lessee or invitee bring any animal upon the Condominium Property, shall be fully responsible for, and shall bear the expense of any damage to persons or property resulting therefrom. Any such damage shall be determined by the Board of Directors of the Association and collected by the Association. All pet owners shall identify and register their pet with the Association. In the event that any pet kept on the premises should constitute a nuisance in the opinion of a majority of the Board of Directors, then the owner, when so notified in writing, shall be required to immediately remove said pet from the Condominium Property. The Association may promulgate rules restricting the areas within the Condominium Property where pets can be walked.

17.7. Porches. Private stairways, landings, foyers, porches and decks within a Unit or which are Limited Common Elements appurtenant thereto may be used only for intended purposes, may not be used for hanging laundry, and may not be improved, enclosed, painted or the color or appearance otherwise altered by the owner except with the prior written consent of the Board of Directors of the Association, and except for approved hurricane/storm shutter installations in accordance with Section 21.3 herein.

17.8. Floor Coverings. All flooring installations within Units subsequent to the initial sale of a Unit, located where there is not a drop ceiling on the floor below, shall be covered with carpeting over sound-absorbing padding, or ceramic tile, hardwood, or other hard surface flooring which shall be placed over a padding or a resilient sound absorbing underlayment of material acceptable to the Association, which shall be of

sufficient quality and quantity to buffer “normal usage” noises heard on the floor beneath such Unit.

17.9. Children. Children may occupy Units provided, however, that children shall be closely supervised at all times by an adult to ensure that they do not become a nuisance to other residents or Occupants of the Condominium.

17.10. Rental and For Sale Signs. No signs advertising the rental or sale of Units or other signs of any nature may be posted on the Condominium Property, including exteriors or doors and windows of the Units, without the prior written approval of the Associations Board of Directors. No “lock boxes” shall be permitted on doors to Units. The foregoing provisions shall not apply to Declarant during development and sale of the Units.

17.11. Exterior Improvements. No Unit owner shall cause anything to be applied or attached to, hung, displayed or placed on the exterior walls, terraces, doors or windows of any building (including awnings, antennae, signs, screens, fixtures and equipment) without the prior written consent of the Board of Directors of the Association.

17.12. Barbecue Grills. Barbecue grills are prohibited on the Condominium Property, and are not permitted within Units nor Common nor Limited Common Elements, nor porches, landings, or decks.

17.13. Hurricane Shutters. Unit owners may install approved hurricane/storm shutters protecting the balcony and similar areas which are apart of their Unit or limited Common Elements appurtenant to their Unit pursuant to Section 21.3 herein.

17.14. Rules and Regulations. Reasonable titles and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board; provided, however, that all such rules and regulations and amendments thereto shall be approved by not less than eighty percent (80%) of the total voting interest in the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit owners and residents or Occupants of the Condominium upon request.

17.15. Development. Until Declarant has completed and conveyed all of the Units, neither Unit owners nor the Association shall interfere with the completion of the proposed improvement and the sale of the Units. Declarant may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales/development office, model apartments, the showing of the Condominium Property and the display of signs showing Units for sale or for rent.

18. COMPLIANCE AND DEFAULT. Each Unit owner and any member of the Unit owner's family or their guests, employees, agents, renters, lessees or other invitees, and all Occupants of the Units, shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation and By-Laws of the Association, the Master Declaration, the Articles of Incorporation and By-Laws of the Master Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the Unit owner or Occupants of the Unit to comply therewith shall entitle the Association or other Unit owners to the following relief in addition to the remedies provided by the By-Laws and the Condominium Act:

18.1. Negligence. A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the Unit owner's act, neglect or carelessness or by that of any Occupant or member of the Unit owner's family or their guests, employees, agents, lessees, renters or owner invitee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such expense may be charged against the Unit owner by the Association.

18.2. Costs and Attorneys' Fees. If any legal proceeding arises because of an alleged failure of a Unit owner or Occupants of the Unit to comply with the terms of the Declaration, the Articles of Incorporation and By-Laws of the Associations, as provided above, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be permitted to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

18.3. No Waiver of Rights. The failure of the Association or any Unit owner to enforce any covenant, restriction or owner provision of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, the Master Declaration, the Articles of Incorporation and By-Laws of the Master Association,

or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

19. **ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.** To provide the funds necessary for proper maintenance, operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all Units and against said Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of maintaining, operating and managing the Condominium by the Association.

19.1. **Determination of Assessments.** Assessments by the Association against each owner of a Unit and his or her Unit shall be in proportion to the fractional undivided ownership share of each Unit in the Common Elements, as set forth in Exhibit "D". Should the Association become the owner of any Unit(s), the assessment which would otherwise be due and payable to the Association by the owner(s) of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be a Common Expense of the Association apportioned and the assessment therefor levied ratably among the owners of all Units which are not owned by the Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

19.2. **Time for Payment.** The assessment levied against the owner of each Unit and his or her Unit shall be assessed on an annual basis and may be payable in quarterly, monthly, or such other installments and at such times as shall from time to time be fixed by the Board in accordance with provisions of applicable law. Assessments against Units shall begin on the date of recording the certificate of substantial completion for the Condominium.

19.3. **Annual Budget.** The Board shall, in accordance with the By-Laws of the Association and the Condominium Act, establish an annual budget in advance for each calendar year, including estimates for all expenses for the forthcoming year required for the proper operation, management, and maintenance of the Condominium, including a reasonable allowance for contingencies and general operating reserves. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit owner,

and the assessment for the year shall be based upon such budget. Failure to deliver a copy of the budget to a Unit owner shall, however, not affect the liability of such owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

19.4. Reserve Fund. The Board, in establishing each annual budget shall, unless otherwise waived by the Unit owners as provided by applicable law, include therein a sum to be collected and maintained as reserve funds for the replacement of Common Elements and personal property held for the common use and benefit of the owners of all Units.

19.5. General Operating Reserve. The Board, when establishing each annual budget, when deemed necessary or desirable, or if required by law, shall include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial ability during periods of financial stress whether such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Units, as a result of emergencies, or for other reasons placing financial stress upon the Association.

19.6. Use of Association Funds. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of maintaining, operating and managing the Condominium, and to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and By-Laws. As the monies for annual assessments are paid to the Association by any Unit owner, the same may be commingled with monies paid to the Association by the other owners of Units. Reserve and operating funds of the Association shall not be commingled, but may be invested in a common investment, as long as separate accounts are maintained for each fund. All funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Association; however, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit.

19.7. Delinquency or Default. The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. Whether in default, the delinquent assessments or installments thereof shall bear interest at the rate of eighteen percent (18%) per annum until the same, and all interest due thereon, has been paid in full. If the assessment is not paid when due, and if the Association thereafter files a claim of lien in respect to it, then all assessments due in respect to the Unit for the remainder of the year in which the claim of lien is filed shall be accelerated and will stand due and payable in full and be secured by such claim of lien.

19.8. Personal Liability of Unit Owner. The owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, interest on such delinquent assessments or installments thereof as above provided, and for all costs of collecting the assessments and interest thereon, including a reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

19.9. Liability Not Subject to Waiver. No owner of a Unit may exempt himself or herself from liability for any assessment levied against such owner and his or her Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

19.10. Lien for Assessment. The Association is hereby granted a lien upon each Unit and its appurtenances, which lien shall and does secure the monies due for all: (i) assessments levied against the Unit and the owner(s) thereof, (ii) interest, if any, which may become due on delinquent assessments owing to the Association. and (iii) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to the Association shall be established and may be foreclosed in the appropriate court in and for Walton County, Florida.

19.11. Recording and Priority of Lien. The lien of the Association shall be effective from and after recording a claim of lien in the Public Records of Walton County, Florida, stating the description of the Unit encumbered thereby, the name and address of the Association, the name of the record owner, the amount and the date when due, and shall continue in effect for as long as is allowable under the Florida

Condominium Act, or until all sums secured thereby shall have been fully paid, whichever shall occur first. Such claims of lien shall secure all unpaid assessments, interests, costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association (regardless of when a claim therefor is recorded or the period of time for which the assessment is due) shall be a lien on the Unit encumbered superior in priority to all mortgages or other liens regardless of when recorded, but shall be subordinate to the lien of any first mortgage which is recorded prior to the time of recording the Association's claim of lien. Provided, however, the lien of the Association for tax or special assessment advances made by the Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interest in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefore, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this provision.

19.12. Effect of Foreclosure or Judicial Sale. In the event that any person, firm or corporation shall acquire title to any Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure, judicial sale, or deed in lieu of foreclosure, of a first mortgagee, such person, firm or corporation so acquiring title shall be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall be jointly and severally liable with the previous owner for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by the Association representing an apportionment of taxes or special assessment levied by tax authorities against the Condominium in its entirety, and except that a first mortgagee acquiring title by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that become due prior to the mortgagee's receipt of the deed, as limited by the Florida Condominium Act. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for the grantor's share of the Common Expenses

up to the time of transfer of title, with-out prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

In the event of the acquisition of title to a Unit by the first mortgagee or its successor or assign by foreclosure, judicial sale, or deed in lieu of foreclosure, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Units as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement or collection of such payment by means other than foreclosure.

19.13. Effect of Voluntary Transfer. When the owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the owner of such Unit, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such Unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of the Unit and Unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the owner of the Unit responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by' the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of

any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

19.14. **Condominium Association Working Capital Contribution.** At the time of the initial transfer of title of any Unit in the Condominium by the Declarant, a one-time working capital contribution in an amount equal to the quarterly rate of regular assessments being charged to such Unit type as of the date of closing shall be collected by the Association from the purchaser. This contribution may be used by the Association for any purpose it deems necessary or appropriate unless prohibited by applicable Florida law (working capital contributions may not be used for payment of Association common expenses during the time in which the Declaration guaranty of common expenses pursuant to Section 9 of this Declaration is in effect). Amounts paid into this fund are not assessments and shall not be considered as an advance payment of assessments, nor a reserve.

20. **REGISTRY OF OWNERS AND MORTGAGEES.** The Association shall at all times maintain a Register of Owners containing the names and addresses of the owners and mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his or her interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit, and current address, telephone, and voting designation, as appropriate, concerning the Unit. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

21. **ALTERATIONS OF AND IMPROVEMENT TO UNITS AND COMMON ELEMENTS.** Neither a Unit owner nor the Association shall make any alterations, improvement or additions to Units or Common Elements, except in compliance with the following:

21.1. **By Unit Owner.** Unless the Unit owner(s) shall first submit plans

for such work to the Board, and the Board, by resolution adopted by the affirmative vote of a majority of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment or appliance in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or damage the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, any storm or hurricane shutter or awning or any protective or decorative panel, paneling, trim, enclosure, fixture, on appliance, excepting hurricane shutters for porches and decks in accordance with Section 21.3 below, or (5) enclose any balcony, decks or landing adjoining a Unit or forming a part of a Unit (except as permitted in this Declaration or the Master Declaration) or (6) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs its appearance from other Units.

21.2. By Association. There shall be no material alterations or substantial improvements or additions to the Common Elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements, except the acquisition of additional real property, which improvements, together with the costs thereof, have been approved by eighty percent (80%) of the total voting interest in the Association. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all Units as Common Expenses. Acquisition of additional land shall be made and approved only in accord with the provisions of the Condominium Act.

21.3. Hurricane/Storm Shutters. Unit owners may install hurricane/storm shutters protecting the porch, deck, and any similar areas which are a part of their Unit or Limited Common Elements appurtenant to their Unit as provided herein. For purposes of

uniformity and exterior appearance of the Condominium Units and building, the Board of Directors of the Association shall adopt and approve a model, style and color of storm shutter as a standard storm shutter for use in the Condominium, which may be installed on the exterior of the terraces in compliance with applicable building codes. No storm shutter except of the models, colors and styles adopted by the Board of Directors shall be used in or upon the Condominium Property.

22. **TERMINATION.** The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

22.1. **Destruction.** In the event it is determined in the manner elsewhere herein provided that the improvement shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated, without need for agreement under Article 22.2.

22.2. **Agreement.** The Condominium may be terminated at any time by the approval in writing of all of the owners of Units in the Condominium, and by all record owners of recorded mortgages upon Units therein. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of not less than seventy-five percent (75%) of the total voting interest in the Association, and of the record owners of all recorded mortgages upon Units in the Condominium, is obtained not later than thirty (30) days after the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners during a period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1) **Exercise of Option.** The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased of an agreement to purchase signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(2) **Price.** The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days

from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(3) Payment. The purchase price shall be paid in immediately available funds, such as wire transfer, or certified or cashiers check.

(4) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

22.3. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Walton County, Florida.

22.4. Shares of Owners After Termination. After termination of the Condominium the Unit owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit owners. Such undivided shares of the Unit owners shall be the same as the undivided was in the Common Elements appurtenant to the owners' Units prior to the termination as set forth in Exhibit "D" hereto.

22.5. Amendment. This Article 22 shall not be amended without consent of all Unit owners and of all owners of mortgages required to approve termination by agreement.

23. **ADDITIONAL RIGHTS OF DECLARANT.** So long as Declarant, or any mortgagees succeeding Declarant in title, shall own any Unit, it shall have the right to use any such unit as a model and/or office, to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests.

24. **BLUE MOUNTAIN BEACH MASTER OWNERS ASSOCIATION, INC.** The Association will be one of several members of Blue Mountain Beach Master Owners Association, Inc. (the "Master Association"), a Florida not-for-profit Corporation. In addition to the Association, other members of the Master Association will be such other condominium associations, property owners, or other persons or entities having an ownership or managerial interest in such other real property which is described in the Master Declaration or subjected to the Master Declaration in accordance with its terms. Individual Unit owners of **Village Place Condominiums, a Condominium** shall not have any proprietary or other rights in the Master Association, except to the extent that the Association receives benefits from the Master Association. The Master Association will make assessments against its members for its expenses, and those members, including the Association, shall be obligated to pay such assessments. Individual Unit owners in **Village Place Condominiums, a Condominium** shall be obligated to share in the expense of assessments due to the Master Association by the Association, and such expenses shall be deemed a Common Expense for owners of Units in **Village Place Condominiums, a Condominium**. The assessments established by the Master Association are to be used for the improvement, maintenance, enhancement and operation of the Common Property as described in the Master Declaration and to provide services which the Master Association is authorized or required to provide including but not limited to the payment of taxes and insurance on the Common Property as described in the Master Declaration, construction of improvement, repair or replacement of Common Property as described in the Master Declaration, and for such other purpose reasonably related to the carrying out of the authorized functions and purposes of the Master Association. The amount of the assessments is to be set by the Board of Directors of the Master Association. The Association, acting through its Board of Directors, shall exercise whatever voting powers accrue to the Association by virtue of membership in the Master Association, subject to terms of the Master Declaration. Title to the Units created hereunder shall be taken subject to the Master Declaration, and any amendments thereto. Said Master Declaration, among other things, imposes a burden and obligation upon the Condominium Property and other properties, for the maintenance and support of the Master Association..

25. **MORTGAGEE PROTECTION CLAUSE.** The following provisions are for the benefit of first mortgagees (and the holders of junior mortgages which holders are financial institutions) and to the extent these provisions conflict with any other provisions of this Declaration, these provisions shall control:

25.1. All such mortgagees who have made written request and registered their names with the Association shall be given: (i) thirty (30) days written notice prior to the effective date of any proposed, material amendment to this Declaration or the Articles of Incorporation or By-Laws of the Association and prior to the effective date of any termination of any agreement for professional management of the Common Elements following a decision of the Owners to assume self-management of the Common Elements; (ii) immediate notice following any damage to the Common Elements whenever the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000.00), and as soon as the Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the Common Elements; (iii) thirty (30) days notice after delinquency of more than sixty (60) days in payment of assessments by the owner of the Unit on which it holds a mortgage; (iv) thirty (30) day's written notice prior to lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (v) thirty (30) days written notice prior to any proposed action which requires the consent of any percentage of mortgage holders.

25.2. Any holder of a mortgage encumbering any Unit which obtains title to such Unit pursuant to the remedies provided in such mortgage or by deed in lieu of foreclosure, shall take title to such Unit free and clear of any claims of unpaid assessments or damages due to the Association against such Unit to the extent provided in Chapter 718 of the Florida Statutes, as amended.

25.3. Unless at least sixty percent (60%) of first mortgagees (based upon one vote for each mortgage owned), and sixty percent (60%) of the owners of Units (other than Declarant) have given their prior written approval, and the approval of Declarant has been obtained if Declarant holds any Units for sale in the ordinary course of business, neither the Association, nor the Owners shall:

(1) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit; or

(2) Amend this Declaration or the Articles of Incorporation or By-Laws of the Association in such a manner that the rights of any mortgagee will be directly and adversely affected.

25.4. This Declaration places no restrictions on multiple or joint

ownership of a Unit or Units which would require any cross-collateralization of mortgage loans on a Unit or Units owned and mortgaged by multiple owners.

26. MISCELLANEOUS.

26.1. Severability. The invalidity in whole or in part of any covenant or restriction, or any Article, sub-article, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

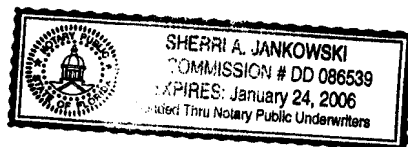
26.2. Applicability of Declaration of Condominium. All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

26.3. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership. Unless prohibited thereby, if any provisions of the Condominium Act conflict with the provisions of this Declaration, this Declaration shall control.

26.4. Parties Bound. The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements, and this Declaration shall be binding upon Declarant, its successors and assigns, and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Declarant has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its undersigned, duly authorized officers on the date first set forth above.

Sherri A. Jankowski



Signed, sealed and delivered
presence of:

Sherri A. Jankowski
Sherri A. Jankowski

Lori M. Meeker
Lori M. Meeker

WILLIS, KRENKEL & MACLIN
PROPERTIES, LLC, a Florida Limited
Liability Company

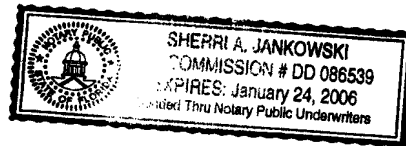
Henry W. Maclin, III
By: Henry W. Maclin, III
Its: Managing Member

STATE OF FLORIDA
COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 1st day of
June, 2005, by Henry W. Maclin, III, Managing Member of **Willis, Krenkel & Maclin Properties, LLC**, a Florida Limited Liability Company, who is personally known to me.

NOTARY PUBLIC

Sherri A. Jankowski
Sherri A. Jankowski



JOINDER OF MORTGAGEE

First National Bank of Florida - Destin Office, a Florida banking corporation, hereinafter called "Lender", the owner and holder of a mortgage encumbering the property described in Exhibit A of this Declaration of Condominium, which mortgage is that certain mortgage dated the 22nd day of February, 2005 and recorded in Official Records Book 2655 Pages 4954-4960, Public Records of Walton County, Florida, to the extent it is required to do so under the laws of the State of Florida, join in the making of the foregoing Declaration of Condominium and agree that the lien of said mortgage shall hereafter encumber each and every of the units as set forth in said Declaration including, but not limited to, all of the undivided shares of the common elements.

First National Bank of Florida - Destin Office

By: Sharon Hines

Its: Assistant Vice President

STATE OF FLORIDA
COUNTY OF Okaloosa

BEFORE ME, the undersigned authority, this day personally

appeared Sharon Hines, as AVP, of First National Bank of Florida - Destin Office,

who is personally known to me or

who showed _____ as proof of identification and who did not take an oath,

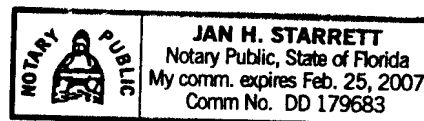
to be the person(s) described in the foregoing instrument, and he/she/they acknowledge the execution thereof to be his/her/their free act and deed for the uses and purposes therein expressed, on behalf of said corporation.

WITNESS my hand and official seal this 7th day of June, 2005.

Jan H. Starrett
NOTARY PUBLIC
Print Name: _____

My Commission expires: _____

[SEAL]



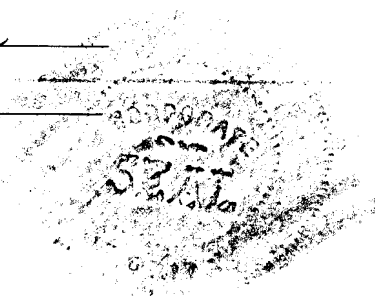
JOINDER OF MORTGAGEE

BankTrust, a Florida banking corporation, hereinafter called "Lender", the owner and holder of a mortgage encumbering the property described in Exhibit A of this Declaration of Condominium, which mortgage is that certain mortgage dated the 8th day of November, 2004 and recorded in Official Records Book 2642 Pages 2149-2158, Public Records of Walton County, Florida, to the extent it is required to do so under the laws of the State of Florida, join in the making of the foregoing Declaration of Condominium and agree that the lien of said mortgage shall hereafter encumber each and every of the units as set forth in said Declaration including, but not limited to, all of the undivided shares of the common elements.

BankTrust

By: Jean Schultz
Its: Vice President

STATE OF FLORIDA
COUNTY OF Walton



BEFORE ME, the undersigned authority, this day personally appeared Jean Schultz, as Vice President, of BankTrust, X who is personally known to me or _____ who showed _____ as proof of identification and who did not take an oath,

to be the person(s) described in the foregoing instrument, and he/she/they acknowledge the execution thereof to be his/her/their free act and deed for the uses and purposes therein expressed, on behalf of said corporation.

WITNESS my hand and official seal this 7 day of June 2005.

Belinda Sue Skinner
NOTARY PUBLIC
Print Name: Belinda Sue Skinner
My Commission expires:

[SEAL]



VILLAGE PLACE CONDOMINIUMS

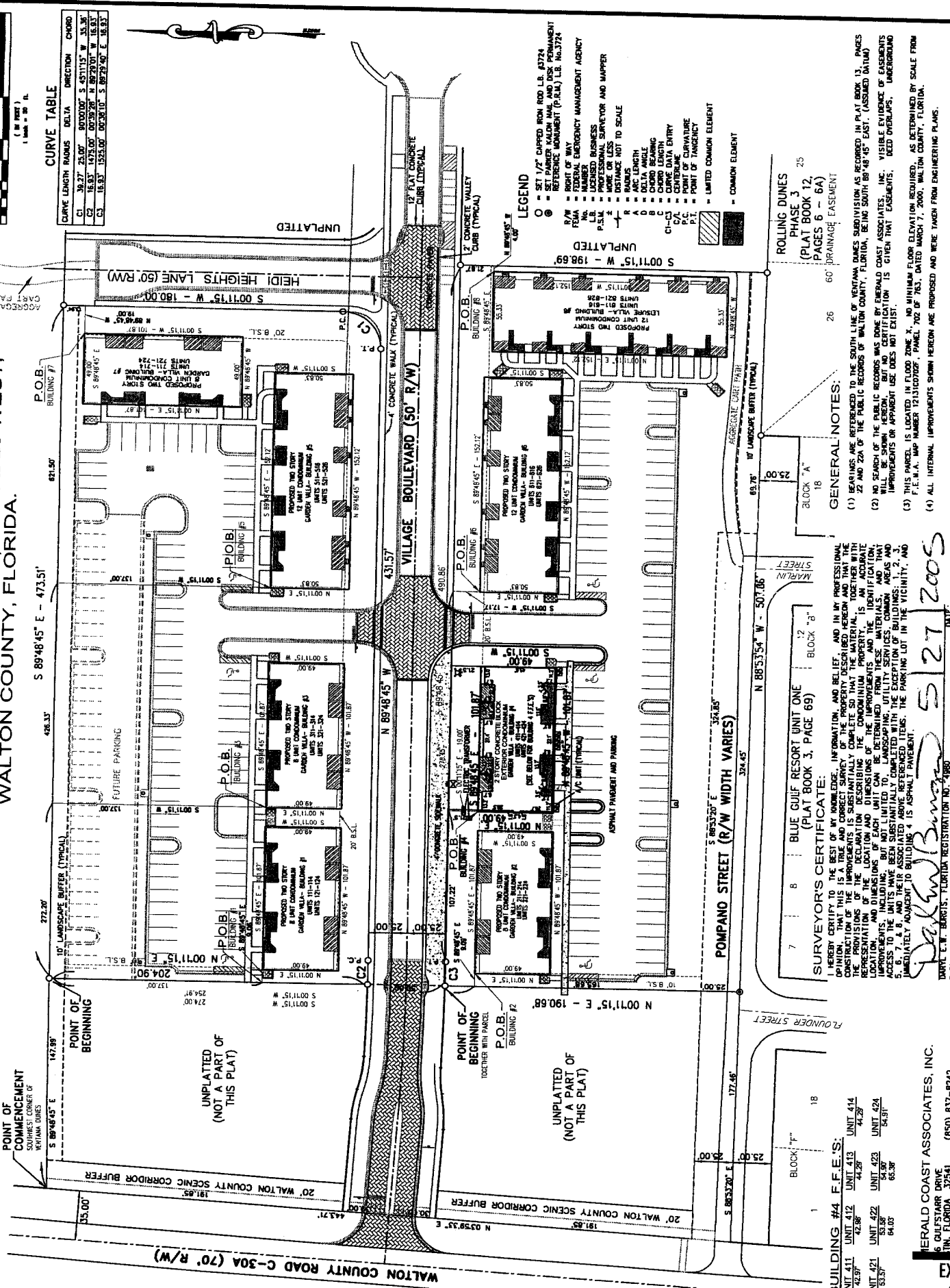
A CONDOMINIUM

IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST, WALTON COUNTY, FLORIDA.

GRAPHIC SCALE
1" = 20' 0"

CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	DIRECTION	CHORD
C1	39.27	25.00°	S 07°07'00" E	35.36'
C2	16.93'	147°53'00"	N 82°29'01" W	16.93'
C3	16.93'	155°53'00"	S 82°29'40" E	16.93'



- LEGEND
- O - SET 1/2" CHIPPED IRON ROD L.E. #3724
 - ⊙ - SET 1/2" CHIPPED IRON ROD L.E. AND 105" PERMANENT REFERENCE MARK (P.R.M.) L.E. #3724
 - R/W - RIGHT OF WAY
 - FEMA - FEDERAL EMERGENCY MANAGEMENT AGENCY
 - No. - NUMBER
 - L.E. - LICENSED BUSINESS
 - P.S. - PROFESSIONAL SURVEYOR AND MAPPER
 - ± - MORE OR LESS SURVEYOR AND MAPPER
 - R - RADIUS
 - Δ - DELTA
 - ∠ - ANGLE
 - ∠ - CHORD BEARING
 - ∠ - CHORD LENGTH
 - ∠ - CURVE DATA ENTRY
 - ∠ - POINT OF CURVATURE
 - P.T. - POINT OF TANGENCY
 - LIMITED COMMON ELEMENT
 - COMMON ELEMENT

GENERAL NOTES:

- (1) BEARINGS ARE REFERENCED TO THE SOUTH LINE OF VERTICAL DUNES SUBDIVISION AS RECORDED IN PLAT BOOK 13, PAGES 22 AND 23 OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, BEING SOUTH 89°48'45" EAST, (ASSUMED DATUM)
- (2) NO COPY OF THE PUBLIC RECORDS WAS PROVIDED BY EMERALD COAST ASSOCIATES, INC. VISIBLE EVIDENCE OF EASEMENTS WILL BE SHOWN. FEDERAL EASEMENT INFORMATION IS GIVEN THAT EASEMENTS, DEED OVERLAPS, UNDERGROUND IMPROVEMENTS OR APPARENT USE DOES NOT EXIST.
- (3) THIS PARCEL IS LOCATED IN FLOOD ZONE X. AN MINIMUM FLOOR ELEVATION REQUIRED, AS DETERMINED BY SCALE FROM THIS PARCEL, IS LOCATED IN FLOOD ZONE X. AN MINIMUM FLOOR ELEVATION REQUIRED, AS DETERMINED BY SCALE FROM THIS PARCEL, IS LOCATED IN FLOOD ZONE X. AN MINIMUM FLOOR ELEVATION REQUIRED, AS DETERMINED BY SCALE FROM THIS PARCEL, IS LOCATED IN FLOOD ZONE X. AN MINIMUM FLOOR ELEVATION REQUIRED, AS DETERMINED BY SCALE FROM THIS PARCEL, IS LOCATED IN FLOOD ZONE X.
- (4) ALL INTERNAL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AND WERE TAKEN FROM ENGINEERING PLANS.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AND IN MY PROFESSIONAL OPINION THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORDS OF THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED HEREON AND THAT THE CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE. I AM AN ACCREDITED SURVEYOR OF THE STATE OF FLORIDA. THE LOCATION AND DIMENSIONS OF THE CONDOMINIUM PROPERTY AND THE DIMENSIONS OF THE CONDOMINIUM UNITS ARE SHOWN ON THIS PLAN. THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THE IDENTIFICATION OF THE IMPROVEMENTS CAN BE DETERMINED FROM THESE MATERIALS, AND THAT ACCESS TO THE UNITS HAS BEEN SUBSTANTIALLY COMPLETED WITH THE EXCEPTION OF BUILDINGS 5, 6, 7, 8 AND THEIR ASSOCIATED ABOVE REFERENCED ITEMS. THE PARKING LOT IN THE VICINITY, AND THE LATERE ADJACENT TO BUILDING 4 IS ASPHALT PAVEMENT.

Dakota B... 5/27/2005 DATE:

DRYD, E.W. - SURVEYOR - FLORIDA REGISTRATION NO. 4880
 EMERALD COAST ASSOCIATES, INC.
 6000 PARK DRIVE
 DESTEIN, FLORIDA 32541

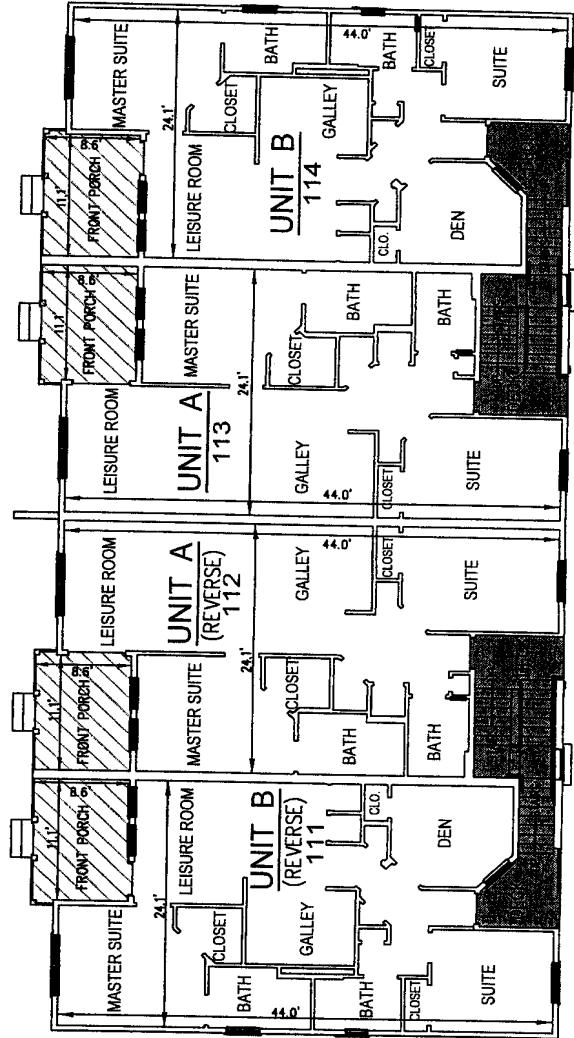
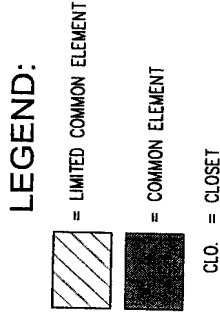
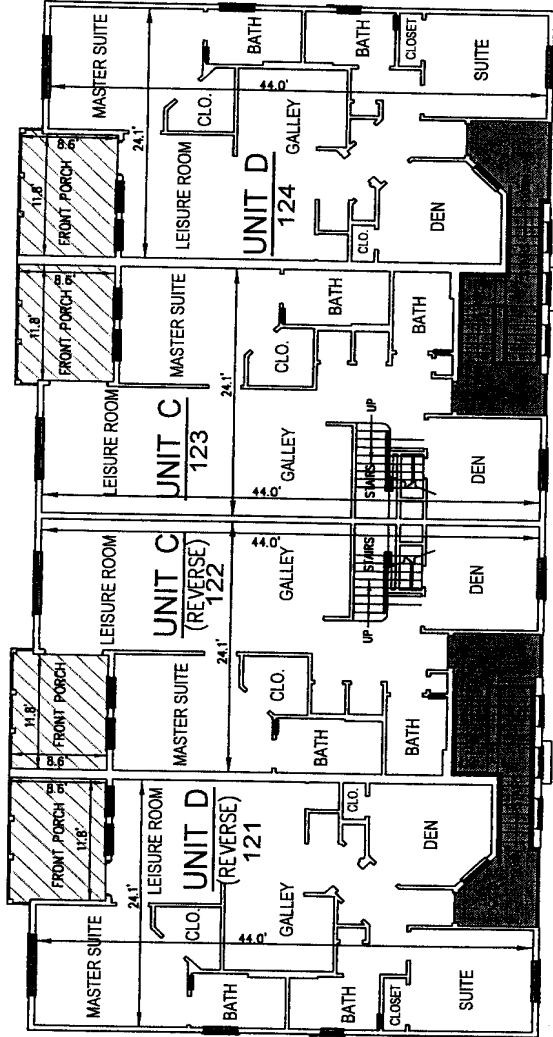
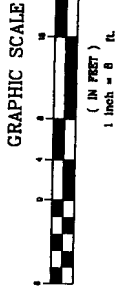
BUILDING #4 F.F.E.'S:

UNIT 411	UNIT 412	UNIT 413	UNIT 414
42.97'	44.29'	44.29'	44.29'
UNIT 421	UNIT 422	UNIT 423	UNIT 424
53.37'	53.37'	54.07'	54.07'

EMERALD COAST ASSOCIATES, INC.
 6 GULFSTAR DRIVE
 TALLAHASSEE, FLORIDA 32311 (850) 837-8242
 SUBJECT: 00-162
 E: G:\PLAT\00-162\00-162_PRELIM.DWG

EXHIBIT B

VILLAGE PLACE CONDOMINIUMS
A CONDOMINIUM
 IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
 WALTON COUNTY, FLORIDA.



NOTE:
 SEE SHEETS 21-24 OF 30
 FOR TYPICAL UNIT DIMENSIONS.

VILLAGE PLACE CONDOMINIUMS

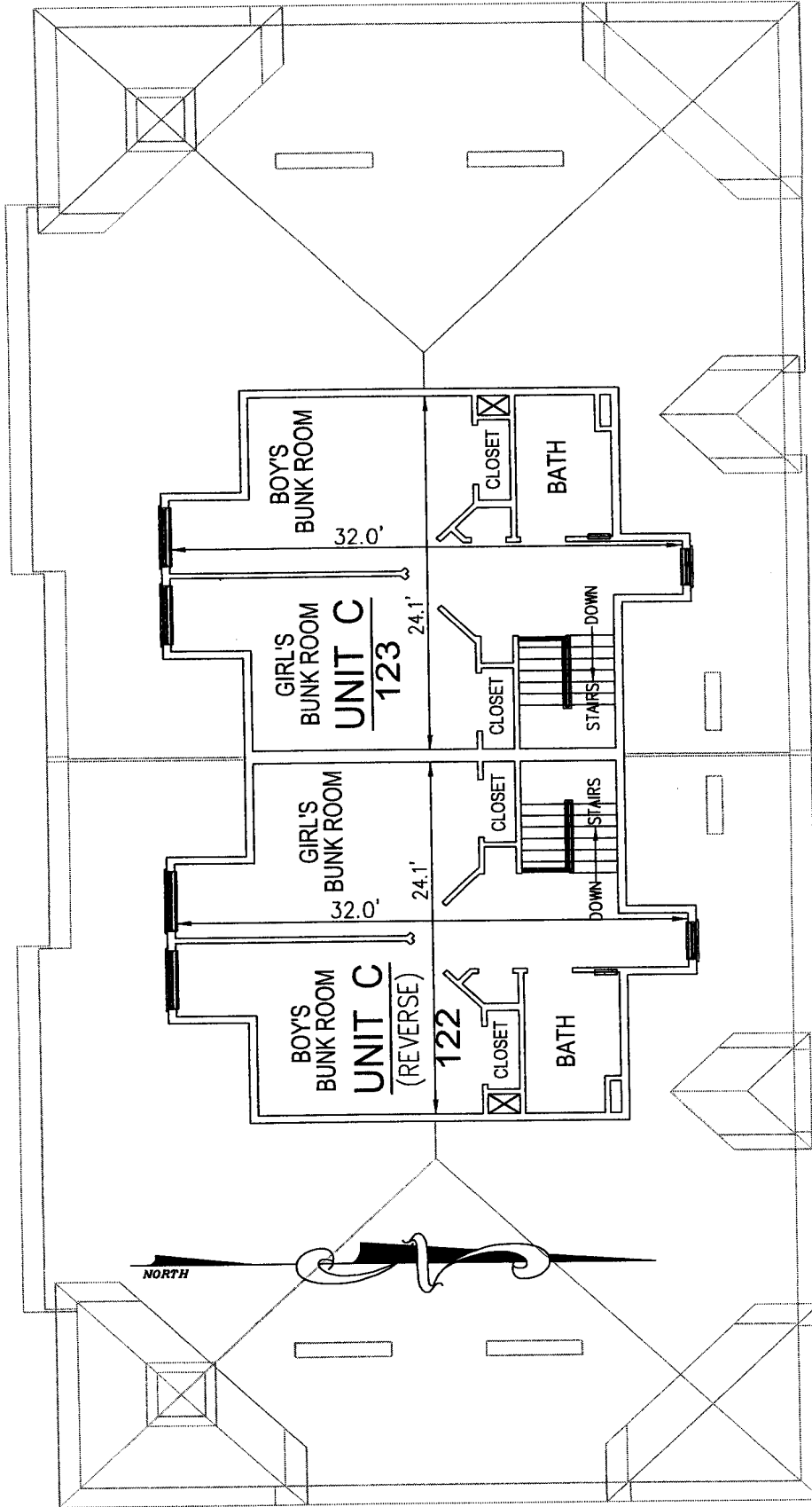
A CONDOMINIUM

IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
WALTON COUNTY, FLORIDA.

NOTE:

SEE SHEET 25 OF 30
FOR TYPICAL UNIT DIMENSIONS.

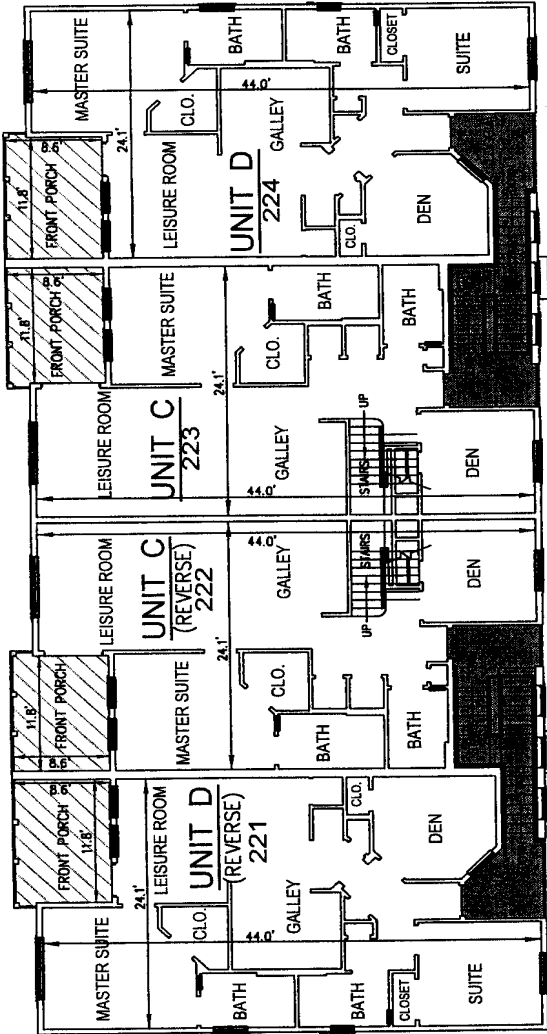
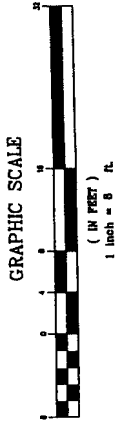
GRAPHIC SCALE



THIRD FLOOR PLAN (BUILDING 1)

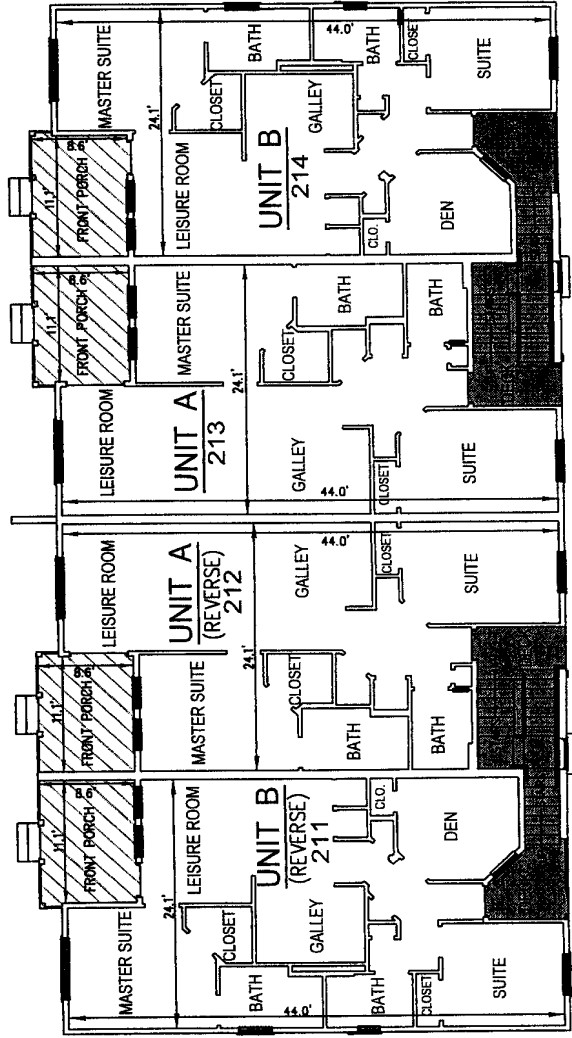
NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

VILLAGE PLACE CONDOMINIUMS
A CONDOMINIUM
 IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
 WALTON COUNTY, FLORIDA.



SECOND FLOOR PLAN
 (BUILDING 2)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.



FIRST FLOOR PLAN
 (BUILDING 2)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

NOTE:

SEE SHEETS 21-24 OF 30
 FOR TYPICAL UNIT DIMENSIONS.

LEGEND:

- = LIMITED COMMON ELEMENT
- = COMMON ELEMENT
- CLO. = CLOSET

VILLAGE PLACE CONDOMINIUMS

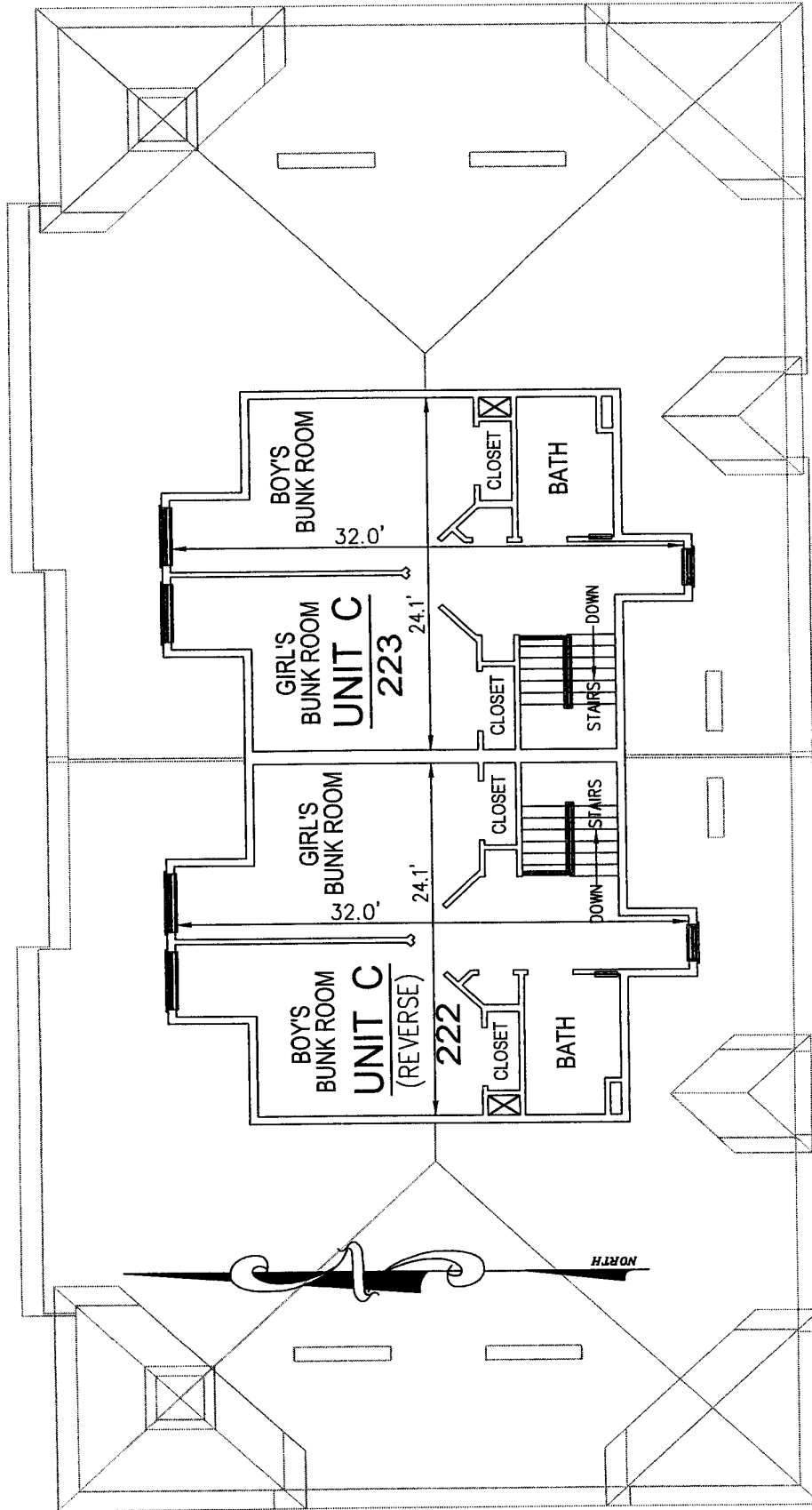
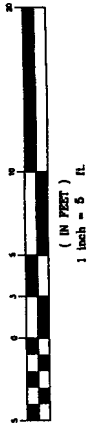
A CONDOMINIUM

IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
WALTON COUNTY, FLORIDA.

NOTE:

SEE SHEET 25 OF 30
FOR TYPICAL UNIT DIMENSIONS.

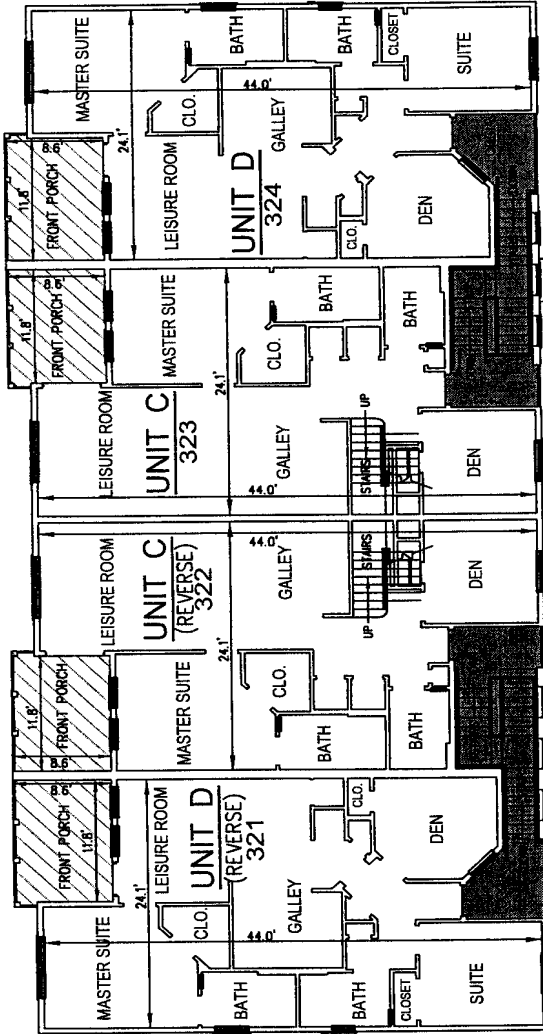
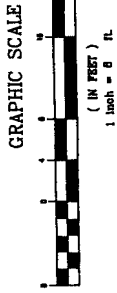
GRAPHIC SCALE



THIRD FLOOR PLAN (BUILDING 2)

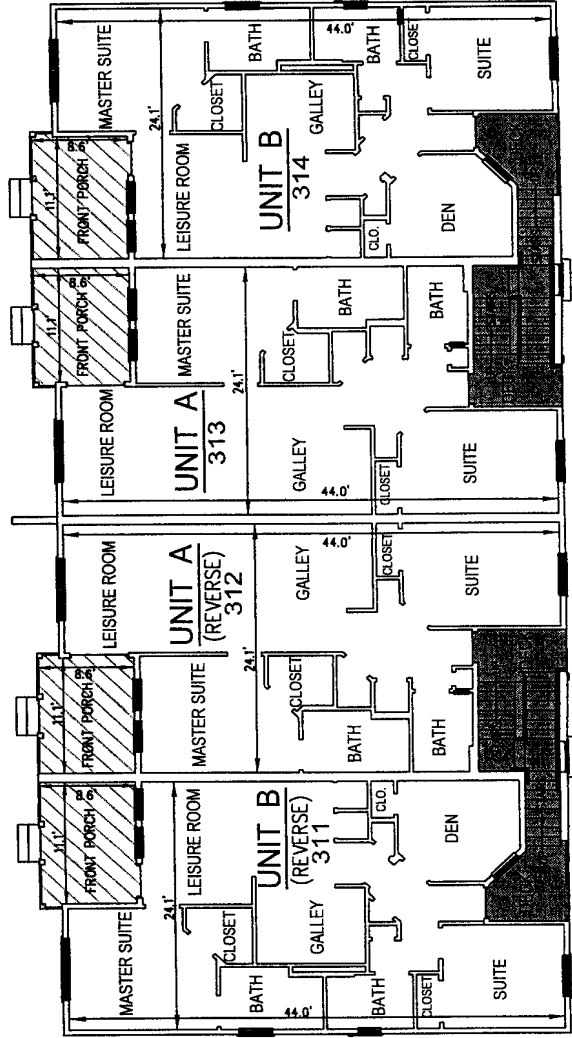
NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

VILLAGE PLACE CONDOMINIUMS
A CONDOMINIUM
 IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
 WALTON COUNTY, FLORIDA.



SECOND FLOOR PLAN
(BUILDING 3)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10"±.



FIRST FLOOR PLAN
(BUILDING 3)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10"±.

LEGEND:

- = LIMITED COMMON ELEMENT
- = COMMON ELEMENT
- CLO. = CLOSET

NOTE:

SEE SHEETS 21-24 OF 30
 FOR TYPICAL UNIT DIMENSIONS.

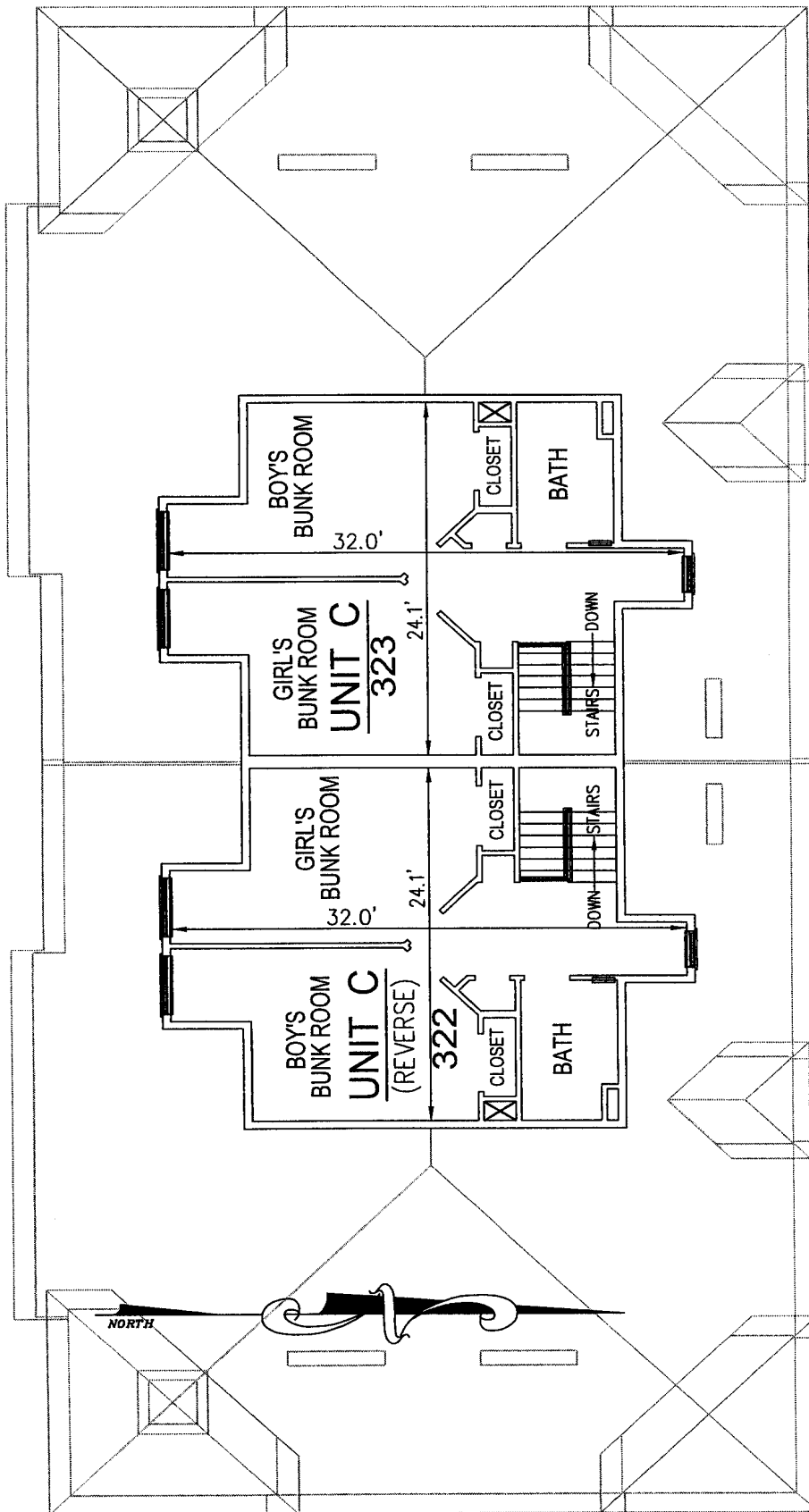
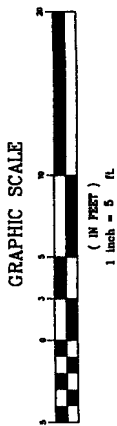
VILLAGE PLACE CONDOMINIUMS

A CONDOMINIUM

IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
WALTON COUNTY, FLORIDA.

NOTE:

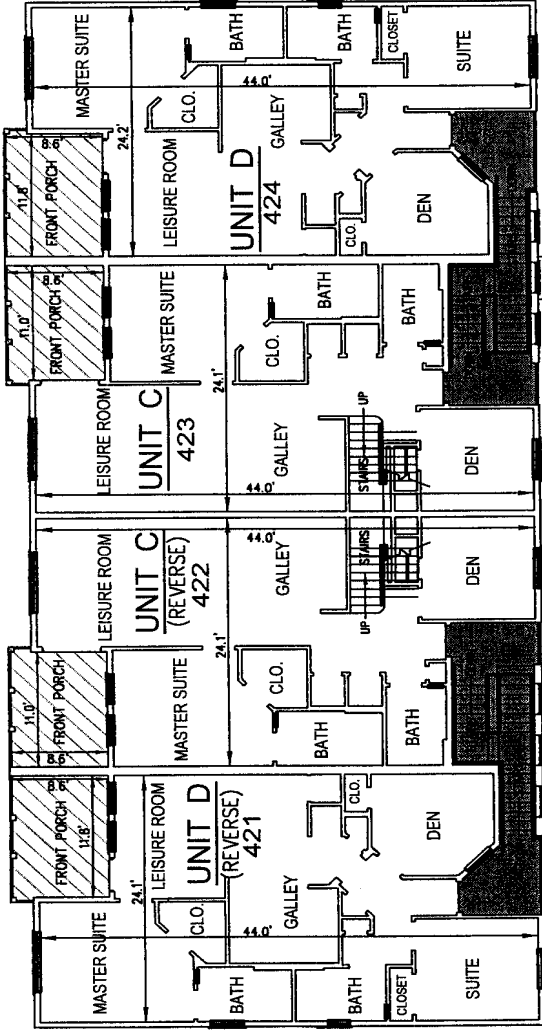
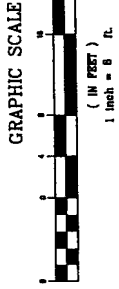
SEE SHEET 25 OF 30
FOR TYPICAL UNIT DIMENSIONS.



THIRD FLOOR PLAN (BUILDING 3)

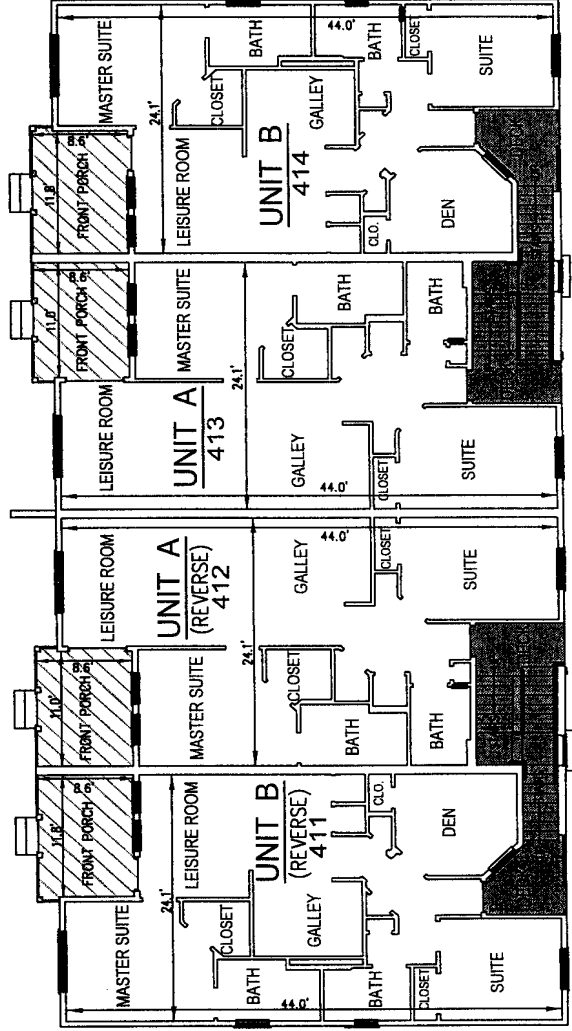
NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

VILLAGE PLACE CONDOMINIUMS
A CONDOMINIUM
 IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
 WALTON COUNTY, FLORIDA.



SECOND FLOOR PLAN
 (BUILDING 4)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10".



FIRST FLOOR PLAN
 (BUILDING 4)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10".

NOTE:
 SEE SHEETS 21-24 OF 30
 FOR TYPICAL UNIT DIMENSIONS.

EMERALD COAST ASSOCIATES, INC.
 4636 GULFSTAR DRIVE
 DESTIN, FLORIDA 32541
 PROJECT: 00-162
 FILE: 6-V-CA(160-162)00-162-PRELU.DWG

VILLAGE PLACE CONDOMINIUMS
 SHEET 11 OF 30

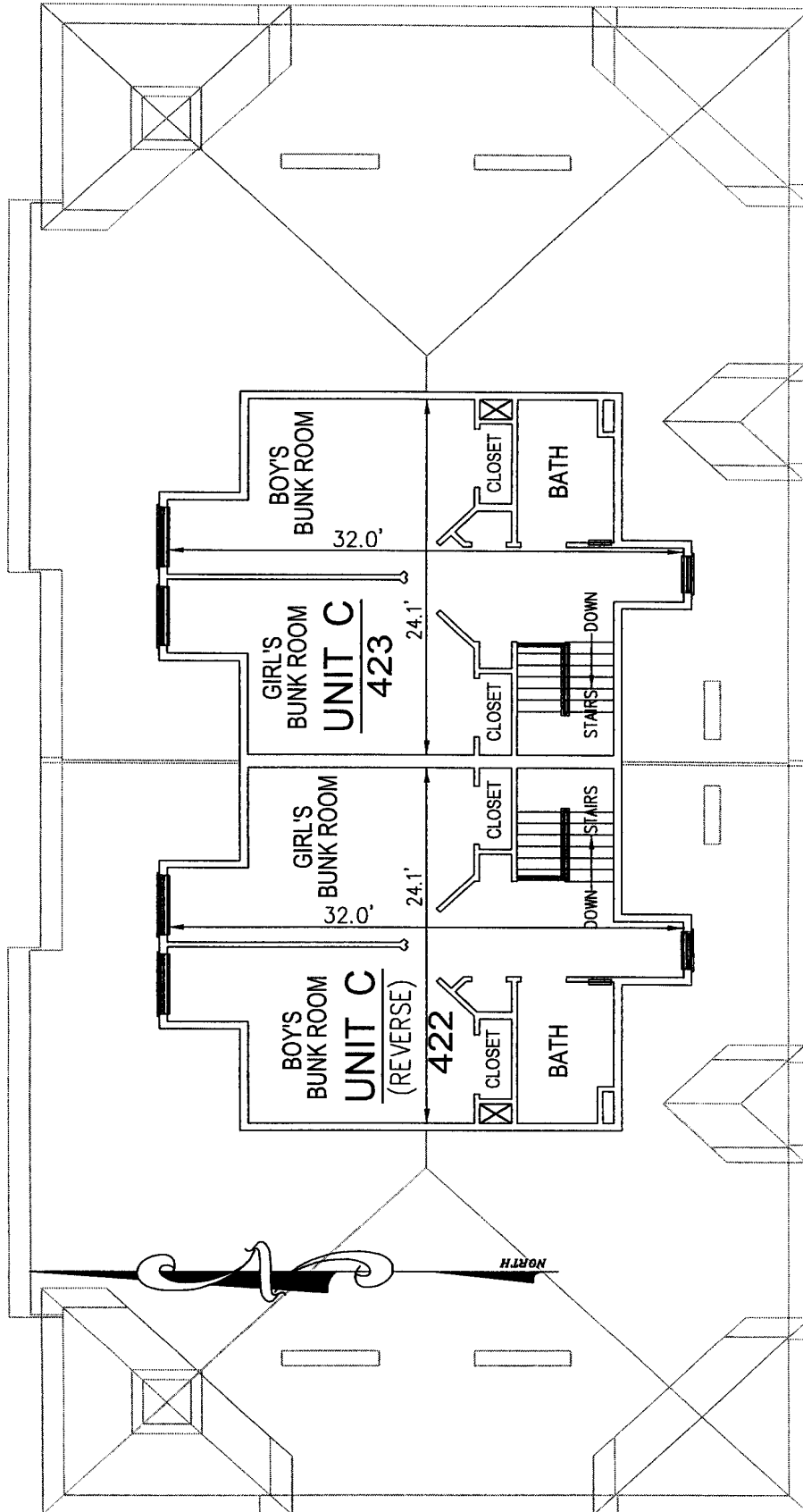
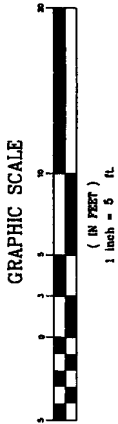
VILLAGE PLACE CONDOMINIUMS

A CONDOMINIUM

IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
WALTON COUNTY, FLORIDA.

NOTE:

SEE SHEET 25 OF 30
FOR TYPICAL UNIT DIMENSIONS.



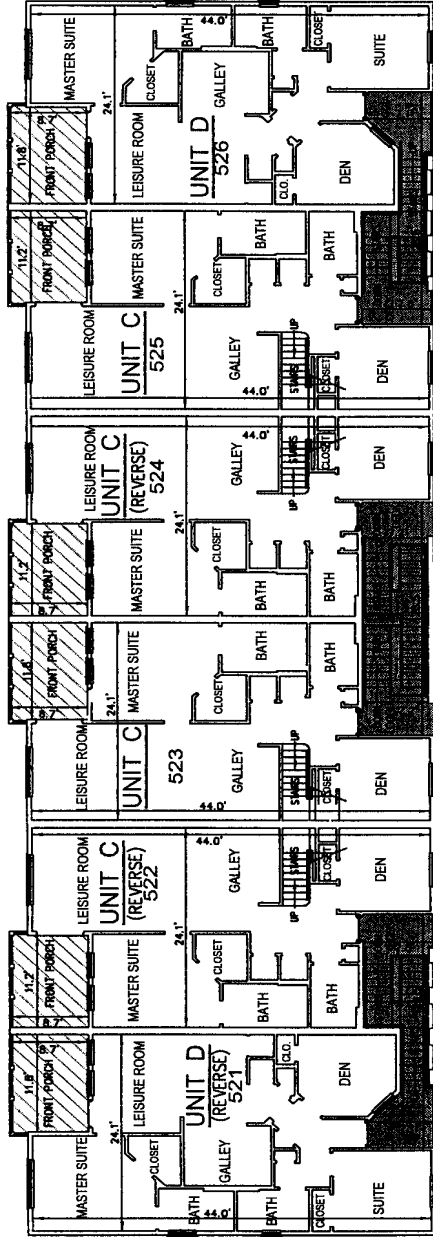
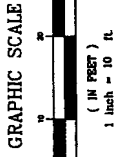
THIRD FLOOR PLAN (BUILDING 4)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

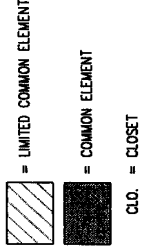
VILLAGE PLACE CONDOMINIUMS

A CONDOMINIUM

IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
WALTON COUNTY, FLORIDA.



LEGEND:

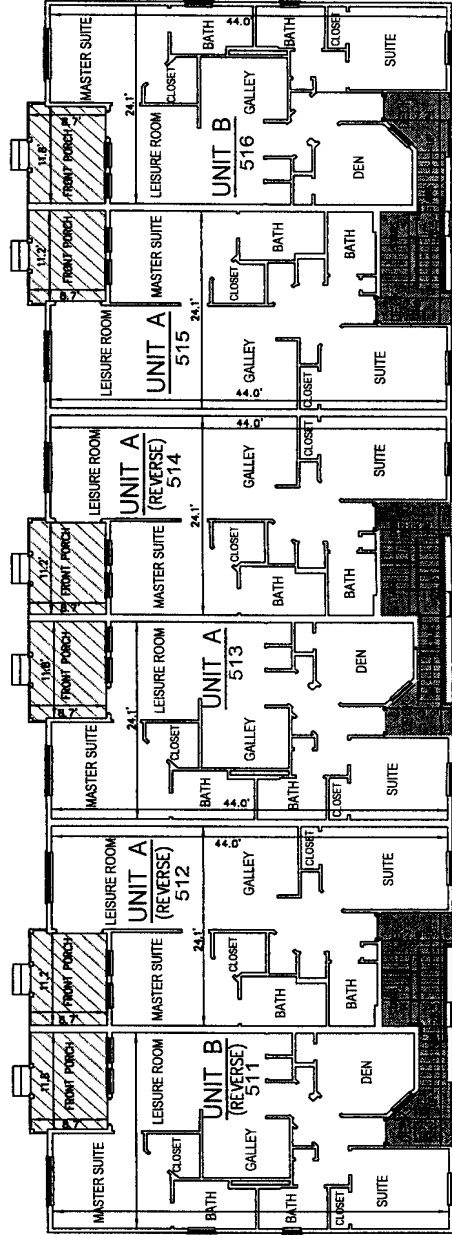


SECOND FLOOR PLAN (BUILDING 5)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10"±.

NOTE:

SEE SHEETS 21-24 OF 30
FOR TYPICAL UNIT DIMENSIONS.



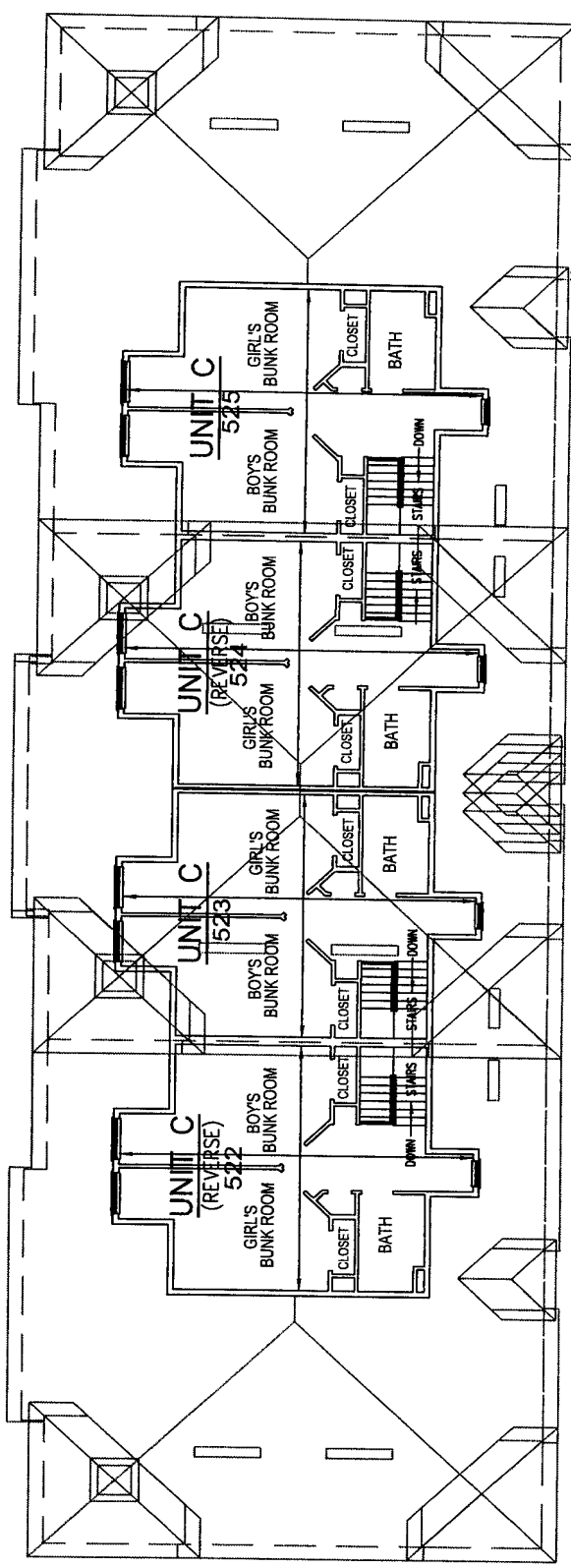
FIRST FLOOR PLAN (BUILDING 5)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10"±.

VILLAGE PLACE CONDOMINIUMS A CONDOMINIUM IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST, WALTON COUNTY, FLORIDA.



NOTE:
SEE SHEET 25 OF 30
FOR TYPICAL UNIT DIMENSIONS.



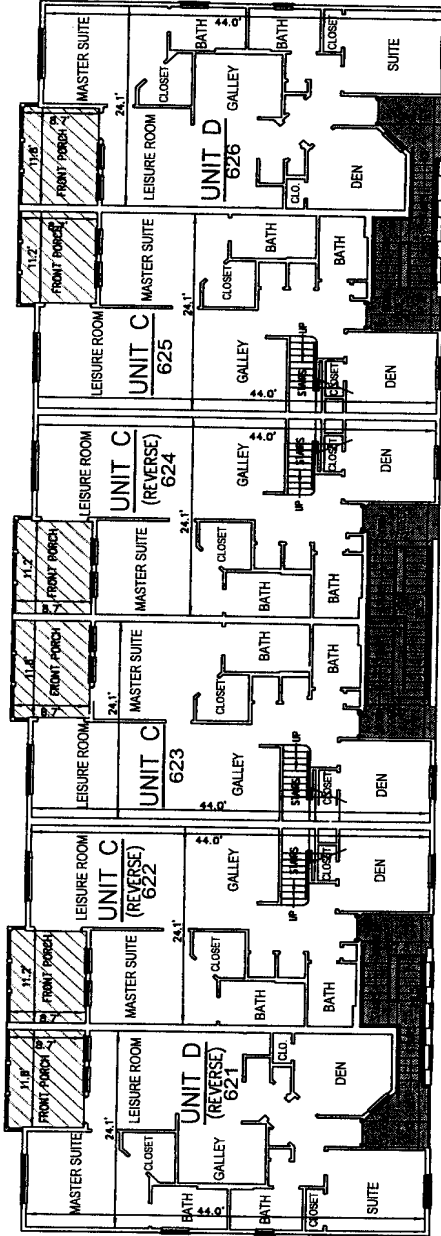
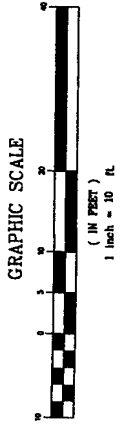
THIRD FLOOR PLAN (BUILDING 5)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10".

EMERALD COAST ASSOCIATES, INC.
625 GOLFVIEW DRIVE
N. W. CORNER
PROJECT: 00-162
FILE: G:\PLAT\00-162\00-162_PRELIM.DWG
(850) 837-8242

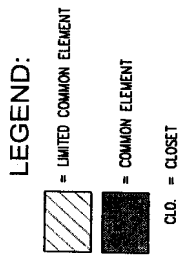
VILLAGE PLACE CONDOMINIUMS
SHEET 14 OF 30

VILLAGE PLACE CONDOMINIUMS A CONDOMINIUM IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST, WALTON COUNTY, FLORIDA.

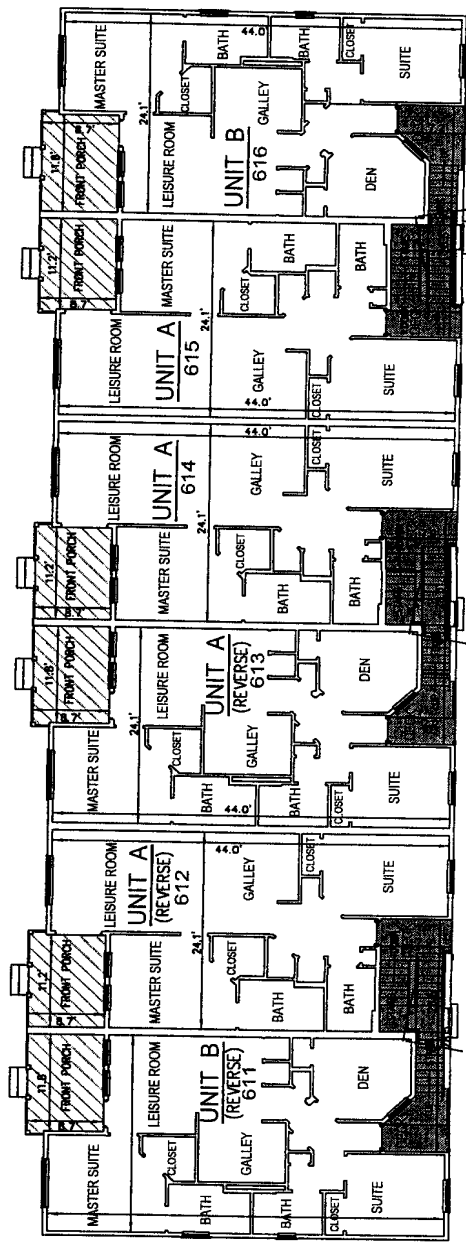


SECOND FLOOR PLAN (BUILDING 6)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10".



NOTE:
SEE SHEETS 21-24 OF 30
FOR TYPICAL UNIT DIMENSIONS.



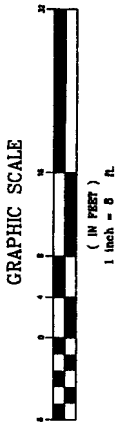
FIRST FLOOR PLAN (BUILDING 6)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10".

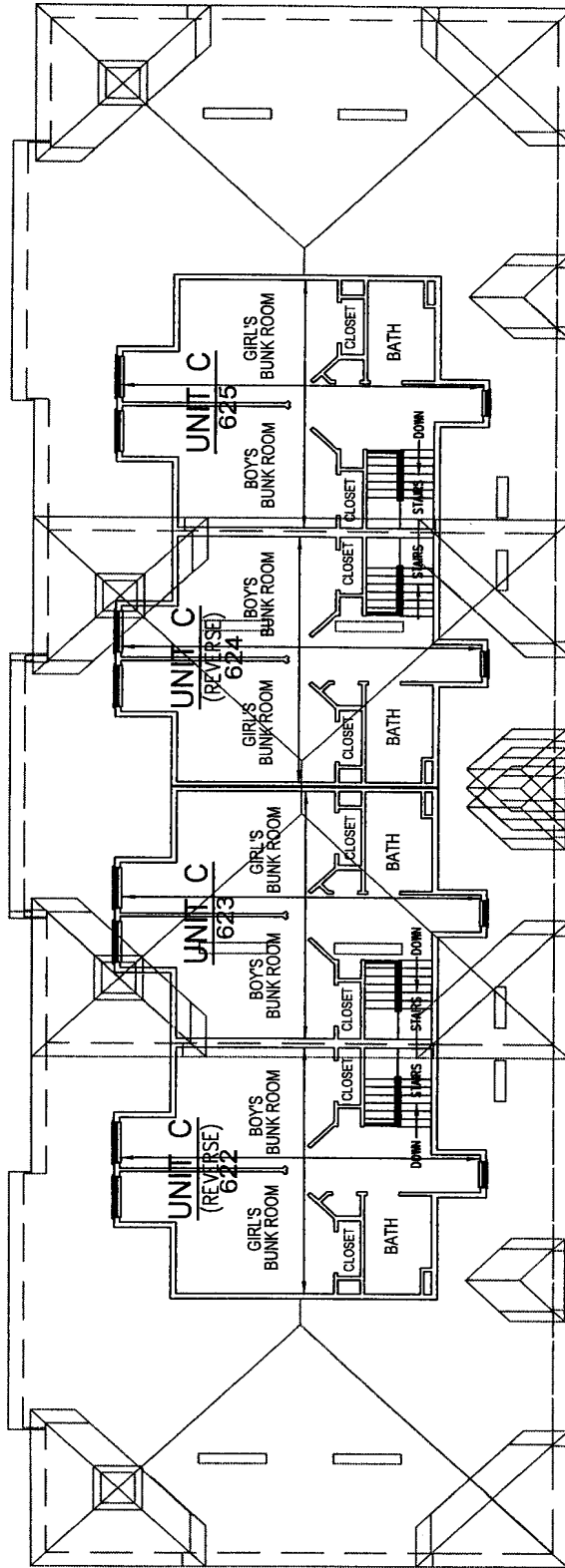
EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESBURG, FLORIDA 32541 (850) 837-8242
PROJECT: 00-162
FILE: G. PLAT 100-162\00-162_PRELIM.DWG

VILLAGE PLACE CONDOMINIUMS
SHEET 15 OF 30

VILLAGE PLACE CONDOMINIUMS A CONDOMINIUM IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST, WALTON COUNTY, FLORIDA.



NOTE:
SEE SHEET 25 OF 30
FOR TYPICAL UNIT DIMENSIONS.

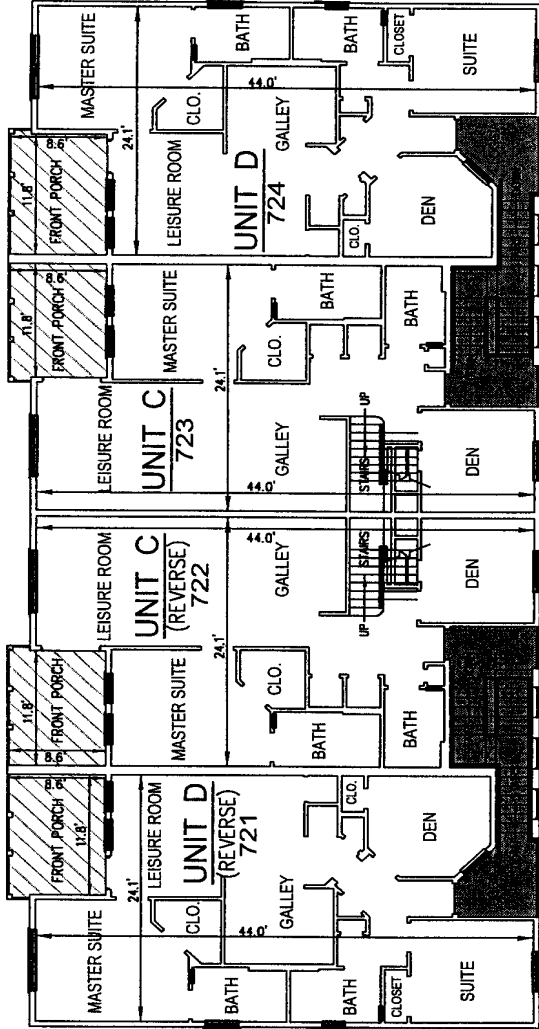
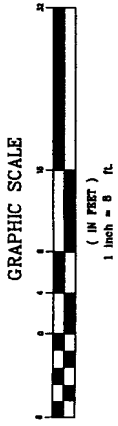


THIRD FLOOR PLAN (BUILDING 6)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

VILLAGE PLACE CONDOMINIUMS A CONDOMINIUM

IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
WALTON COUNTY, FLORIDA.



NOTE:

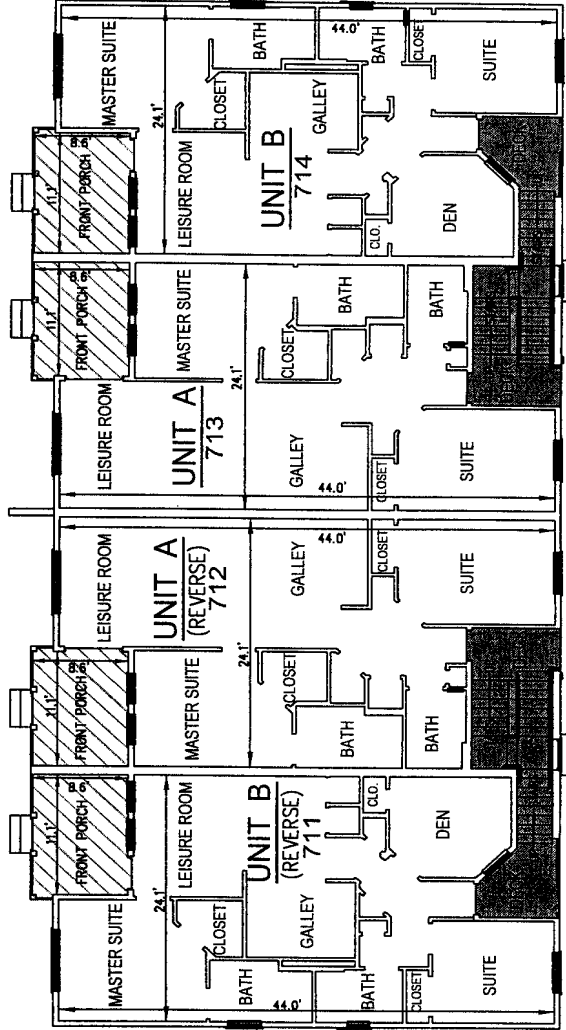
SEE SHEETS 21-24 OF 30
FOR TYPICAL UNIT DIMENSIONS.

SECOND FLOOR PLAN (BUILDING 7)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

LEGEND:

- = LIMITED COMMON ELEMENT
- = COMMON ELEMENT
- CLO. = CLOSET



FIRST FLOOR PLAN (BUILDING 7)

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

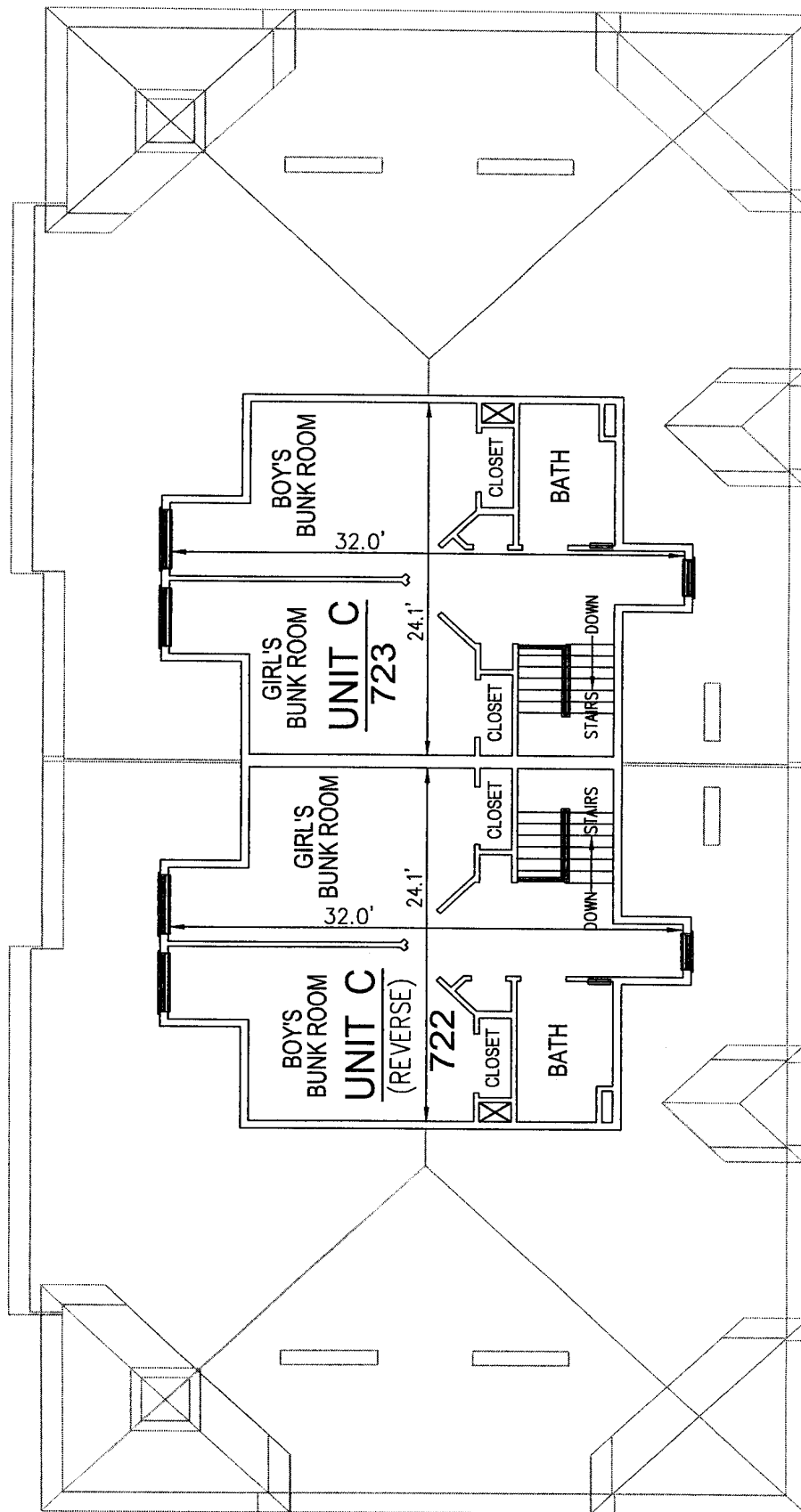
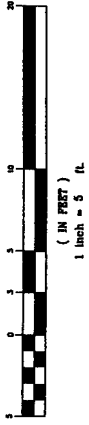
VILLAGE PLACE CONDOMINIUMS A CONDOMINIUM

IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
WALTON COUNTY, FLORIDA.

NOTE:

SEE SHEET 25 OF 30
FOR TYPICAL UNIT DIMENSIONS.

GRAPHIC SCALE



THIRD FLOOR PLAN (BUILDING 7)

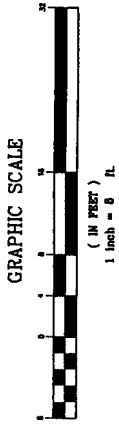
NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

VILLAGE PLACE CONDOMINIUMS

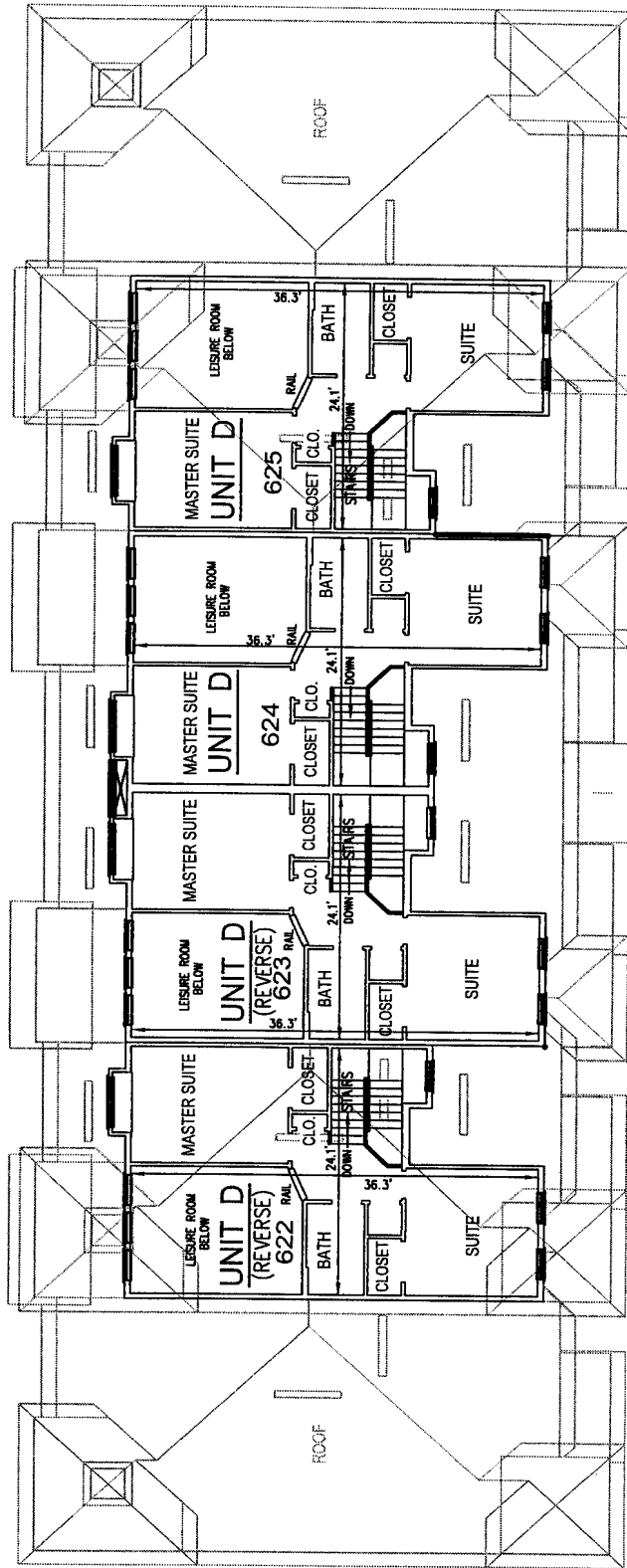
A CONDOMINIUM

IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
WALTON COUNTY, FLORIDA.

NOTE:
SEE SHEET 30 OF 30
FOR TYPICAL UNIT DIMENSIONS.



LEGEND:
C.O. = COMMON ELEMENT





THIRD FLOOR PLAN (BUILDING 8)

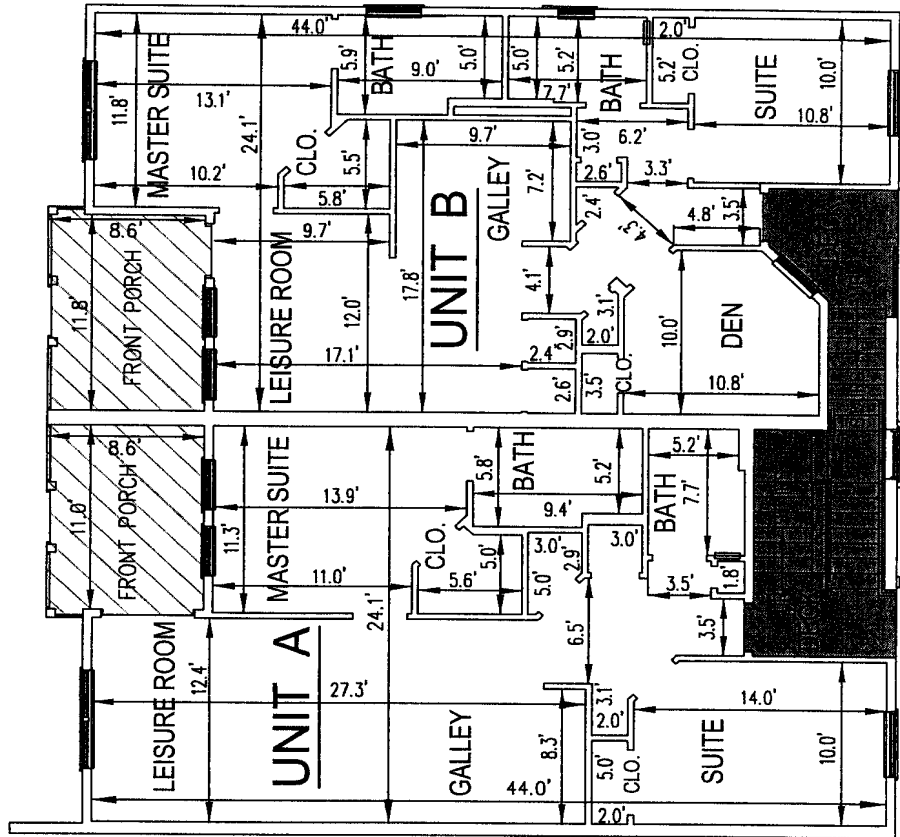
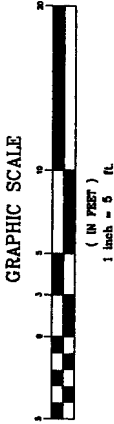
NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

VILLAGE PLACE CONDOMINIUMS A CONDOMINIUM

IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
WALTON COUNTY, FLORIDA.

LEGEND:

-  = LIMITED COMMON ELEMENT
-  = COMMON ELEMENT
- CLO. = CLOSET



TYPE A UNITS:

- 113
- 213
- 313
- 413
- 513
- 515
- 613
- 615
- 713

TYPE B UNITS:

- 114
- 214
- 314
- 414
- 516
- 616
- 714

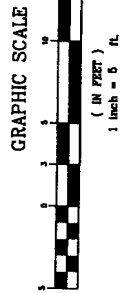
(BUILDINGS 1 - 7) TYPICAL "A" AND "B" UNIT PLAN FIRST FLOOR PLAN

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.



EXHIBIT

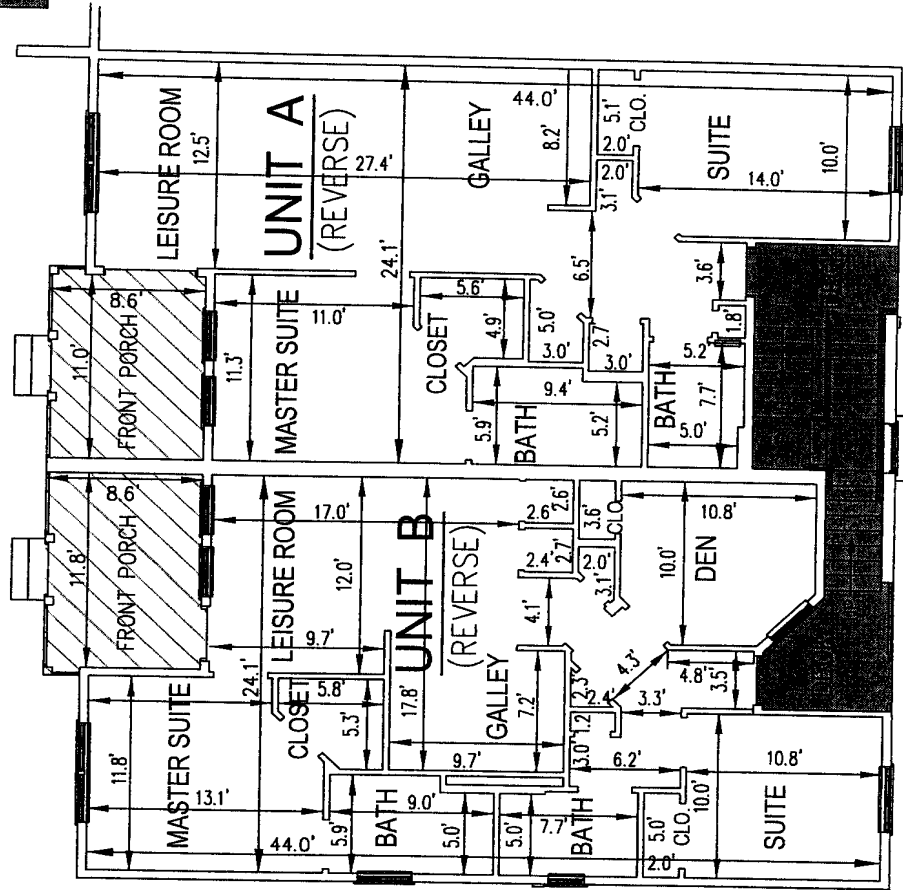
EMERALD COAST ASSOCIATES, INC.
4636 GULFSTAR DRIVE
DESTIN, FLORIDA 32541
PROJECT: 00-162
FILE: 6_VLA100-162\00-162_PRELIM.DWG

VILLAGE PLACE CONDOMINIUMS
A CONDOMINIUM
 IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
 WALTON COUNTY, FLORIDA.



LEGEND:

-  = LIMITED COMMON ELEMENT
-  = COMMON ELEMENT
- CLO. = CLOSET



TYPE B UNITS:
(REVERSE)

- 111
- 211
- 311
- 411
- 511
- 611
- 711

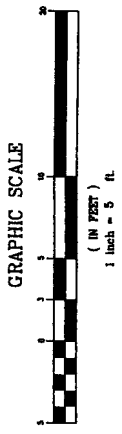
TYPE A UNITS:
(REVERSE)

- 112
- 212
- 312
- 412
- 512
- 514
- 612
- 614
- 712



(BUILDINGS 1 - 7)
TYPICAL "A" AND "B" REVERSE UNIT PLAN
FIRST FLOOR PLAN

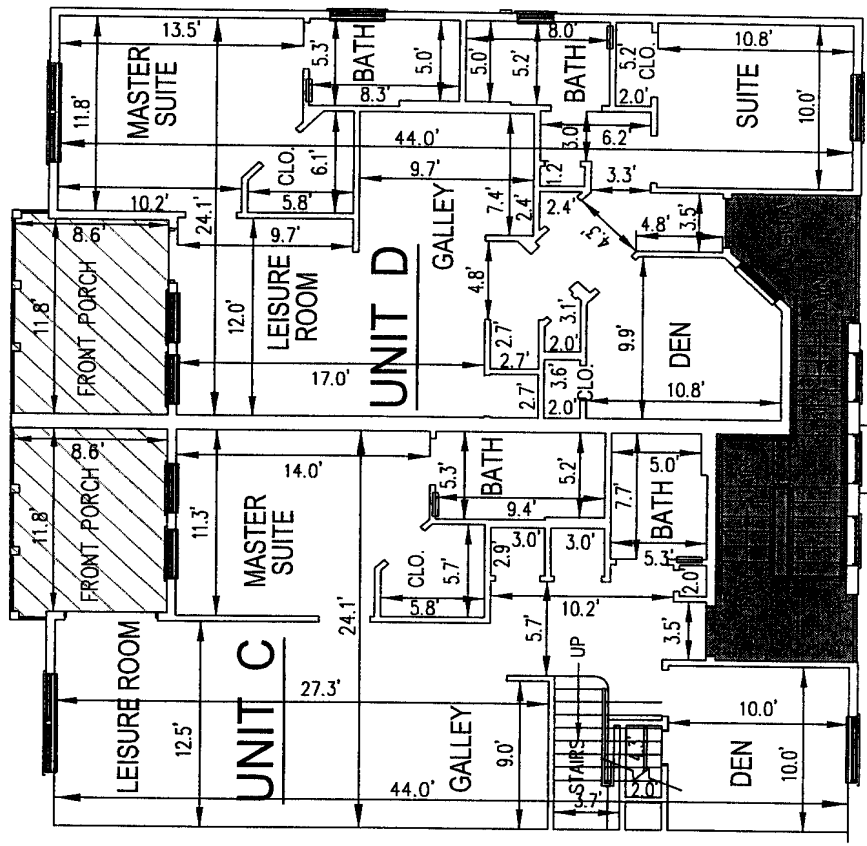
NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

VILLAGE PLACE CONDOMINIUMS
 A CONDOMINIUM
 IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
 WALTON COUNTY, FLORIDA.



LEGEND:

-  = LIMITED COMMON ELEMENT
-  = COMMON ELEMENT
- CLO. = CLOSET



TYPE C UNITS:

- 123
- 223
- 323
- 423
- 523
- 525
- 623
- 625
- 723

TYPE D UNITS:

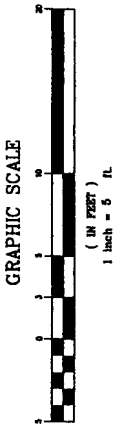
- 124
- 224
- 324
- 424
- 526
- 626
- 724

(BUILDINGS 1 - 7)
TYPICAL "C" AND "D" UNIT PLAN
 SECOND FLOOR PLAN

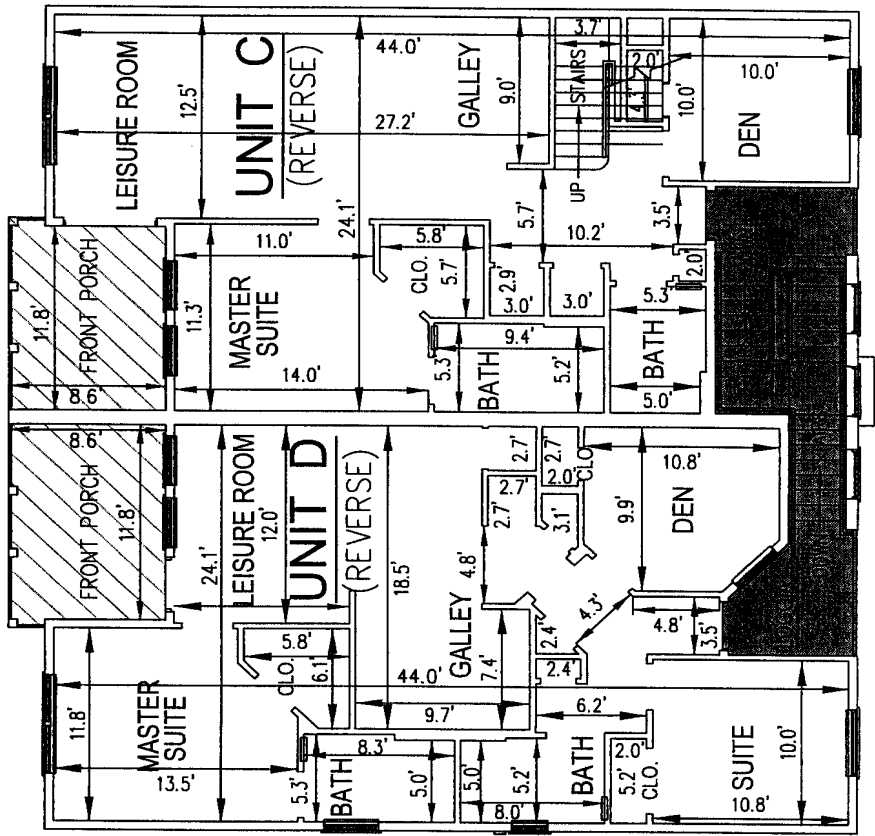
NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

VILLAGE PLACE CONDOMINIUMS
A CONDOMINIUM

IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
 WALTON COUNTY, FLORIDA.



LEGEND:
 = LIMITED COMMON ELEMENT
 = COMMON ELEMENT
 CLO. = CLOSET



TYPE D UNITS:
 (REVERSE)
 121
 221
 321
 421
 521
 621
 721

TYPE C UNITS:
 (REVERSE)
 122
 222
 322
 422
 522
 524
 622
 624
 722

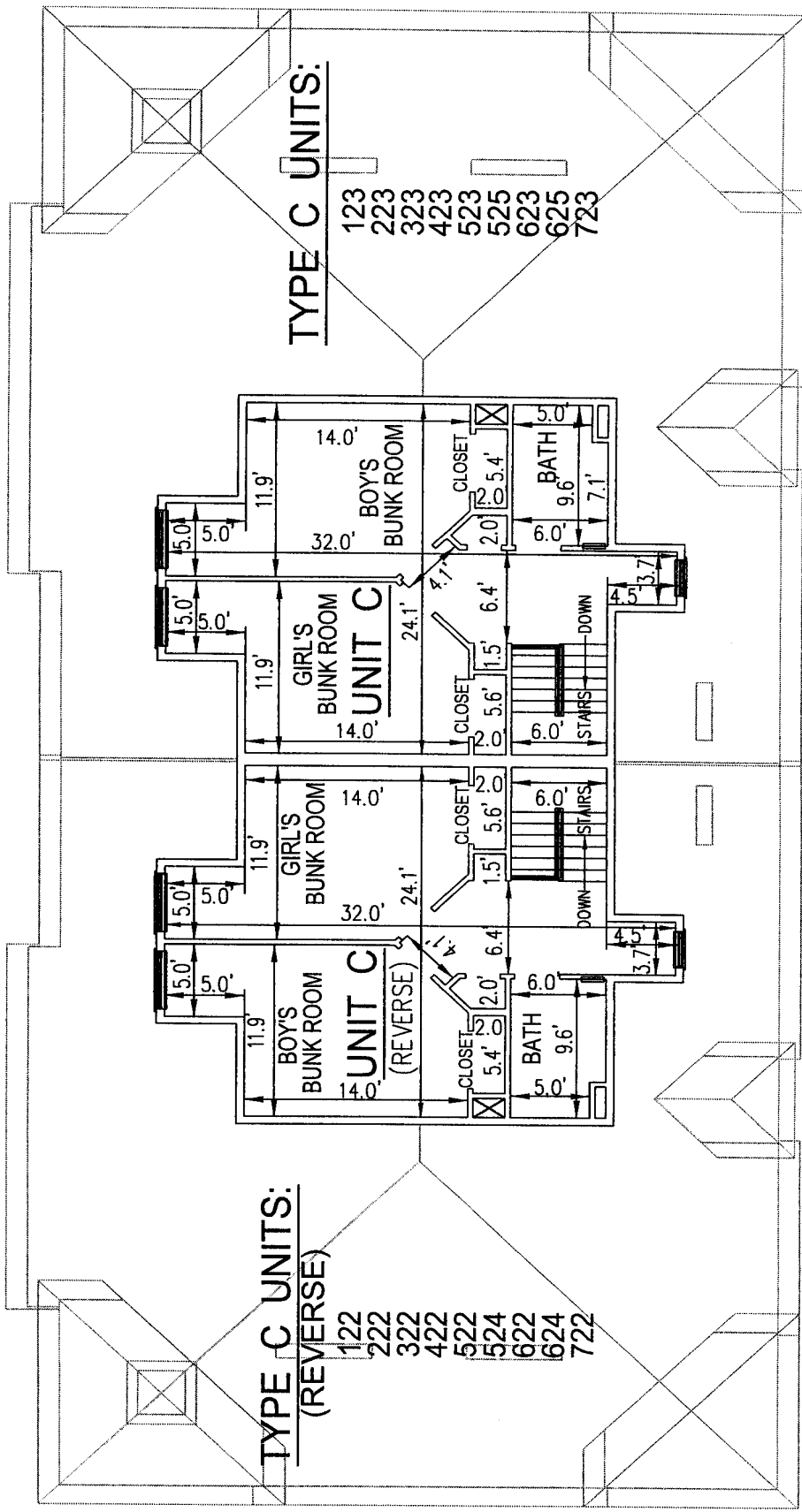
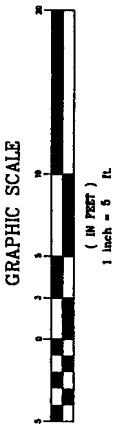
(BUILDINGS 1 - 7)
SECOND FLOOR PLAN
TYPICAL "C" AND "D" REVERSE UNIT PLAN

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

EMERALD COAST ASSOCIATES, INC.
 4636 GULFSTAR DRIVE
 DESTIN, FLORIDA 32541
 PROJECT: 00-162
 FILE: G:\PLAT\06-162\00-162_PRELIM.DWG

VILLAGE PLACE CONDOMINIUMS
 SHEET 24 OF 30

VILLAGE PLACE CONDOMINIUMS
A CONDOMINIUM
 IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
 WALTON COUNTY, FLORIDA.





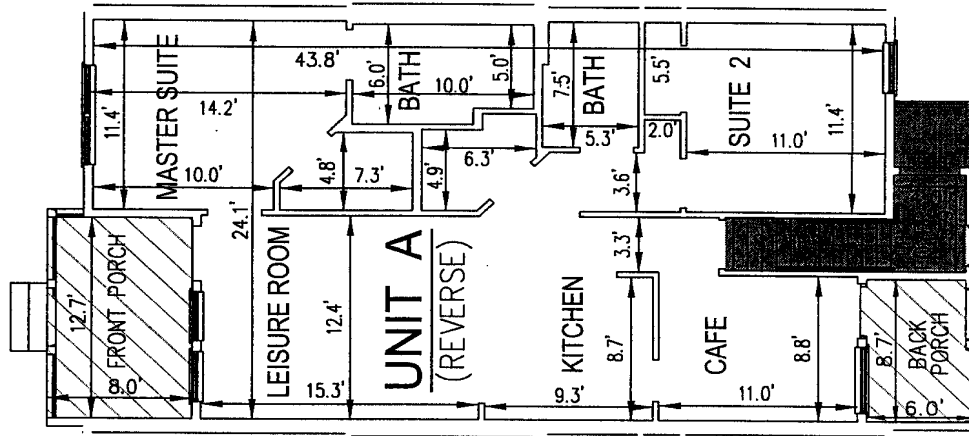
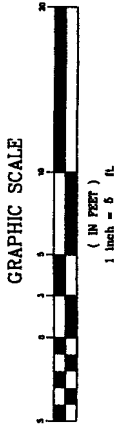
(BUILDINGS 1 - 7)
TYPICAL "C" UNIT PLAN
THIRD FLOOR PLAN

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

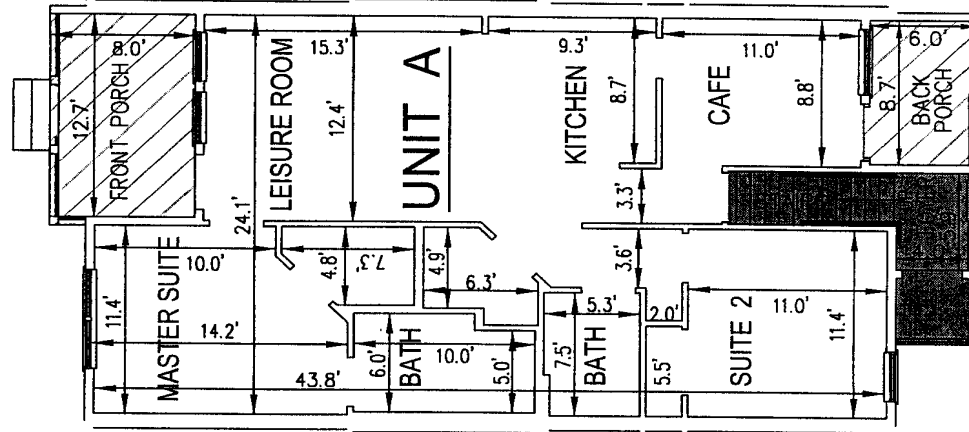
VILLAGE PLACE CONDOMINIUMS
 A CONDOMINIUM
 IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
 WALTON COUNTY, FLORIDA.

LEGEND:

-  = LIMITED COMMON ELEMENT
-  = COMMON ELEMENT
- CLO. = CLOSET



TYPE A UNITS:
 (REVERSE)
 812
 813



TYPE A UNITS:
 814
 815



(BUILDING 8)
TYPICAL "A" UNIT PLAN

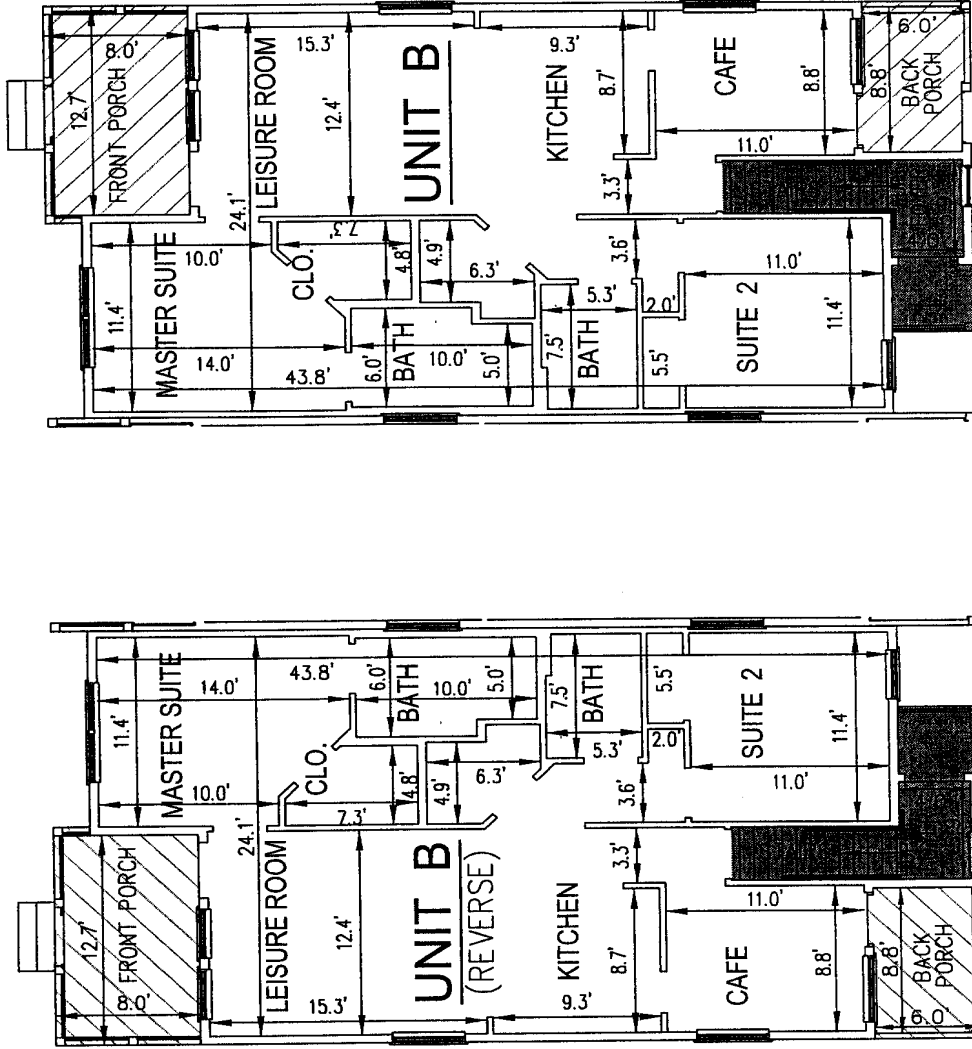
FIRST FLOOR PLAN

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

VILLAGE PLACE CONDOMINIUMS
 A CONDOMINIUM
 IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
 WALTON COUNTY, FLORIDA.

LEGEND:

-  = LIMITED COMMON ELEMENT
-  = COMMON ELEMENT
- CLO. = CLOSET



TYPE B UNITS:
 (REVERSE)
 811




TYPE B UNITS:
 816

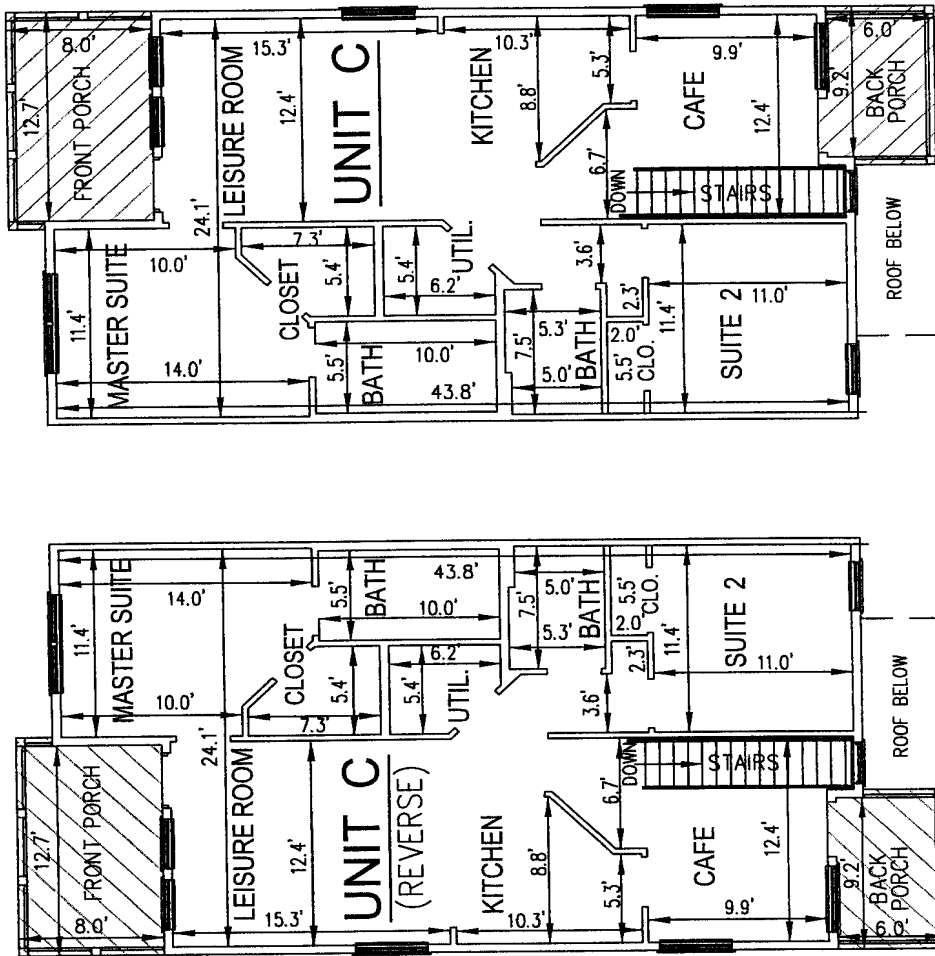
(BUILDING 8)
 TYPICAL "B" UNIT PLAN

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

VILLAGE PLACE CONDOMINIUMS
 A CONDOMINIUM
 IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
 WALTON COUNTY, FLORIDA.

LEGEND:

-  = LIMITED COMMON ELEMENT
-  = CLOSET
-  = UTILITY



TYPE C UNITS:
(REVERSE)
 821

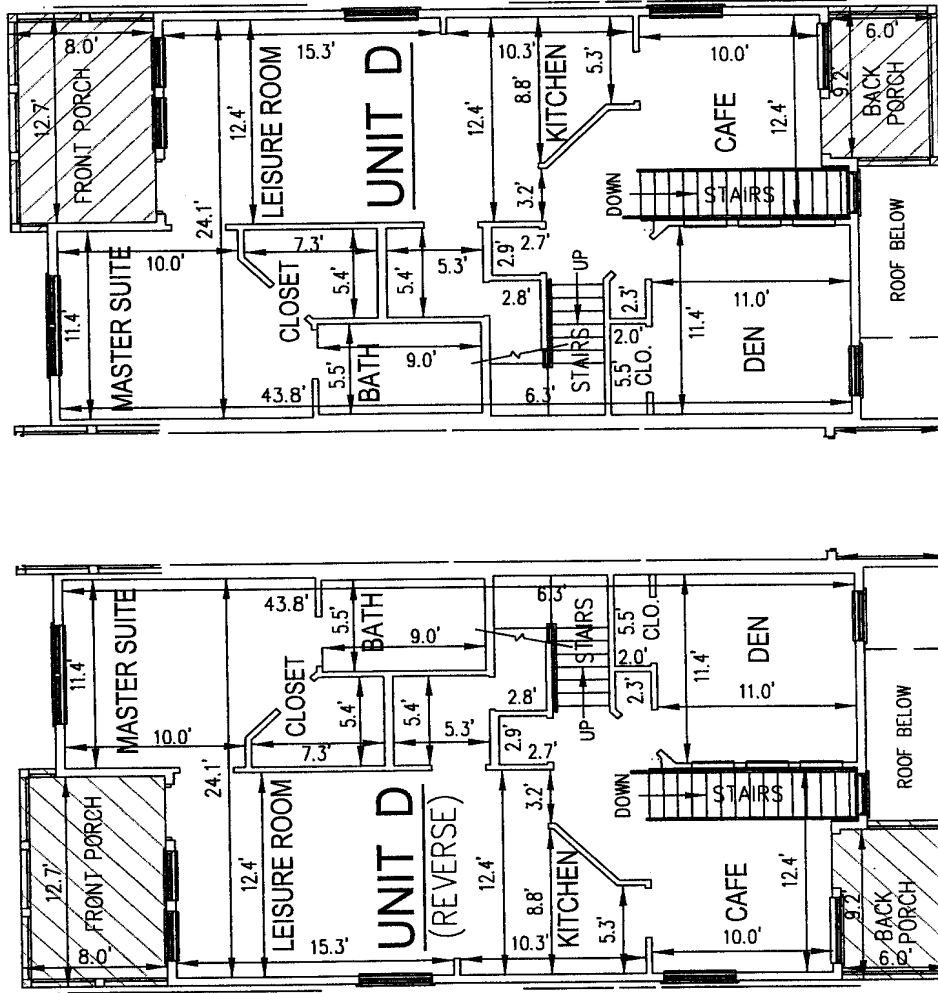
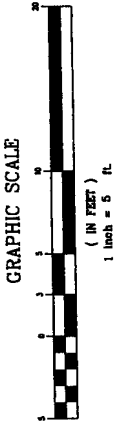
TYPE C UNITS:
 826

(BUILDING 8)
TYPICAL "C" UNIT PLAN
SECOND FLOOR PLAN
 NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10"±.

VILLAGE PLACE CONDOMINIUMS
 A CONDOMINIUM
 IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
 WALTON COUNTY, FLORIDA.

LEGEND:

-  = LIMITED COMMON ELEMENT
- CLO. = CLOSET

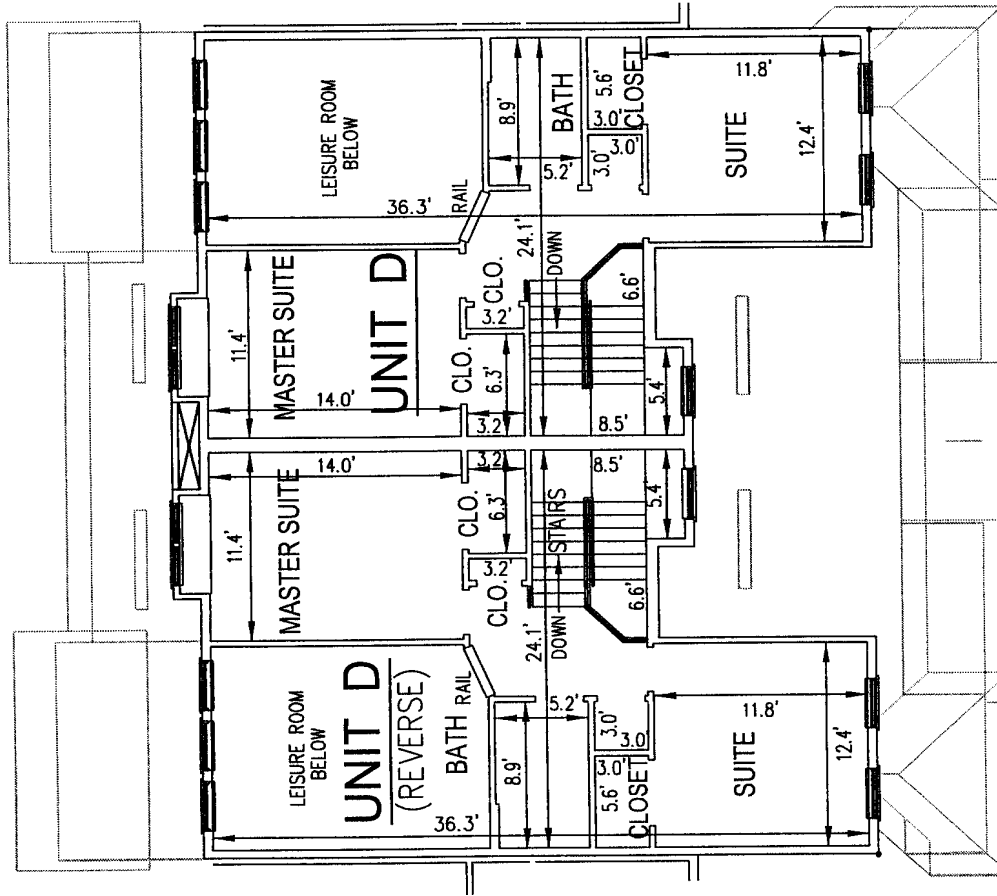


TYPE D UNITS:
 (REVERSE)
 822
 823

TYPE D UNITS:
 824
 825

(BUILDING 8)
 TYPICAL "D" UNIT PLAN
 SECOND FLOOR PLAN
 NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

VILLAGE PLACE CONDOMINIUMS
 A CONDOMINIUM
 IN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 20 WEST,
 WALTON COUNTY, FLORIDA.



TYPE D UNITS:
 (REVERSE)
 822
 823

TYPE D UNITS:
 824
 825

(BUILDING 8)
 TYPICAL "D" UNIT PLAN
 THIRD FLOOR PLAN

NOTE: DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

**Exhibit "D" to Declaration of Condominium for
Village Place Condominiums, a Condominium**

Schedule of Undivided Shares of Common Elements, Common Surplus and
Common Expenses in Village Place Condominiums, a Condominium

<u>Unit Type</u>	<u>Number of Units</u>	<u>Unit Share</u>
Garden Villas A	14	13,090 / 87,614
Garden Villas B	18	17,568 / 87,614
Garden Villas C	18	28,602 / 87,614
Garden Villas D	14	13,664 / 97,614
Leisure Villas A	4	4,076 / 87,614
Leisure Villas B	2	2,044 / 87,614
Leisure Villas C	2	2,158 / 87,614
Leisure Villas D	4	6,412 / 87,614
Total Units	76	
Total Square Footage		87,614



ARTICLES OF INCORPORATION

OF

VILLAGE PLACE CONDOMINIUMS OWNERS' ASSOCIATION, INC.

A Corporation Not-For-Profit

FILED
05 JUN -2 PM 3:30
SECRETARY OF STATE
TALLAHASSEE FLORIDA

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, the undersigned hereby creates a corporation for the purposes and with the powers herein specified; and to that end does, by these Articles of Incorporation, set forth:

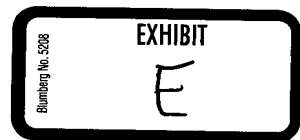
I. Name. The name of the corporation shall be: **VILLAGE PLACE CONDOMINIUMS OWNERS' ASSOCIATION, INC.** (the "Association").

II. Purpose. The purposes of the Association shall be to administer the operation, maintenance, and management of **VILLAGE PLACE CONDOMINIUMS, A CONDOMINIUM**, (the "Condominium"), to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon land situated in Walton County, Florida (the "Land"), and to perform the acts and duties incident to operation and management of the Condominium in accordance with the provisions of these Articles of Incorporation, the By-Laws of the Association (the "By-Laws") and the Declaration of Condominium of the Condominium (the "Declaration"), which will be recorded in the Public Records of Walton County, Florida, when the Land, and the improvements now and to be constructed thereon, are submitted to the condominium form of ownership; and to maintain, operate, encumber, lease, manage, and otherwise deal with the Land, the improvements and such other property, real and/or personal, as may be or become part of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

III. Powers. The Association shall have the following powers:

3.1 All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.

3.2 All of the powers conferred on a condominium association by law and which are reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:



- (a) **Make and establish reasonable rules and regulations governing the use of the Units, Common Elements and Limited Common Elements in and of the Condominium, as such terms are defined in the Declaration.**
- (b) **Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominium, as provided in the Declaration and the By-Laws; including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration and the right to levy and collect assessments for the management and operation of any recreation facilities which are created for the use of the members of the Association, and the payment of other obligations of the Members to be collected by the Association.**
- (c) **Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and further to improve and add to the Condominium Property.**
- (d) **Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.**
- (e) **Enforce the provisions of these Articles of Incorporation, the Declaration, the By-Laws, and all rules and regulations governing use of the Condominium and Condominium Property which may from time to time be established.**
- (f) **Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.**
- (g) **Participate as a member of a Master Association having jurisdiction over the Condominium Property as described in the Declaration on behalf of and for the benefit of the members of the Association.**
- (h) **Provide and/or arrange for all services which the law permits to be**

provided by a condominium association including those services set forth in Florida Statutes, Section 718.111.

IV. Members. The qualification of members, the manner of their admission to and the termination of membership, and voting by members shall be as follows:

4.1 The record owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided in Article 4.5 hereof.

4.2 Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his or her entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

4.3 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

4.4 On all matters on which the membership shall be entitled to vote, there shall be one, and only one, vote appurtenant to each Unit in the Condominium, which may be exercised or cast by the owner(s) of each Unit as provided in the By-Laws. Should any member own more than one Unit, such member shall be entitled to exercise or cast the vote appurtenant to each such Unit, in the manner provided by the By-Laws.

4.5 Until such time as the Land, and the improvements now and to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Walton County, Florida, the membership of the Association shall be comprised of the subscriber to these Articles.

V. Duration. The Association shall have perpetual existence.

VI. Offices. The principal office of the Association shall be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors. The initial principal place of business shall be 2714 CR 30-A, Santa Rosa Beach, Florida 32459.

VII. Management. The affairs of the Association shall be managed by the Board of Directors of the Association ("Board"), directing and acting through the officers of the Association, including the President of the Association assisted by the Vice President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, always subject to the direction of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency, and/or other managerial and supervisory personnel for the operation and management of the Condominium and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

VIII. Directors. The initial Board of Directors shall consist of three (3) persons. Succeeding Boards shall consist of no fewer than three (3), nor more than seven (7), persons as provided for in the By-Laws. Board members other than those serving on the initial Board shall have staggered terms and shall be elected by the members of the Association at the annual meetings of the membership as provided by the By-Laws. All members of all Boards of Directors shall be members of the Association or shall be authorized representatives, officers or employees of a corporate member of the Association, except during the period of Declarant control specified herein.

Willis, Krenkel and Maclin Properties, LLC, a Florida Limited Liability Company (the "Declarant"), shall have the right to designate the members of the Board of Directors for so long as the law will permit it to do so. Unit owners, other than the Declarant, shall have the right to elect such Directors at such time and in such manner as the law requires. The Declarant shall have the right to elect, in the manner provided in the By-Laws, one (1) member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Notwithstanding the foregoing, the Declarant shall be entitled at any time to waive in writing its rights hereunder, and to transfer control of the Association to the Unit owners prior to the times required by law. After Unit owners other than the Declarant elect a majority of the members of the Board of Directors, the Declarant shall, within the time required by law and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association possession and control of all Condominium Property and all property of the Association held or controlled by the Declarant.

IX. Officers. The Board of Directors shall elect a President, Vice President, Secretary, Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. All officers must be members of the Association, except those officers appointed by Declarant. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

X. Initial Board. The names and addresses of the members of the initial Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the By-Laws, shall hold office until the annual meeting of the Association in the year following the year this corporation is formed, and thereafter until their successors are selected and have qualified, are as follows:

Henry Maclin, III
2714 CR 30-A
Santa Rosa Beach, Florida 32459

Ronnie Willis
2714 CR 30-A
Santa Rosa Beach, Florida 32459

Andrew Krenkel
2714 CR 30-A
Santa Rosa Beach, Florida 32459

XI. Initial Officers. The initial officers of the Corporation, who shall hold office until their successors are elected and have qualified pursuant to these Articles of Incorporation and the By-Laws, shall be the following:

President: Henry Maclin, III
2714 CR 30-A
Santa Rosa Beach, Florida 32459

Vice-President: Ronnie Willis
2714 CR 30-A
Santa Rosa Beach, Florida 32459

Secretary: Andrew Krenkel

2714 CR 30-A
Santa Rosa Beach, Florida 32459

Treasurer: Andrew Krenkel
2714 CR 30-A
Santa Rosa Beach, Florida 32459

XII. Subscribers. The name of the Subscriber to these Articles of Incorporation and his address, are set forth below:

Henry W. Maclin, III
148 Indian Bayou Drive
Destin, Florida 32541

XIII. By-Laws. The original By-Laws of the Association shall be adopted by a majority vote of the Directors of this Association at a meeting at which a majority of the Directors are present, and, thereafter, the By-Laws may be altered or rescinded only by affirmative vote of eighty percent (80%) of the votes entitled to be cast by members of the Association.

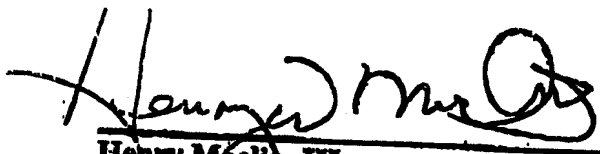
XIV. Indemnification. Every Director and every officer of the Association shall be indemnified by the Association to the fullest extent permitted by Florida law against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XV. Amendment. An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association holding a majority of the votes in the Association, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members,

such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days or later than sixty (60) days from the receipt by him or her of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his or her Post Office address as it appears on the records of the Association, with first class postage thereon prepaid. Such notice shall further be posted on the Condominium Property for at least 14 continuous days preceding the meeting. Any member may waive such notice by written waiver of notice signed by such member and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of members holding at least eighty percent (80%) of the voting interest in the Association in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of Walton County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Declarant to designate and select members of the Board of Directors of the Association, as provided in Article VIII hereof, or otherwise alter or abrogate rights of Declarant, may be adopted or become effective without the prior written consent of Declarant.

XVI. Registered Agent and Registered Office. The initial registered agent for the Association shall be **Robert E. McGill, III**, and the registered office shall be located at 36008 Emerald Coast Parkway, Suite 301, Destin, Florida 32541. The Board of Directors shall have the right to designate subsequent resident agents without amending these Articles.

IN WITNESS WHEREOF, the Subscriber hereto has hereunto set his hand and seal this June 1st day of 2005.

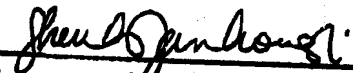

Henry Maclin, III

STATE OF FLORIDA
COUNTY OF WALTON

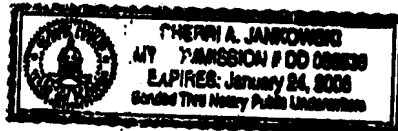
I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, HENRY MACLIN, III, to me well known and well known to me to be the person who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the 1st day of June, 2005.

(Affix Seal)


Signature of Person Taking Acknowledgment
Sherri A. Jankowski

Name of Acknowledger Typed, Printed or Stamped
My Commission expires:



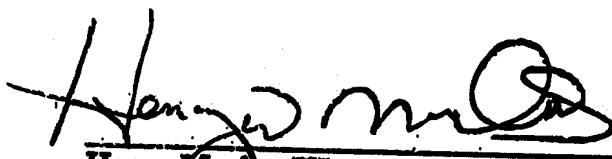
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05 JUN -2 PM 3:30
SECRETARY OF STATE
TALLAHASSEE FLORIDA

**CERTIFICATE DESIGNATING REGISTERED AGENT
AND REGISTERED OFFICE**

In compliance with Florida Statutes Sections 48.091, 617.0501 and 607.0501, the following is submitted:


VILLAGE PLACE CONDOMINIUMS OWNERS' ASSOCIATION, INC.,

desiring to organize as a corporation under the laws of the State of Florida, has designated 36008 Emerald Coast Parkway, Suite 301, Destin, Florida 32541, as its initial Registered Office, and has named **ROBERT E. MCGILL, III**, located at said address, as its initial Registered Agent.


Henry MacIn, III

ACCEPTANCE OF REGISTERED AGENT

Having been named Registered Agent for the above stated corporation, at the designated Registered Office, the undersigned hereby accepts said appointment, is familiar with and accepts the obligations thereof, and agrees to comply with the provisions of Florida Statutes Section 48.091 and 617.0501, relative to keeping open said office.

By: 
Robert E. McGill, III

BY-LAWS

OF

VILLAGE PLACE CONDOMINIUMS OWNERS' ASSOCIATION, INC.

A Corporation Not-For-Profit

I. THE ASSOCIATION.

1.1 General. These are the By-Laws of **VILLAGE PLACE CONDOMINIUMS OWNERS' ASSOCIATION, INC., (the "Association")**, a Florida corporation not-for-profit, formed by the filing of Articles of Incorporation (the "**Articles**") in the office of the Secretary of State of Florida. The Association has been organized for the purpose of administering the maintenance, operation and management of **VILLAGE PLACE CONDOMINIUMS OWNERS' ASSOCIATION, INC., (the "Condominium")**, established or to be established in accordance with the Florida Condominium Act (the "**Act**") upon land, situated in Walton County, Florida, described in the Declaration of Condominium.

1.2 Applicability/Conflict. The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these By-Laws will be annexed, as Exhibits, to the Declaration of Condominium for Village Place Condominiums, a Condominium, (the "**Declaration**") which will be recorded in the Public Records of Walton County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith. All terms defined in the Declaration or Articles shall have the same meaning herein.

1.3 Persons Subject. All Members of the Association and their invitees, including, without limitation, all present or future owners and tenants of units in the Condominium ("Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration.

1.4 Office. The office of the Association shall be at 164 Blue Lupine Way, Santa Rosa Beach, Florida 32459, or at such other place as may be established by resolution of the Board of Directors.

1.5 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.6 Seal. The seal of the Association shall bear the name of the Association, the word "Florida," the words, "Corporation Not For Profit," and the year of incorporation.

II. MEMBERSHIP, VOTING, QUORUM, AND PROXIES.

2.1 Qualification. The qualification of members of the Association (the "Members), the manner



of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

2.2 Quorum. A quorum at meetings of Members shall consist of persons entitled to cast one-third (1/3) of the votes of the entire membership.

2.3 Voting. The vote of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (including a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which members of the Association are entitled to vote or otherwise act, by one natural person designated in writing by the owner(s) of such Unit as the "**Voting Representative**" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (excluding a husband and wife), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall designate one natural person as the Voting Representative, whose name shall be included in the Registry of Owners under the Declaration. The written instrument designating the Voting Representative shall be filed with the Association, and the person so designated shall be and remain the Voting Representative until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by conveyance of the Unit. The Voting Representative shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of members or in connection with any action concerning which members of the Association shall be required or allowed to vote or otherwise act. In the case of a Unit, title to which is held by a husband and wife, each of them shall be the Voting Representative but only one may cast the vote.

2.4 Written Approval. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association in writing by the same person who would cast the vote of such owner if in an Association meeting.

2.5 Majority Binding. Except where otherwise required under the provisions of the Articles, these By-Laws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the persons holding a majority of the votes represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

2.6 Proxies. Votes may be cast in person or by proxy pursuant to terms of the Act. Proxies may be made by the Voting Representative and shall be effective only for the specific meeting for which given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time by written notice from the Voting Representative.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

3.1 Annual Meeting. The annual meeting of Members shall be held on a Saturday in April at the offices of the Association or such other place in Walton County, Florida as may be determined by

the Board of Directors. The date, time and place of the annual meeting shall be specified in the notice of the meeting. The annual meeting shall be held for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members.

3.2 Special Meetings. Special meetings of Members shall be held whenever called by the President or Vice president or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request for a special meeting from Members owning a majority of the Units or as otherwise required herein or by law. If the Board of Directors adopts a budget which requires assessments against unit owners in any fiscal or calendar year which exceed 115 percent of the assessments for the preceding year, upon written request to the Board of Directors by unit owners holding 10 percent or more of the votes in the Association, the Board shall call a special meeting for the enactment of a budget by the unit owners. Subject to the rights of the Declarant to maintain control of the Association pursuant to Florida law, a special meeting of the unit owners to recall a member or members of the Board of Directors may also be called by unit owners holding 10 percent or more of the votes in the Association.

3.3 Notice. Notice of all meetings of Members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member (unless waived in writing). Each notice shall be in writing and shall state the time and place of and purpose for which the meeting is called. The notice of any meeting to consider assessments shall specifically state that fact and the nature of the assessment. Each notice shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be mailed via first class United States mail, certified, return receipt requested, addressed to the Member at the Member's post office address as it appears on the records of the Association, with postage thereon prepaid. The post office certificate of mailing shall be retained as proof of such mailing; provided, however, that if Florida law is subsequently changed to eliminate the requirement for a post office certificate of mailing, such notice shall be deemed properly given when deposited in the United States Mail, postage prepaid, addressed as hereinabove described, to the Member, and proof of such mailing shall be given by the affidavit of the person giving the notice. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the filing of such notice to such Member. Each notice shall in addition be posted in a conspicuous place in the Condominium at least fourteen (14) continuous days prior to said meeting. The Secretary of the Association shall provide an affidavit to be included in the official records of the Association affirming that notices of such Association meeting were mailed or hand-delivered in accordance with the By-Laws of the Association and applicable law, to each member at the address last furnished to the Association. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, whenever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance is present.

3.4 Presiding Officer. At meetings of Members, the President of the Association, or in his or her

absence, the Vice- President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting.

3.5 Order of Business. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (1) Calling the roll and certifying of proxies
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading or waiver of reading of minutes of previous meeting of Members
- (4) Reports of officers
- (5) Reports of committees
- (6) Appointment by Chairman of Inspectors of Election
- (7) Election of Directors
- (8) Unfinished business
- (9) New business
- (10) Adjournment

IV. BOARD OF DIRECTORS.

4.1 Number. The initial Board of Directors shall consist of three (3) persons, appointed by Declarant, who need not be members of Association, and who are identified in the Articles; succeeding Boards of Directors shall consist of not less than three (3), nor more than seven (7), persons who are members of the Association, and shall be elected and composed as provided in the Articles and these By-Laws. Should any member of the first Board be unable to serve for any reason, the Declarant shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

4.2 Election. Directors shall be elected in the following manner:

(a) Until such time as Members other than the Declarant own 15% or more of the Units, Declarant shall be entitled to elect all members of the Board. At such time as Members other than Declarant own 15% or more of the Units, Members other than the Declarant shall be entitled to elect no less than one-third of the members of the Board. Members other than Declarant shall be entitled to elect a majority of the members of the Board upon the first of the following occur: (i) three years after 50% of the Units have been conveyed to purchasers; (ii) three months after 90% of the Units have been conveyed to purchasers; (iii) when all of the Units have been completed, some of which have been conveyed to purchasers, and none of the others of which are being offered for sale by Declarant in the ordinary course of business; (iv) at such time as some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Declarant in the ordinary course of business; or (v) seven years after recordation of the Declaration of Condominium. 'Units' as used herein shall mean all Units in all plans of the Condominium that will be operated ultimately by the Association.

Declarant shall be entitled to elect at least one member of the Board for so long as Declarant holds for sale in the ordinary course of business at least 5% of all Units operated by the

Association. At such time as the Declarant fully relinquishes control of the Board, Declarant may exercise the right to vote any Declarant owned Units in the same manner as any other Member, except for purposes of re-acquiring control of the Association or selecting the majority members of the Board.

(b) All members of the Board whom Declarant shall not be entitled to designate under these By-Laws or under the Florida Condominium Act, shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies caused by resignation or otherwise, except that limited proxies may be used to fill a vacancy resulting from recall of a Board member elected by Unit Owners other than Declarant. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or inclusion in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of election. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda for the meeting, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of the Candidate, the Association shall include an information sheet, no larger than 8 1/2" by 11", which must be furnished by the Candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. No unit owner shall permit any other person to cast the unit owner's ballot, and any such ballots improperly cast shall be deemed invalid. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this Section, election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board. Upon election of the first unit owner other than the Declarant, the Declarant shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of the Unit Owner Director.

(c) Vacancies on the Board may be filled, to expire on the date of the next annual meeting, by the remaining Directors; except that (i) should any vacancy in the Board be created in any directorship previously filled by any person designated by Declarant, such vacancy shall be filled by Declarant designating, by written instrument delivered to any officer of the Association, the successor Director and (ii) should any vacancy in the Board be created in any directorship previously filled by any person elected by members other than Declarant, such vacancy shall be filled by the remaining Directors who were elected by such members, and if there are no such remaining Directors, such vacancy shall be filled by a majority vote of the members other than Declarant, present in person at a special meeting called for such purpose. The Board shall call such special meeting when required for filling such vacancy. Directors appointed or elected to fill vacancies shall fill the vacated directorship for the unexpired term thereof.

(d) After the Members are entitled to elect a majority of the members of the Board, as

specified in Section 4.2 (a) above, the Board shall be divided into three (3) classes, of equal number insofar as possible, by vote of the membership at the first election of Directors by the Members, and Directors shall be elected and classified with respect to the terms for which they hold office by dividing them into said three (3) classes, with the term of each class to expire at the annual meeting of the Association in a different year, so that the term of one class of Directors shall expire each year. Successors to the class of Directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said Directors shall be removed in a manner herein provided. To the extent Declarant is entitled to select any person to serve as a Director on the Board, such Director shall be included in the classification of Directors as set forth above, but the term of such Director may be renewed upon expiration of his term by the Declarant for such time as Declarant is entitled to appoint a member of the Board. Directors shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by Declarant, and qualified or until removed in the manner elsewhere herein provided or as provided by law.

(e) In the election of Directors, each Unit shall have as many votes as are appurtenant to such Unit as there are Directors to be elected; provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director; it being the intent hereof that voting for Directors shall be non-cumulative.

(f) In the event that Declarant selects any person or persons to serve on any Board, Declarant shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Declarant to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Declarant to any officer of the Association.

4.3 Organizational Meeting. The organizational meeting of a newly elected or designated Board shall be held within fifteen (15) days of their election or designation, at such time and place as shall be fixed at the meeting at which they were elected.

4.4 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, and shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived; notice shall also be posted in a conspicuous place in the Condominium at least forty-eight (48) continuous hours prior to said meeting. The notice of any Board meeting at which assessments to be made against Unit owners are to be considered shall so state and shall also set forth the nature of the assessment.

4.5 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one of the Directors. Not less than three (3) days

notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Such notice shall also be posted in a conspicuous place in the Condominium at least forty-eight (48) continuous hours prior to said meeting.

4.6 Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.7 Quorum. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these By-Laws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because a greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum or the required percentage of attendance if greater than a quorum, is present. Upon adjournment, the Board shall state the time and date the adjourned meeting is to be reconvened, and shall post a notice of such meeting in a conspicuous place in the Condominium at least forty-eight (48) continuous hours prior to said meeting. At any re-convened meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

4.8 Presiding Officer. The presiding officer at meetings of the Board shall be the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.9 Powers. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the law of Florida, the Articles, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declaration, and shall include, without limitation, the right, power and authority to:

(a) Make, levy and collect assessments against Members and Members Units to defray the expenses of the Condominium and the payment of other obligations of the Members to be collected by the Association, and to use the proceeds of assessments in the exercise of the powers and duties of the Association;

(b) Maintain, repair, replace, operate and manage the Condominium and Condominium Property as the same is required to be done and accomplished by the Association for the benefit of Members;

(c) Repair and reconstruct improvement after casualty;

(d) Make and amend regulations governing the use of the Condominium Property, real and personal; provided that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of

the Articles and Declaration;

(e) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration, including to grant easements for the benefit of others on, over, or across the Condominium Property and to accept easements for the use and benefit of the Condominium;

(f) Contract for the management of the Condominium and in connection therewith to delegate such of the powers and duties of the Association as may be deemed appropriate, except those which may be required by the Declaration to have approval by the Board or Members of the Association, or which may not be delegated by law;

(g) Enforce by legal means the provisions of the Articles, these By-Laws, the Declaration and all regulations governing use of property of and in the Condominium hereafter adopted;

(h) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens;

(i) Carry insurance for the protection of the members and the Association against casualty and liability;

(j) Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units;

(k) Employ personnel for reasonable compensation to perform the services required to properly accomplish the purposes of the Association;

(l) Maintain, operate and manage any facilities created for the use of the members of the Association, including to employ personnel and enter into contracts for such management and to assess members for costs associated with such recreation facilities.

(m) Make arrangements and enter into contracts to purchase any services for which a budget exists and which the law permits the Association to provide.

4.10 Removal. Directors may be removed from office in the manner provided by applicable Florida law.

V. ADDITIONAL PROVISIONS - MEETINGS OF MEMBERS AND DIRECTORS.

5.1 Place of Meetings. Notwithstanding anything contained in these By-Laws to the contrary, any meeting of Members or the Board may be held at any place within Walton County, in the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

5.2 Written Consent. To the extent now or from time to time hereafter permitted by the laws of Florida, Unit Owners may take any action which they might take at a meeting of the Members of the Association by written consent without a meeting; provided, however, that any approval of Unit Owners to be made only at a meeting, called for by the laws of Florida, as from time to time amended, the Declaration or these By-Laws, shall only be made at a duly noticed meeting of Unit Owners.

5.3 Minutes. Minutes of all Board and membership meetings shall be retained in a secure place, available for review by the membership, for a period of at least ten (10) years from the date of the meeting.

VI. OFFICERS.

6.1 Generally. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. All officers must be members of the Association, except those officers appointed by Declarant. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall preside at all meetings of the Board and the Members at which he is present. He shall have such additional powers as the Board may designate.

6.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

6.5 Treasurer. The Treasurer shall have custody of all of the monetary properties of the Association, including funds, bank accounts, check books, securities and evidences of indebtedness.

He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties customarily incident to the office of Treasurer.

VII. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

7.1 Accounts. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) and mortgagee(s) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

7.2 Budget. The Board shall adopt for, and in advance of, each calendar year, a budget showing the estimated costs of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements, wages and salaries of Association employees, management, legal and accounting fees, office supplies, payments and dues to be collected from the Members by the Association, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board. The budget shall be prepared in the form and contain categories, including reserves, as required from time to time by the Florida Condominium Act. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Unit and the due date(s) and amounts of installments thereof. Nothing herein contained shall be construed as a limitation upon any additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

7.3 Review. A copy of the proposed annual budget of the Association shall be mailed to the Unit owners not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of the meeting. Such meeting of the Board shall be open to Unit owners. If a budget is adopted by the Board which requires aggregate assessments of the Unit owners in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application of persons holding ten percent (10%) of the votes in the Association, a special meeting of the Unit owners shall be held upon not less than ten (10) days written notice to each Unit owner, but within thirty (30) days of the delivery of such application of the Board or any member thereof, at which special meeting Unit owners may consider only and enact only a revision of the budget. Any such revision of the budget shall require a vote of persons holding not less than two-thirds (2/3) of the votes in the Association; provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years, and provided further, that if a budget and assessments have not been established and made for any preceding two years, the budget and assessments may not be

STREAK ON ORIGINAL

revised downward until two years of experience exist. The Board may in any event first propose a budget to the Unit owners at any such meeting of members or by writing, and if such budget or proposed budget be approved by persons holding a majority of the votes in the Association at such meeting or in writing, such budget may not thereafter be reexamined by the Unit owners in the manner hereinabove set forth. If a meeting of Unit Owners has been called and a quorum is not attained or a substituted budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall become effective as scheduled.

In determining whether assessments exceed 115% of assessments in the prior budget year, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair and replacement of the Condominium Property, or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments or betterments to the Condominium Property. Provided, however, that so long as Declarant is in control of the Board of Directors the Board shall not impose an assessment for a budget year greater than 115% of the prior budget year's assessment without approval of persons, other than the Declarant, holding two-thirds (2/3) of the votes in the Association.

7.4 Assessments. Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to each Unit owner. Assessments shall be made against Unit owners pursuant to procedures established by the Board, and in accordance with terms of the Declaration and the Articles. The payments and assessments collected by the Association hereunder shall include those of the Master Association and dues to The Blue Mountain Beach Club pursuant to Article XI of these By-Laws. Assessments shall be levied on an annual basis and installments shall be due and payable not more frequently than monthly. Provided, however, that the lien or lien rights of the Association as to assessments shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.

7.5 Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by check signed by such persons as are designated by the Board.

7.6 Reports. A review and written report of the accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the report together with a financial report in the form required by law shall be furnished to each Member not later than sixty (60) days following the year for which the report is made.

7.7 Bonds. Fidelity bonds shall be required by the Board as to all officers, employees and/or agents of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount required by law. The premiums on such bonds shall be paid by the Association.

7.8 Other Collections. In addition to assessments, the Association shall have the power to collect all additional sums due from Unit owners, including but not limited to working capital contributions

STREAK ON ORIGINAL

and payments, assessments, and dues to the Master Association and The Blue Mountain Beach Club in accordance with terms of the Declaration, the Articles, or governing documents of Blue Mountain Beach Development.

7.9 Compensation. No Director or Officer of the Association shall receive any fee or other compensation for services rendered to the Association, except by specific resolution of the Membership adopted at a meeting of the Association, and reimbursement of expenses by resolution of the Board prior to expenditure. The compensation of all employees of the Association shall be fixed by the Board at rates competitive with or exceeding those standard in the surrounding geographic area. This provision shall not preclude the Board from employing a Director or Officer as an employee of the Association.

VIII. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles, these By-Laws or the laws of Florida.

IX. AMENDMENTS TO BY-LAWS.

Amendments to these by-Laws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these By-Laws may be proposed by the Board, acting upon vote of a majority of the Directors, or by persons holding a majority of the votes in the Association whether meeting as members or by instntment in writing signed by them.

9.2 Meeting and Notice. Upon any amendment or amendments to these By-Laws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth; provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the members.

9.3 Approval. In order for such amendment or amendments to become effective, the same must be approved by an affirmmive vote of persons holding not less than eighty percent (80%) of the voting interest in the Association, and a copy of such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and recorded in the Public Records of Walton County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affinnatively approved by the Members.

9.4 Voting. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of a Voting Representative shall be recognized if such person is not present at such

to such meeting.

9.5 Declarant Consent. Notwithstanding the foregoing provisions of this Article IX, no amendment to these By-Laws which shall alter the right of Declarant to designate members of each Board of Directors of the Association, as provided in Article IV hereof, or otherwise abrogate, amend or alter any rights of Declarant, may be adopted or become effective without the prior written consent of Declarant.

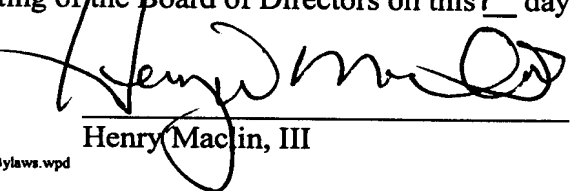
X. LITIGATION: MANDATORY MEDIATION.

10.1 Member Disputes. In the event of a dispute between one or more Unit owners and the Association arising from the operation of the Condominium, the parties shall submit the dispute to the Alternative Dispute Resolution methods set forth in Section 718.1255, Florida Statutes.

XI. BLUE MOUNTAIN BEACH MASTER OWNERS ASSOCIATION

Recognizing that the Association is a member of the Blue Mountain Beach Master Owners Association, Inc., ("Master Association"), and the Condominium Property is subject to the provisions of the Declaration of Restrictive Covenants and Easements for Blue Mountain Beach recorded in Official Records Book 2095, Page 311 of the Public Records of Walton County, Florida, as amended, the Association shall include in its budget the amount of the periodic and special assessments due to the Master Association and collect same from its Members, including dues and payments to The Blue Mountain Beach Club. in addition, as to matters involving the Members of the Master Association which require a vote, the Association, acting through its President, shall and is hereby' empowered to act and vote in respect to such matters, as provided in the Master Association Declaration described above.

WE HEREBY CERTIFY that the foregoing were adopted as the By-Laws of **VILLAGE PLACE CONDOMINIUMS OWNERS' ASSOCIATION, INC.**, a Corporation Not-For-Profit under the laws of the State of Florida, at the first meeting of the Board of Directors on this 1st day of June, 2005.


Henry Maclin, III