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PELICAN BEACH RESORT, A CONDOMINIUM

DECLARATION OF CONDOMINIUM

This 8th day of January, 1997, Pelican Resort Developments, Inc., hereinafter referred to as "Developer", does hereby make, declare and establish the Declaration of Condominium for PELICAN BEACH RESORT, A Condominium, pursuant to Chapter 718, Florida Statutes, for the purpose of submitting the land herein described and improvements constructed thereon to condominium ownership.

ARTICLE I. DEFINITION OF TERMS

The terms used herein and within the Articles of Incorporation, Bylaws and Rules and Regulations of Pelican Beach Resort Owners' Association, Inc., shall have the meaning stated in the Condominium Act, and as follows, unless the context otherwise requires:

1. **Condominium**: Condominium is that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common property.

2. **Condominium Documents**: Condominium documents are comprised of the Declaration of Condominium establishing Pelican Beach Resort and all exhibits thereto.

3. **Declaration of Condominium**: Declaration of Condominium means this instrument as it may, from time to time, be amended.

4. **Condominium Property**: Condominium property, as the term is used in these condominium documents, is comprised of the land dedicated to condominium ownership and all improvements located thereon intended for use in connection with the condominium.

5. **Condominium Parcel**: Condominium parcel, as the term is used in these condominium documents, means a unit together with an undivided share in the common elements which are appurtenant to the unit.

6. **Condominium Unit**: Condominium unit or "unit" as the term is used in these condominium documents, refers to that part of the condominium property which is subject to private ownership. Excluded, however, from condominium units are all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors and above the undecorated and/or unfinished inner surfaces of all interior and exterior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior or exterior wall or partition of balcony for the furnishing of utility services to units and common property. All air conditioning equipment serving a unit is considered to be a part of that unit; any such equipment outside the boundaries of the unit shall be a limited common element reserved for the use of said unit to the exclusion of the other units. The balcony or patio area adjacent to each unit, as well as when applicable the deck and stair area, is a limited common element reserved for the use of the condominium unit.

7. **Unit Owner**: Unit owner, or owner of a unit, or parcel owner, or private dwelling owner, means the owner of a condominium parcel.

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8. **Common Property:** Common property is that which Florida Statutes define as "common elements" and shall mean and comprise all the real property, improvements and facilities of Pelican Beach Resort including all parts of the building other than the units as same are herein defined and shall include easements through units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to units and easements of support in every portion of the unit which contribute to the support of the improvements and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such units. To the extent permitted by law, the Association may determine to expand, change or eliminate the use of any of the common property to better serve the members of the Association and their guests, provided that any such determination may not unreasonably impair the rights given to the owner of Unit D under Article XXIV hereof. Further, the Board of Directors is authorized to promulgate rules that may be required by governmental authorities concerning the protection of the environment and the use of the common property, and is authorized to implement recommendations of such authorities concerning changes to the physical characteristics of the common property, when such action is deemed to be in the best interest of the Association.

9. **Common Expenses:** Common expenses, as the term is used in these condominium documents, means the expense for which the unit owners are liable to the Association under Florida law, and shall include, but not be limited to, expenses of administration of Pelican Beach Resort, expense of maintenance, operation and repair or replacement of the common property, expenses of insurance for directors and officers, expenses for in-house communications, security, and a master antenna television system or cable television services obtained under a bulk contract, those expenses that are incurred by corporations in the regular course of business, including advertising, social and recreational expenses for the benefit of the members, including contributions designed to expose the Association to the local community and create goodwill, any valid charge against the condominium as a whole, taxes imposed upon the common property by governmental bodies having jurisdiction over Pelican Beach Resort, and expenses declared to be common expenses by the provisions of the condominium documents, as same may be amended, from time to time, in accordance with the provisions thereof.

10. **Common Surplus:** Common surplus, as the term is used in these condominium documents, means the excess of all the receipts of the Association including, but not limited to, assessments, rents, profits and revenues over the amount of the common expense.

11. **Association:** Association, as the term is used in these condominium documents, refers to Pelican Beach Resort Owners' Association, Inc., a Florida corporation not for profit, and its successors and assigns, as provided in the Condominium Act.

12. **Bylaws:** Bylaws means the Bylaws of the Association, as they exist from time to time.

13. **Developer:** As used in the condominium documents, Developer means Pelican Resort Developments, Inc.

14. **Institutional Mortgagee:** Institutional mortgagee or mortgagee means a bank, savings and loan Association, insurance company, an agency of the United States Government, a real estate investment trust, or a lender generally recognized in a community as an institutional lender. Such term shall also include the Developer in the event Developer shall accept a purchase money mortgage in connection with the sale of a unit or units.

15. **Singular/Plural; Gender:** Whenever the context of the condominium documents so permits, the use of the plural shall include the singular, the documents so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE II. SUBMISSION OF PROPERTY AND IMPROVEMENTS TO CONDOMINIUM OWNERSHIP

Pelican Resort Developments, Inc. is the owner of fee simple property commonly referred to as Pelican Beach Resort. The real property with the improvements thereon, which Developer submits to condominium ownership in accordance with Chapter 716, Florida Statutes, is described in Exhibit A.

On said real property there is constructed a project comprised of 340 units in one building. Developer does hereby submit the above-described real property and improvements to condominium ownership to be known and identified as Pelican Beach Resort, which shall consist of units identified as Units 101-111, 113-117, 201-217, 301-318, 401-418, 501-518, 601-618, 701-718, 801-818, 901-918, 1001-1018, 1101-1118, 1201-1218, 1401-1418, 1501-1518, 1601-1618, 1701-1718, 1801-1818, 1901-1918, 2001-2018 and Unit D, and

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common property, as said terms have been herein defined and described, which units are further identified and designated in the survey of this condominium, a reduced copy of which is attached hereto as Exhibit A. Time share estates may not be created with respect to units.

ARTICLE III. OWNERSHIP OF CONDOMINIUM UNITS AND UNDIVIDED SHARES IN COMMON PROPERTY: PROHIBITION AGAINST SEPARATE CONVEYANCE OF SAME.

Each unit shall be conveyed and treated as individual property capable of independent use and ownership, subject to the restrictions, rules, regulations and conditions contained in these condominium documents, and the owner of each said unit shall own, as an appurtenance to the ownership of said unit, an undivided interest appurtenant to each said unit being that which is hereafter specifically assigned thereto in Exhibit "C" attached hereto. The percentage of undivided interest in common property assigned to each unit shall not be changed except with the unanimous consent of all of the owners of all of the units.

The undivided interest in the common property declared to be appurtenant to each unit shall not be conveyed, devised, encumbered or otherwise dealt with separately from said unit, and the undivided interest in common property appurtenant to each unit shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such unit. Any instrument which purports to affect the conveyance, devise or encumbrance or which purports to grant any right, interest or lien into or upon a unit shall be null and void and of no effect insofar as the same purports to affect any interest in any unit and its appurtenant undivided interest in common properties, unless the same purports to convey, devise and encumber or otherwise trade or deal with the entire unit. Any instrument conveying, devising, encumbering or otherwise dealing with any unit which describes said unit by the unit number assigned thereto in Exhibit A, without limitation or exception, shall be deemed and construed to affect the entire unit and its appurtenant undivided interest in the common property. Nothing herein contained shall be construed as limiting or preventing ownership of any unit and its appurtenant undivided interest in the common property by more than one person or entity as tenants in common, joint tenants or as tenants by the entirety.

ARTICLE IV. COMMON EXPENSES; COMMON SURPLUS

Common expenses shall be shared and common surplus shall be owned by the owners of all units on a square footage basis of all units as stated in Exhibit "C". Any common surplus which exists at the end of a fiscal year shall automatically be reapportioned to the budget of the next fiscal year.

ARTICLE V. PELICAN BEACH RESORT OWNERS' ASSOCIATION, INC.

Pelican Beach Resort Owners' Association, Inc., a corporation not for profit, hereinafter called "Association", shall maintain, manage and operate the condominium property.

All unit owners shall automatically become members of the Association after completion of closing of the purchase of a unit in Pelican Beach Resort.

The officers and directors of the Association shall have the powers set forth in this declaration and the Association bylaws, and shall, at all times, have a fiduciary relationship to the members of the Association and shall operate and manage the Association in the best interest of its members. No person except in a capacity as an officer of the Association shall have the authority to act for the Association.

The Association shall have the irrevocable right to have access to every unit in Pelican Beach Resort from time to time, during reasonable hours, as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common property or to another unit or units.

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The Association shall have the power to make and collect assessments, and to maintain, repair and replace the common property.

The Association shall maintain records according to good accounting practices which shall be open to inspection by unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives. Failure of the Association to permit inspection of its accounting records by unit owners or their authorized representatives shall entitle any person prevailing in an action for enforcement to recover reasonable attorney's fees from the Association. Such records shall include:

1. A record of all receipts and expenditures.
2. An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

The Association shall have the power to purchase units in the condominium and to acquire and hold, lease, mortgage and convey the same.

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend.

A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

The Association shall have all powers granted by Chapter 718 and 617, Florida Statutes.

ARTICLE VI. MEMBERSHIP IN THE ASSOCIATION; VOTING RIGHTS

Membership in the Association shall be restricted to all of the record owners of the units in Pelican Beach Resort. Purchasers shall become members of the Association automatically upon the completion of closing of the purchase of a condominium in Pelican Beach Resort.

On all matters upon which the membership shall be entitled to vote, each member shall be entitled to one vote for each unit owned in Pelican Beach Resort which vote may be exercised or cast by the owner of each unit in the manner provided in the Bylaws (Exhibit E) adopted by the Association and as amended, from time to time, and in accordance with applicable provisions of the Florida Statutes.

ARTICLE VII. METHOD OF AMENDMENT OF DECLARATION OF CONDOMINIUM

Except as elsewhere provided herein, this Declaration of Condominium and the Articles of Incorporation and Bylaws of the Association may be amended in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
2. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting.
 - A. If an amendment is proposed by the Board, it must be approved by not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Board of Directors and by not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association thereafter.
 - B. If an amendment is proposed solely by the membership, it must be approved by not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association.
 - C. In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners in the manner required by law for the execution of a deed.

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and such amendment shall be effective when recorded in the Public Records of Okaloosa County, Florida; provided, however:

- (1) That no amendment shall be made or be valid which will in any manner impair the security of any institutional lender having a mortgage or other lien against any condominium parcel.
- (2) That no amendment shall be made increasing or decreasing a unit owner's percentage of ownership in the common property as hereinabove stated, unless the unit owner or unit owners so affected and all record owners of liens thereon shall join in the execution of the amendment.
- (3) Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend this Declaration so as to correct any legal descriptions as contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as aforesaid by filing an amended legal description or descriptions as an amendment to the Declaration among the Public Records of Okaloosa County, Florida, which amendment or amendments shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the correct legal description. Such amendments need to be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors, or mortgagees of units of the condominium, whether or not elsewhere required for amendments. However, as part and parcel of any such amendment as provided for in this subparagraph, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description; (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect legal description to make that description such as is contained in the new amendment. Developer reserves the right to correct such other defects by amendment to this Declaration, properly executed and acknowledged, without approval of the Association, unit owners, lienors or mortgagees of units provided such amendment does not materially affect the property rights of the above-named persons.
- (4) A copy of each amendment shall be certified by the president or a vice president and secretary or assistant secretary of the Association as having been duly adopted, and shall be effective when recorded in the Public Records of Okaloosa County, Florida.

ARTICLE VIII. BYLAWS, ARTICLES OF INCORPORATION, AND RULES AND REGULATIONS OF CONDOMINIUM PROPERTY

Pelican Beach Resort Owners' Association, Inc., has been incorporated as a Florida corporation not for profit, and its Articles of Incorporation and Bylaws and rules and regulations are included within these condominium documents and attached hereto as Exhibits D, E, and F, respectively.

ARTICLE IX. MAINTENANCE, REPAIR, ALTERATIONS AND IMPROVEMENTS OF CONDOMINIUM PROPERTY

The responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

1. By the Association: The Association shall maintain, repair and replace at the Association's own expense:
 - A. All common property.
 - B. All air-conditioning and heating systems and equipment other than items providing service to an individual condominium unit.

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C. All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load-bearing columns, but excluding interior non-bearing walls.

D. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.

E. All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

2. By the condominium parcel owner: The responsibility of the condominium parcel owner shall be as follows:

A. To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Included within this responsibility of the unit owner shall be windows, screens and doors opening into or onto his unit, sliding glass doors and plate glass and the air-conditioning equipment servicing the unit. All such maintenance, repairs and replacements shall be done without disturbing the rights of other unit owners.

B. Within the unit, to maintain, repair and replace at his expense, all fans and air-conditioning and heating equipment, stove, refrigerator, or other appliances or equipment, electrical fixtures, water heaters, or built-in cabinets, including any fixtures and/or their connections required to provide water, light, power, telephone, sewerage and sanitary service to his condominium unit. The unit floors and interior walls and the floor and interior wall of any balcony attached to condominium units shall be maintained by the condominium unit owner thereof at his own expense.

C. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building; provided, however, that the owner of Unit D may do so.

D. To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

E. No condominium unit owner other than the Developer shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any addition thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association; provided, however, that this requirement shall not apply to certain unit connections as set forth in Article XVI hereof, nor to the owner of Unit D, who shall be specifically authorized to make material alterations or substantial additions to common property, so long as such alterations or additions are undertaken at its expense, and the plans and specifications are submitted to the Association for its information.

3. Alteration and Improvement: There shall be no material alterations or substantial additions to common property, except as the same are performed by the owner of Unit D as provided above, or authorized by the Board of Directors and ratified by the affirmative vote of voting members casting not less than seventy-five percent (75%) of the total votes of the members of the Association present at any regular or special meeting of the unit owners called for that purpose and approved by the institutional mortgagee holding the greatest dollar volume of mortgages on the condominium. The cost of the foregoing shall be assessed as common expenses of this condominium. Where any alterations or additions as aforesaid (other than those made by the owner of Unit D) are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then, the cost of such alterations or additions shall be charged against and collected solely from the unit owners exclusively or substantially exclusively benefiting, and the charge shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions (other than those made by the owner of Unit D) exclusively or substantially benefit unit owners requesting same, said alterations or additions shall be made only when authorized by the Board of Directors and ratified by not less than seventy-five percent (75%) of the total votes of the unit owners exclusively or substantially exclusively benefiting therefrom and where said unit owners are ten or less, the approval of all but one shall be required. Alterations and improvements or repairs of an emergency nature may be made upon authorization by a vote of a majority of the directors available for consultation if same is necessitated and in the best interests of the unit owners.

ARTICLE X. ENFORCEMENT OF MAINTENANCE

In the event the owner of a unit fails to maintain it as required above, the Association, Developer, or any other unit owners shall have the right to seek compliance with the foregoing provisions and any and all remedies available by law.

ARTICLE XI. PURCHASERS' CONDOMINIUM FUND

At the time the Developer sells and closes a condominium unit to a purchaser, purchaser thereby becoming a unit owner in this condominium, such purchaser shall deposit the equivalent of two (2) months assessments which amounts shall be deposited to the purchasers' condominium fund to pay advance utility deposits, insurance trustee fees, advance premiums on casualty, worker's compensation and liability policies and for the purpose of defraying operating expenses as may arise during the initial period of condominium ownership. This deposit is not a regular contribution of, nor is it in lieu of, the monthly maintenance fee. The balance of such funds shall be used by the condominium Association for future operating expenses.

ARTICLE XII. RESIDENTIAL USE RESTRICTIONS APPLICABLE TO CONDOMINIUM UNITS

In order to provide for a congenial and compatible occupancy of the condominium building and to provide for the protection of the value of the units, the use of the condominium property shall be restricted to and be in accordance with the following and with the Rules and Regulations set forth in Exhibit F hereto:

1. Each unit (other than Unit D) is hereby restricted to residential or rental use by only the owner thereof, his immediate family, guests, invitees or lessees. Such rental may be daily or for a longer term.

2. The use of common property by the owners or lessees of all units and all other parties authorized to use same shall be at all times subject to such rules and regulations as may be prescribed and established in the condominium documents governing such use or which may be hereafter prescribed and established in the condominium documents by the Association.

3. No immoral, improper, offensive or unlawful use shall be made of any unit or of the common property or of any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over Pelican Beach Resort shall be observed.

4. Nothing shall be done or kept in any unit or in the common property which will increase the cost of insurance paid by the Association, without the prior written consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the common property which will result in the cancellation of insurance in the condominium property or contents thereof, or which would be in violation of any law. No wasting of condominium property will be permitted.

5. No nuisance shall be allowed upon the condominium property, nor shall any use or practice be allowed which is an unreasonable source of annoyance to unit owners or which interferes with the peaceful and proper use of the condominium property by any unit owner, including but not limited to repairs made within a unit before 8:30 a.m. or after 6:00 p.m.

6. Absolutely no pets may be kept in the units or on the condominium property.

7. In order to preserve the residential character of the condominium, no business, trade or profession of any type whatsoever shall be conducted from within any unit in the condominium (other than Unit D) without the prior written consent of the Association. Except as to Unit D, the Association shall possess the additional authority to promulgate reasonable rules and regulations governing the manner, method and to what degree said uses may be permitted, and further, shall have the power to revoke the granting of such permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the original character of the condominium.

8. In order to preserve the aesthetic qualities of the condominium, all fabric and materials used as draperies, blinds or other window treatment located within the interior of any unit which can be viewed from the exterior of the unit through the windows thereof from any heights or location must be of a white or off-white color. Draperies, curtains and shades or similar window treatments must be white or off-white, or lined, finished or otherwise covered with white or off-white drapery linings.

9. In case of an emergency originating or threatening any unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association or any person authorized by

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it, or the building superintendent or managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate and to facilitate entry in the event of any such emergency, the owner of each unit, as required by the Association, shall deposit a key with the Association.

10. Whenever it shall be necessary to enter any unit for the purpose of performing any maintenance, alteration, or repair to any portion of the common elements, the owner of each unit shall permit the duly constituted and authorized agent of the Association, to enter such unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

11. Other than as may be permitted under Article XVI concerning the connection of two units, no owner of a unit shall permit any structural modification or alterations to be made within such unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board of Directors of said Association determines, in its sole discretion, that such structural modifications or alterations would affect or in any manner endanger the condominium in part or in its entirety. If the modification or alteration desired by the owner of any unit involves the removal of any permanent interior partition, the Association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load-bearing partition and so long as the removal thereof would be in no manner an interference with the providing of utility services constituting common property located therein. Provided however, that this requirement shall not apply to the owner of Unit D, who shall be specifically authorized to make structural modifications or alterations within Unit D, so long as such structural modifications or alterations are undertaken at its expense, and the plans and specifications are submitted to the Association for its information.

12. The Association shall not have the right to make or cause to be made such alterations or improvements to the common property which prejudices the rights of the owner of any unit in the use and enjoyment of his unit, unless, in each instance, such owner's written consent has been obtained. The making of such alterations and improvements must be approved by the Board of Directors of the Association, and the cost of such alterations or improvement shall be assessed as common expense to be assessed and collected from all of the owners of units. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner of a unit requesting the same, then the cost of such alterations and improvements shall be charged against and collected from the owner of the unit exclusively or substantially benefited. Such charge is to be levied in such proportion as may be determined by the Board of Directors.

13. REPRESENTATIONS REQUIRED BY THE CITY OF DESTIN REGARDING USE OF THE PROPERTY AND AMENDMENT OF THIS DECLARATION:

(1) owners may rent the units for a short term, including a daily or weekly basis; and

(2) the Developer will describe and market the project as a multi-family resort, which permits it to be constructed with 1.75 parking spaces per unit as defined in Section 8.05.03, Paragraph L, subparagraph 1 a(4), Destin Land Development Code; and

(3) notwithstanding any other provisions in this Declaration, these provisions regarding rental and the nature of the condominium as a multi-family resort may not be amended by the Developer, unit owners, or the Association, and the City of Destin has the right, by any legal remedy, to ensure that these provisions are not amended, including obtaining an injunction against any such proposed amendment, and to be awarded costs and reasonable attorney's fees from the Association for such action.

ARTICLE XIII. INSURANCE

1. Personal Liability and Risk of Loss of Owners of Condominium Units and Separate Insurance Coverage, etc. The owner of each unit may, at his expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner, and may, at his expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's unit or upon the common property. All such insurance obtained by the owner of each unit shall, whenever such provisions be available, provide that the insurer waives its right of subrogation as to any claims against other owners of units, the Association or Developer, and their respective servants, agents and guests. Risk of loss of or damage to any furniture, furnishings and personal property (constituting a portion of the common property) belonging to or carried on the person of the owner of each unit, or which may be stored in any unit, or in, to, or upon common property, shall be borne by the owner of each unit. All furniture,

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furnishings and personal property constituting a portion of the common property and held for the joint use and benefit of all owners of units shall be covered by such insurance as shall be maintained in force and effect by the Association as hereafter provided. The owner of a unit shall be liable for injuries or damage resulting from an accident within his own unit, to the same extent as for an accident occurring within his residence. Any and all insurance or reinsurance placed or contracted for by any owners having an interest in any unit must be so placed with an insurer licensed and authorized to do business in the State of Florida and maintaining a licensed agent in the State of Florida.

2. Insurance Coverage to be Maintained by Association; Insurance Trustee; Appointment and Duties, Use and Distribution of Insurance Proceeds, etc. The following insurance coverage shall be maintained in full force and effect by the Association covering the operation and management of the condominium:

A. Casualty insurance covering all of the units and common property in an amount equal to the maximum insurance replacement value thereof, as determined annually by the insurance carriers; or, if approved by the Board of Directors of the Association, said casualty insurance may be carried on not less than 80% co-insurance basis; such coverage to afford protection against (i) loss of damage by fire or other hazards, including windstorm, covered by the standard extended coverage or other perils endorsements, subject to such deductible provision as the Board of Directors of the Association may approve from time to time; and (ii) such other risks of a similar or dissimilar nature as are, or shall be customarily covered with respect to buildings similar in construction, location and use to the condominium, including, but not limited to vandalism, malicious mischief, windstorm, flood water damage and war risk insurance if available.

B. Public liability and property damage insurance in such amount and in such form as shall be required by the Association to protect said Association and the owners of all units, including but not limited to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage.

C. Worker's Compensation to meet the requirements of the law.

D. Such other insurance coverage, including errors and omissions coverage for the Board and/or Association employees, 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 each unit owner individually.

All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability by all owners of units as a group and each unit owner individually.

All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all owners of all units. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of fire and casualty insurance covering the condominium shall provide for the insurance proceeds covering any loss to be payable to the insurance trustee hereinafter named, or to its successor, and the insurance proceeds from any fire and casualty loss shall be held for the use and benefit of the Association and all owners of all units and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. The Association is hereby declared to be and is appointed as authorized agent for all owners of all units for the purpose of filing such proof of loss as may be required under the policy of fire and casualty insurance and negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and 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 of casualty insurance and resulting in loss of or damage to insured property.

The Board of Directors shall have the right to select the insurance company or companies with whom insurance coverage may be placed and shall have the right to designate the insurance trustee, and all parties beneficially interested in such insurance coverage shall be bound by the selection so made from time to time, but the foregoing shall not be to the exclusion of the rights reserved unto institutional lenders herein.

The insurance trustee shall be a banking institution having trust powers and doing business in the State of Florida. The insurance trustee shall not be liable for the payment of premiums nor for the renewal of any policy of fire insurance and casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the insurance trustee shall be to receive such proceeds of fire and casualty insurance as are paid and to hold the same in trust for the purposes herein stated for the benefit of the Association and the owners of all units and their respective mortgagees. Such insurance proceeds are to be disbursed and paid by the insurance trustee as

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herein provided. The Association, as a common expense, shall pay a reasonable fee to said insurance trustee for its services rendered hereunder, and shall pay such costs and expenses as said insurance trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said insurance trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said insurance trustee. Whenever the insurance trustee may be required to make distribution of insurance proceeds to owners of units and their mortgagees, as their respective interests may appear, or to any other party for repair, replacement or reconstruction of property, the insurance trustee may rely upon a certificate of the president and secretary of the Association, executed under oath, which certificate will be provided to said insurance trustee upon request of said insurance trustee made to the Association. Such certificate is to certify unto said insurance trustee the name of the owner of each unit, the name of the mortgagee who may hold a mortgage encumbering each unit, and the respective percentages of any distribution which may be required to be made to the owner of any unit, and his respective mortgagee, as their respective interest may appear, or to certify the name of the party to whom payments are to be made for repair, replacement or reconstruction of property. In the event any insurance proceeds are paid to the insurance trustee for any fire or casualty loss, the holder of any mortgage encumbering a unit shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage, unless such insurance proceeds represent a distribution to the owner of any unit and his respective mortgagee, by reason of loss of or damage to personal property constituting a part of the common property and as to which a determination is made not to repair, replace or restore such personal property.

In the event of the loss or damage to only common property, real or personal, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the insurance trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such common property, then such excess insurance proceeds shall be paid by the insurance trustee to the Association. If it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the insurance trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Association shall deposit with the insurance trustee a sum which, together with the insurance proceeds received or to be received, will enable said insurance trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by the Association with the insurance trustee, in said latter event, may be paid by the Association from its reserve for replacement fund, and if the amount in such reserve for replacement fund is not sufficient, or if the Board of Directors determines not to use such fund for said purpose, then the Association shall levy and collect an assessment against the owners of all units in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

In the event of the loss of or damage to common property and any unit, which loss or damage is covered by the fire and casualty insurance, the proceeds paid to the insurance trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction of common property, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any unit which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the common property and the units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the insurance trustee to the owners of all units, and to their mortgagees, as their respective interest may appear. Such distributions are to be made in the manner and in the proportions as are provided herein.

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If it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the insurance trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the Board of Directors of the Association shall, based on reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the common property and the units sustaining any loss or damage. If the proceeds of said fire and casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss of or damage to the common property, but not be sufficient to repair, replace or reconstruct any loss of or damage to any units, then the Association shall levy and collect a charge from the owner of the unit sustaining any loss or damage, and the charge so collected from said owner shall be deposited with said insurance trustee so that the sum on deposit with said insurance trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all common property and units. In said latter event, the charge to be levied and collected from the owner of each unit sustaining loss or damage shall be apportioned between such owners in such a manner that the charge levied against each owner of a unit and his unit shall bear the same proportion to the total charge levied against all of the said owners of units sustaining loss or damages as does the cost of repair, replacement or reconstruction of each owner's unit bears to the cost applicable to all of said units sustaining loss or damage.

If the fire and casualty insurance proceeds payable to the insurance trustee in the event of the loss of or damage to common property and units are not in an amount which will pay for the complete repair, replacement or reconstruction of the common property, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of common property before being applied to the repair, replacement or reconstruction of a unit, then the cost to repair, replace or reconstruct said common property in excess of available fire and casualty insurance proceeds shall be levied and collected as a charge from all of the owners of all units in the same manner as would be levied and collected had the loss or damage sustained been solely to common property and the fire and casualty insurance proceeds been not sufficient to cover the cost of repair, replacement or reconstruction. The cost of repair, replacement or reconstruction of each unit sustaining loss or damage shall then be levied and collected by charge to the owners of units sustaining the loss or damage in the same manner as is above provided for the apportionment of such charge between the owners of units sustaining the loss or damage.

In the event of loss of or damage to property covered by such fire and casualty insurance, the Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost of restoring damaged property to a condition as good as that which prevailed before such loss or damage. Such estimates are to contain and include the cost of any professional fees and premiums for such bonds as the Board of Directors of the Association may deem to be in the best interests of the membership of said Association. Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of units or only by the owners of units sustaining loss or damage, or both, shall be deposited with said insurance trustee not later than thirty (30) days from the date on which said insurance trustee shall receive monies payable under the policies of fire and casualty insurance.

In the event of the loss of or damage to personal property belonging to the Association, the insurance proceeds, when received by the insurance trustee, shall be paid to the Association. Should the Board of Directors of the Association determine not to replace lost or damaged property constituting a portion of the common property, the insurance proceeds received by the insurance trustee shall be paid to owners of units and their respective mortgagees, as their interest may appear, in the manner and in the proportions herein provided for the distribution of excess insurance proceeds.

Contracts for repair, replacement or reconstruction of loss or damage shall be let by the Board of Directors in the name of the Association and said Board of Directors shall authorize payments to be made thereunder by the insurance trustee. The Board of Directors may enter into such agreements with the insurance trustee as it may deem in the best interest of the Association for the purpose of effectuating the intent hereof.

Any and all of the above stated or any other insurance including reinsurance placed or contracted for by the Association must be placed with an insurer licensed and authorized to do business in the State of Florida, which maintains a licensed agent in the State of Florida.

ARTICLE XIV. EASEMENTS

1. The units and common property shall be, and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established in the condominium documents governing the use of said units and common property and setting forth the obligations and responsibilities incident to ownership of each unit and its appurtenant undivided interest in the common property. Said units and common property are further declared to be subject to the restrictions, easements, conditions and limitation now of record affecting the real property and improvements of the condominium.

2. Utility easements are reserved throughout the whole of the condominium property, including units, as may be required for utility services in order to adequately serve the condominium; provided, however, such easements through a unit shall be only in accordance with the plans and specifications of the condominium property, or as the building is constructed, unless changes thereto are approved in writing by the unit owner.

3. The common property shall be, and the same is hereby declared to be, subject to the perpetual non-exclusive easements of way over all roads and walkways in favor of all unit owners, for all property and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of said unit owners, subject to all restrictions in the condominium documents, and to the provisions of Article XXIV concerning Unit D.

4. In the event that any unit shall encroach upon any common property for any reason not caused by the purposeful or negligent act of the unit owner, or agents of such owner, then an easement appurtenant to such unit shall exist for the continuance of such encroachment upon the common property, for so long as such encroachment shall naturally exist; and in the event that any portion of the common property shall encroach upon any unit then, an easement shall exist for the continuance of such encroachment of the common property upon any unit for so long as such encroachment shall naturally exist.

5. Easements are reserved over and upon all of the common property of the condominium for the Developer, its agents, guests, designees, lessees, successors and assigns for (a) ingress and egress, (b) signs of the Developer pending construction and sale of the condominium units, signs to identify Unit D, and other signs deemed necessary by the Developer and/or owner of Unit D, its successors, lessees and assigns for the uses set forth in Article XXIV hereof, all of which may be attached to the common elements; while such signs shall not be required to have the approval of the Board or the Association, they should be in character with the nature of those throughout the property, and © for construction of dune walkover accesses to the west of the condominium building in locations acceptable to all governmental authorities.

ARTICLE XV. TERMINATION

Notwithstanding anything to the contrary contained in this declaration, in the event of fire or other casualty or disaster which shall totally demolish the condominium, or which shall destroy the condominium so as to require more than two-thirds (2/3) of said buildings and improvements, as determined by the Board of Directors of the Association, to be reconstructed, then this Declaration of Condominium and the plan of condominium ownership established herein shall terminate, unless seventy percent (70%) of all owners of units agree that said condominium be reconstructed, or unless any policy of casualty insurance which may cover the damage or destruction of said buildings requires the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy, notwithstanding the fact that the owners of seventy percent (70%) of all units agree not to reconstruct the building. If such policy of casualty insurance requires the same to be reconstructed, this Declaration of Condominium and the plan of condominium ownership established herein shall be terminated if there exists any regulation or order of any governmental authority having jurisdiction of the property which may then prevent the reconstruction of said condominium, although nothing herein contained shall be construed as releasing or in any manner changing any obligation which may be owed to the Association, for itself and for the benefit of the owners of all units, under any insurance policy then existing.

If, as above provided, this Declaration of Condominium and the plan of condominium ownership established herein is to be terminated, then a certificate of resolution of the Board of Directors of the Association to said effect, and notice of the cancellation and termination hereof, shall be executed by the president and secretary of the Association in recordable form and such instrument shall be recorded in the Public Records of Okaloosa County, Florida. Upon termination of this Declaration of Condominium and the plan of condominium ownership established herein, all of the owners of units shall be and become tenants in common as to ownership of the real property herein described, and any then remaining improvements thereon. The undivided interest in such real property and remaining improvements held by the owner of each unit shall be the same as the undivided interest in common property which was formerly appurtenant to such unit, and the

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lien of any mortgage or other encumbrance upon each unit shall attach to the percentage of undivided interest of the owner of a unit in the property and then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the plan of condominium ownership established herein, the owners of all units still inhabitable shall, within sixty (60) days from the date of recording of said certificate of resolution, deliver possession of their respective units to the Association. Upon such delivery of possession, the owners of habitable units and their respective mortgagees as their interests may appear, shall become entitled to participate proportionately together with all owners of uninhabitable units in the distribution of the proceeds in the possession of the insurance trustee. Upon termination of this Declaration of Condominium and the plan of condominium ownership established herein, the insurance trustee shall distribute any insurance indemnity which may be due under any policy of casualty insurance to the owners of the units and their mortgagees, as their respective interests may appear, such distribution to be made to the owner of each unit in accordance with his then undivided interest in the real property and remaining improvements as herein provided. The assets of the Association upon termination of the plan of condominium ownership created hereby shall then be distributed to the owner of each unit and his mortgagee, as their respective interests may appear, in the same manner as was provided for the distribution of any final insurance indemnity.

Except in the event of this Declaration of Condominium and the plan of condominium ownership being terminated as herein provided, this Declaration of Condominium and said plan of condominium ownership may only be otherwise terminated by the unanimous consent of all owners of all units all parties holding mortgages, liens or other encumbrances against any of said units, in which event, the termination of the condominium shall be by such plans as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the plans of condominium ownership established herein shall be executed in writing by all of the forenamed parties, and such instrument shall be recorded in the Public Records of Okaloosa County, Florida.

ARTICLE XVI. PROHIBITION AGAINST SUBDIVIDING OF UNITS; PROHIBITION AGAINST PARTITION OF COMMON PROPERTY.

1. No unit (including Unit D) may be divided or subdivided into a smaller unit than is shown on Exhibit A to the Declaration. Except as provided below, no unit or portion thereof (including Unit D), may be added to or incorporated into any other unit except by the vote of a majority of the entire membership of the Association.

With the consent of the owner(s) of the affected units, two units may be connected to one another, and such connection may be made horizontally, between units on the same floor, or vertically, between two units on adjacent floors of the building, provided that the Board of Directors determines that such connection will not jeopardize the safety or soundness of the building, and approves the proposed connection in writing.

In addition, the following units may be connected by means of lock-out type doors meeting fire and safety codes between the units, to be located within that portion of the units near the kitchens of the respective units, or in another location in the units, the construction of which shall be approved by the Board of Directors upon a determination that such connection will not jeopardize the safety or soundness of the building:

2003 with 2004	2005 with 2006	2007 with 2008	2009 with 2010
1903 with 1904	1905 with 1906	1907 with 1908	1909 with 1910
1803 with 1804	1805 with 1806	1807 with 1808	1809 with 1810
1703 with 1704	1705 with 1706	1707 with 1708	1709 with 1710
1603 with 1604	1605 with 1606	1607 with 1608	1609 with 1610
1503 with 1504	1505 with 1506	1507 with 1508	1509 with 1510
1403 with 1404	1405 with 1406	1407 with 1408	1409 with 1410
1203 with 1204	1205 with 1206	1207 with 1208	1209 with 1210
1103 with 1104	1105 with 1106	1107 with 1108	1109 with 1110
1003 with 1004	1005 with 1006	1007 with 1008	1009 with 1010
903 with 904	905 with 906	907 with 908	909 with 910
803 with 804	805 with 806	807 with 808	809 with 810
703 with 704	705 with 706	707 with 708	709 with 710
603 with 604	605 with 606	607 with 708	609 with 610
503 with 504	505 with 506	507 with 508	509 with 510
403 with 404	405 with 406	407 with 408	409 with 410
303 with 304	305 with 306	307 with 308	309 with 310
203 with 204	205 with 206	207 with 208	209 with 210
103 with 104	105 with 106	107 with 108	109 with 110

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Notwithstanding the connection of any two units, they shall continue to be referred to by their original unit numbers, shall be conveyed by reference to both of those unit numbers, shall continue to own the undivided share of the common elements and surplus appurtenant to each of the connected units in the same percentages, including sharing in the liability for common expenses on that basis, shall be assessed in an amount totaling the assessments for each of the two unit types that are connected. Connected units need not be owned by the same owner.

The restoration of party walls or flooring between two connected units to result in two unconnected units may be accomplished by consent of the respective owners of the affected units after approval by the Board of Directors upon a determination that such connection will not jeopardize the safety or soundness of the building.

So long as the Developer or a successor of Developer owns units in the building (other than Unit D), connection of any two units owned by the Developer or its successor, or restoration thereof, shall not require approval of the Board of Directors, but all construction and lock-out doors must meet fire and safety codes.

2. Recognizing the proper use of a unit by an owner is dependent upon the use and enjoyment of the common property in common with owners of all other units, and that it is in the interest of all owners of the units that the ownership of the common property be retained in common by the owners of units, it is declared that the percentage of the undivided interest in the common property appurtenant to each unit shall remain undivided and no owner of any unit shall bring or have any right to bring any action for partition or division thereof.

ARTICLE XVII. ASSESSMENTS

1. **Liability, Lien and Enforcement:** The Association is given the authority to administer the operation and management of the condominium, it being recognized that the delegation of such duties to one entity is in the best interest of the owners of all units. To properly administer the operation and management of the condominium, the Association will incur costs and expenses for the mutual benefit of all of the owners of units, which will be continuing and/or recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expenses." To provide the funds necessary for such proper operation, the Association has heretofore been granted the right to make, levy and collect assessments against the owners of all units and said units. In furtherance of said grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation and management of the condominium and the lease and rental, the following provisions shall be effective and binding upon the owners of all units.

A. All assessments levied against said units shall be uniform and unless specifically otherwise provided for in this Declaration of Condominium, the assessments made by the Association shall be in proportion so that the amount of assessment levied against each owner of a unit and his unit shall bear the same ratio to the total assessment made against all owners of units and their units as does the undivided interest in common property appurtenant to all units.

B. The assessment levied against the owner of each unit and his unit shall be payable in monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of the Association.

C. The Board of Directors of the Association shall establish an annual budget, in advance, for each fiscal year which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the condominium, including a reasonable allowance for contingencies, reserves, insurance, etc. Said budget shall take into account any projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Upon adoption of such annual budget by the Board of Directors of the Association, copies of said budget shall be delivered to each unit owner and the assessment for said year shall be established based upon such budget, although the failure to deliver a copy of said budget to each unit owner shall not affect the liability of any unit owner for such assessment. Should the Board of Directors at any time determine in the sole discretion of said Board of Directors that 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 of Directors shall have the authority to levy such additional assessments as it shall deem necessary in accordance with the applicable condominium document provisions.

D. All monies collected by the Association shall be treated as the separate property of said Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the condominium by virtue of this Declaration of Condominium and exhibits attached hereto, and as monies for any assessments that are paid to the Association by the owner of a unit, the same may be

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commingled with monies paid to said Association by the other owners of units. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom, shall be held for the benefit of members of the Association, 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. When the owner of a unit shall cease to be a member of the Association by reason of the divestment or loss of his ownership of such unit, by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association, or which may have been paid to said Association by such owner, as all monies which any owner has paid to the Association shall be and constitute an asset of said Association which may be used in the operation and management of the condominium.

E. The payment of any assessment or installment thereof due the Association shall be in default if such assessment or any installment thereof is not paid to the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment due to the Association shall bear interest at the maximum legal rate until such delinquent assessment or installment and all interest due thereon, has been paid in full. In addition, the Association shall charge an administrative late fee, in an amount of \$25 or 5% of the assessment whichever is greater, for each delinquent installment that the payment is late.

F. The owner of each unit shall be personally liable to the Association, jointly and severally, as the case may be, for the payment of all assessments, regular and special, which may be levied by the Association against such party or parties as owners of a unit in this condominium. In the event that any owner is in default in the payment of any assessment or installment owed to the Association, such owner shall be personally liable, jointly and severally, for interest and late fees on such delinquent assessment or installment as above provided, and for all costs of collecting such assessment or installment and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

G. No owner of a unit may exempt himself from liability for any assessment levied against such owner and his unit by waiver of the use or enjoyment of any of the common property, or by abandonment of the unit, or in any other way. Provided, however, that during the period from the first closing of a unit, until one calendar year thereafter or the date that control of the Association is transferred to unit owners other than the Developer, whichever occurs first, ("the Guaranty Period"), the Developer shall be excused from payment of, and shall not be liable for, payment of assessments for common expenses assessed against any unit owned by the Developer. The Developer guarantees that during the Guaranty Period, the assessments for common expenses imposed upon unit owners other than the Developer shall not increase over the following amounts per month, per unit type:

Unit Type A	\$147.44
Unit Type A-1	\$147.44
Unit Type B	\$193.22
Unit Type B-1	\$193.22
Unit Type C	\$161.28
Unit Type C-1	\$161.28
Unit Type C-2	\$161.28
Unit Type D	\$562.63

The Developer shall pay the amount of Common Expenses incurred during the Guaranty Period, in excess of the total amount produced by the assessments at the guaranteed level receivable from the other unit owners, and may extend the initial Guaranty Period (or subsequent Guaranty Periods) to provide additional Guaranty Periods with durations of one year, upon the same terms and conditions. Should the Developer choose to extend the Guaranty Period, or subsequent Guaranty Periods, Developer shall provide a written notice of such extension with the Association.

H. Recognizing the necessity for providing proper operation and management of the condominium entails the continuing payment of costs and expenses therefor, which results in benefits to all the owners of units, and that the payment of such common expenses by the Association is necessary in order to preserve and protect the investment of the owner and his appurtenant undivided interest in the common property, the Association shall be entitled to a lien against units for delinquent assessments. Said lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each unit, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing the Association. Said lien shall also secure all costs, including a reasonable attorney's fee incurred by the Association in enforcing this lien upon said unit and its appurtenant undivided interest in the common property. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages in the State of Florida. All persons, firms or corporation who shall acquire, by whatever means, any interest in the

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ownership of any unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association and shall acquire such interest in any unit expressly subject to lien.

I. The lien herein granted to the Association shall be effective from and after the time of recording in the Public Records of Okaloosa County, Florida, a claim of lien stating the name and address of the Association, a description of the unit encumbered thereby, the name of the record owner, the amount due, and the date when due. Such claims of lien shall include only assessments, interest, costs and attorney's fees, which are due, and which may accrue after the claim of lien has been recorded. Such claims of lien shall be signed by an officer or agent of the Association. No lien shall continue for a longer period than one year after recording, unless an action to enforce the lien is commenced. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record at the unit owner's cost. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the recording of the Association's claim of lien. 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 Article XVII of this Declaration of Condominium.

J. Whenever the mortgagee of a mortgage of record obtains title to the condominium unit as a result of foreclosure of a mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall be liable for unpaid assessments on the unit that became due prior to receipt of title, as provided under Florida law.

Whenever any purchaser of a condominium unit (other than a first mortgagee as set forth above) obtains title to the condominium unit, such acquirer of title and his successors and assigns shall be liable for unpaid assessments on the unit that became due prior to receipt of title.

K. Whenever any unit may be sold or mortgaged by the owner thereof, which shall be concluded only upon compliance with other provisions of this Declaration of Condominium, the Association upon written request of the owner of such unit shall furnish to the property 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 an officer of the Association. Any 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 any voluntary conveyance of a unit, the assignee shall be jointly and severally liable with assignor for all unpaid assessments against grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of assignee to recover from the assignor the amount paid by assignee therefor.

Institution of a suit at law to attempt to effect collection of 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 by foreclosure of any sums remaining owing to it. Nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owing to it.

2. Payment of Personal Property Taxes on Association Property: All personal property taxes levied or assessed against personal property owned by the Association shall be paid by such Association and shall be included as a common expense in the annual budget of the Association.

ARTICLE XVIII. REMEDIES IN EVENT OF DEFAULT

The owner of each condominium unit shall be governed by and shall comply with the provisions of the condominium documents as any of the same are now constituted or as they may be amended from time to time. A default by the owner of any condominium unit shall entitle the Association or the owners of other condominium units to the following relief:

1. Failure to comply with any of the terms of the condominium documents as they may be amended shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, fine, disapproval of a proposed lease of a unit or, if appropriate, suit by an aggrieved owner of a condominium unit. The procedure for fines is set forth in the Rules and Regulations (Exhibit F).

2. Presently, termination of utility and similar services by the Association is not permitted under Florida law, however, if such action is permitted by Florida law in the future, failure of a unit owner to comply with any of

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the terms of this Declaration or its exhibits, as they may be amended shall permit the Association to terminate utility and similar services to the unit(s) owned.

3. The owner of each condominium unit shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association. However, nothing herein contained shall be construed to modify any waiver by insurance companies or rights of subrogation.

4. If any proceeding arising because of an alleged default by the owner of any condominium unit, the Association, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court.

5. The failure of the Association or of the owner of a condominium unit to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or other above-mentioned documents shall not constitute a waiver of the right of the Association or of the owner of a condominium unit to enforce such right, provisions, covenant or condition in the future.

6. All rights, remedies and privileges granted to the Association or the owner of a condominium unit pursuant to any terms, provisions, covenants, or conditions of these condominium documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

7. The failure of the Developer and/or the Association to enforce any right, privilege, covenant or condition which may be granted to it by these condominium documents shall not constitute a waiver of this right to thereafter enforce such right, provisions, covenant or condition in the future.

8. The failure of an institutional lender, as said term is defined herein, to enforce any right, provision, privilege, covenant or condition which may be granted or reserved to it by these condominium documents shall not constitute a waiver of the right of said party to thereafter enforce such right, privilege, covenant or condition in the future.

ARTICLE XIX. NOTICE TO THIRD PARTIES

All natural persons, corporations and other business Associations who shall acquire, by whatever means, any interest in the ownership of any condominium unit, or who may be given or acquire a mortgage, lien or other encumbrance thereof, are hereby placed on notice of all rights granted and/or reserved unto the Association and/or Pelican Beach Resort and other rights and restrictions contained under the provisions of the condominium documents, and shall acquire such interest in any condominium unit expressly subject thereto.

ARTICLE XX. RIGHT OF UNIT OWNERS OTHER THAN DEVELOPER TO REPRESENTATION ON THE BOARD OF DIRECTORS OF THE ASSOCIATION

1. When unit owners other than the Developer own fifteen percent (15%) or more of the units within the condominium, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed on fifty percent (50%) of the units within this condominium, within three (3) months after sales have been closed by the Developer on ninety percent (90%) of the units within the condominium, when all of the units within the condominium have been completed, some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or seven years after recordation of the declaration of condominium, whichever of the foregoing events shall first occur. The Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units within the condominium.

2. Within seventy-five (75) days after the owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than sixty (60) days' notice of an election for this purpose. The notice may be given by any owner if the Association fails to do so.

**** OFFICIAL RECORDS ****
BK 2045 PG 45

3. If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

A. Assessment of the Developer as a unit owner for capital improvements.

B. Any action taken by the Association that would be detrimental to the sales or units by the Developer; however, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed detrimental to the sales of units.

4. Whenever the Developer shall be entitled to designate and select any person to serve on any Board of Directors of the Association, the manner in which such person shall be designated shall be as provided in the Articles of Incorporation and/or Bylaws of the Association, and the Developer shall have the right to remove any person selected by it to act and serve on said Board of Directors and to replace such person with another person to act and serve in the place of any director so removed for the remainder of the unexpired term of any director so removed. Any director designated and selected by the Developer need not be a resident of Pelican Beach Resort.

ARTICLE XXI. SIGNS, SALES OFFICE, MODEL UNITS

With the exception of the sign originally constructed to designate this condominium and the activities to be conducted within such condominium, no "sold" or "for sale" or "for rent" signs or other advertising shall be maintained or permitted on units in the condominium. The Developer may make such use of the unsold units and common elements as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office and model units and display of signs on the premises and to advertise, sell, mortgage or otherwise deal with any unit owned by it without the necessity of obtaining approval of the Board of Directors of the Association.

ARTICLE XXII. SPECIAL AMENDMENT

In addition to any other method of amending this Declaration provided for elsewhere herein, the Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering unit ownerships, (iii) to bring this Declaration into compliance with the Florida Condominium Act, or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to make, execute and record Special Amendments. The reserved rights of the Developer under this Article shall terminate three (3) years from the date of recording of the Declaration.

ARTICLE XXIII. ACQUISITION OF TITLE TO REAL PROPERTY

The Association may acquire title to real property upon the approval of the acquisition by not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association.

ARTICLE XXIV. UNIT D--GRANT OF EASEMENTS AND USE RIGHTS

Notwithstanding the provisions of this Declaration, the owner of Unit D and its successors, assigns, invitees and guests shall have in addition to all easements granted to unit owners, a perpetual easement throughout the condominium property for the purpose of engaging in resort operations and administration, real estate sales, rental management, and all similar and related activities, and for such other activities that do not unreasonably interfere with the use of the condominium property by the owners. While such activities are anticipated to be generally related to the benefit of the unit owners and their guests, there is no requirement they that be so related. Specifically, and to avoid dispute, the owner of Unit D has a perpetual easement and right, for the purpose of maid service, laundry service (including the use of chutes), food preparation and service, retailing and utility and telephone service and any other purpose reasonably related to its permitted activities throughout the condominium property, whether or not the provision of said services utilizes any of the common

**** OFFICIAL RECORDS ****
BK 2845 PG 46

elements, or whether such services, or any portion thereof, are partially or completely assessed as a common expense.

Unit D includes areas in the lobby designated as L-1 and L-2, meeting areas designated as M-1 and M-2 and an area designated as M-3, located on the second floor near the main meeting room, totaling 3,329 square feet. The use of these portions of Unit D are more fully described below.

L-1 This space will be utilized initially as an on-site rental management office and for the check-in/check-out of rental guests. It will also be used as an information center for owners and guests.

L-2 This space will be utilized initially as a real estate sales office.

M-1 This space will be utilized initially as a commercial laundry and as a food service preparation area.

M-2 This space will be utilized initially as an office/administration space and for a game room/arcade and/or a retail space to serve owners and guests.

M-3 This space will be utilized initially as a residential unit for the owner of Unit D, guests and renters, and may contain up to two (2) bedrooms, two (2) baths, a living/dining room, kitchen and a balcony. Residents, guests and renters of M-3 shall be subject to the rules and regulations of the Association regarding conduct. In addition, it is anticipated that M-3 may be utilized as an administrative/office space, retail space or manager's apartment.

Unit D shall be assessed on the same basis as a square footage basis, and shall initially be owned by the Developer. Assessments shall be payable upon the issuance of a certificate of occupancy for the building. The use of any portion of Unit D may be changed in the sole discretion of the owner of Unit D, its successors, lessees and assigns.

**** OFFICIAL RECORDS ****
BK 2845 PG 47

This Declaration of Condominium for Pelican Beach Resort is dated this 8th day of January, 1997.

PELICAN RESORT DEVELOPMENTS, INC., DEVELOPER

Mark K. Kraemer
Mark K. Kraemer
Florence Bell
Florence Bell

BY: *James F. Adams*
JAMES F. ADAMS, PRESIDENT

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 8th day of January, 1997, by James F. Adams, the President of Pelican Resort Developments, Inc., on behalf of the corporation. Such person did not take an oath and:

- ☒ is personally known to me.
- ☐ produced a current Florida driver's license as proof of identification.
- ☐ produced _____ as proof of identification.

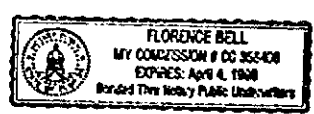
Florence Bell
SIGNATURE OF NOTARY

(Notary Seal must be affixed)

FLORENCE BELL
Name of Notary (Printed, Typed, or Stamped)

My Commission Expires:

(SEAL)



**** OFFICIAL RECORDS ****
BK 2845 PG 48

JOINDER OF MORTGAGEE

AmSouth Bank of Florida, 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 26th day of July, 1995 and recorded in Official Records Book 1836, Page 134, Public records of Okaloosa 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.

AMSOUTH BANK OF FLORIDA

By: James R. Schmitz

Its: Vice President



STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27TH day of December, 1996, by JAMES R. SCHMITZ, as VICE PRESIDENT of AmSouth Bank of Florida, on behalf of the corporation. Such person did not take an oath and:

- ☒ is personally known to me.
- ☐ produced a current Florida driver's license as proof of identification.
- ☐ produced _____ as proof of identification.

Patricia L. Fones
SIGNATURE OF NOTARY

(Notary Seal must be affixed)

PATRICIA L. FONES
Notary Public, State of FL
Name of Notary (Printed, Typed, Patricia L. Fones)
My Commission Expires: May 28, 1998
Comm. No. CC 372358

(SEAL)

This instrument prepared by:

Mary K. Kraemer, Attorney
Stowell, Anton & Kraemer
Post Office Box 489
Destin, Florida 32540


JOINDER OF MORTGAGEE

By: M. Black (SEAL)
Its: Treasurer

COUNTY OF Neshoba

Fannie Hardy
SIGNATURE OF NOTARY

(SEAL)



A circular notary seal for Tommie G. Hardy, a Notary Public in Neshoda County, Mississippi. The seal features the text "NESHODA COUNTY, MS" around the top and "TOMMIE G. HARDY" around the bottom. In the center, it reads "NOTARY PUBLIC" with a small star on the right side.

22

**** OFFICIAL RECORDS ****
BK 2045 PG 50

JOINDER OF MORTGAGEE

ADAMS SUNLAND, INC., ADAMS INVESTMENT GROUP, INC. and JAMES F. ADAMS, 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 26th day of July, 1995 and recorded in Official Records Book 1936, Page 178, Public records of Okaloosa 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.

ADAMS SUNLAND, INC.

By: James F. Adams (SEAL)
Its: PRESIDENT

ADAMS INVESTMENT GROUP, INC.

By: James F. Adams (SEAL)
Its: PRESIDENT

James F. Adams
JAMES F. ADAMS

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 31st day of December, 1996, by James F. Adams as President of Pelican Resort Developments, Inc., and as President of Adams Investment Group, Inc., on behalf of said corporations, and individually. Such person did not take an oath and:

☒ is personally known to me.

☐ produced a current Florida driver's license as proof of identification.

☐ produced _____ as proof of identification.

Mary K. Kraemer
SIGNATURE OF NOTARY

(Notary Seal must be affixed)

Name of Notary (Printed, Typed, or Stamped)

My Commission Expires:

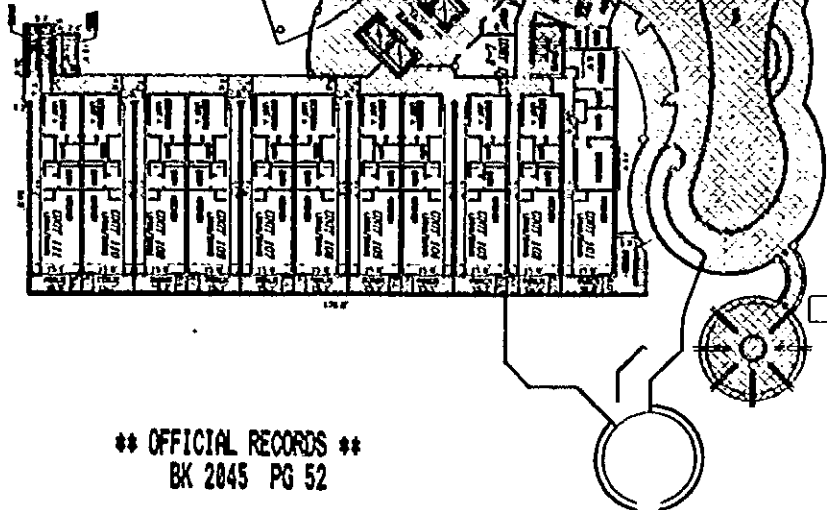


This instrument prepared by:

Mary K. Kraemer, Attorney
Stowell, Anton & Kraemer
Post Office Box 489
Destin, Florida 32540

A CONCLUSION

DECEMBER 1996



UNIT DIMENSIONS SHOWN PERTAIN MAY VARY Q.10%
SEE SHEET 23 OF 23 FOR W-1, W-2, L-1, L-2, DETAILS

UNITED COMMON ELIGIBILITIES

CONSTITUTIONAL UNION OF INDIA

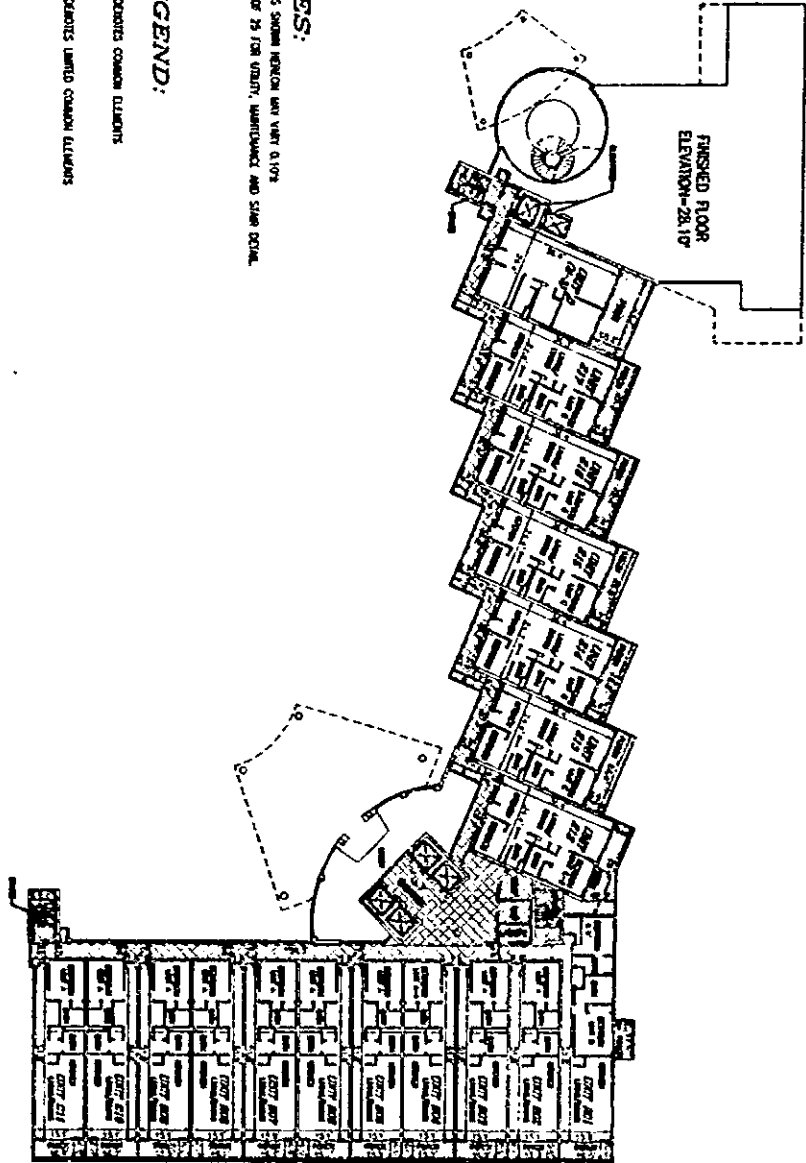
EMERALD COAST ASSOCIATES, INC.
12608 EMERALD COAST PARKWAY SECT. 1, SUITE 1
DUSTIN, FLORIDA 32241 (904) 837-8242
PROJECT 68-123 / GROUP 98-1034
P.O. BOX 4 VEROBEACH, FL 32906

FURNISHED FLOOR ELEVATION=15.07

BK 2045 PG 52

PELICAN BEACH RESORT A CONDOMINIUM

IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1896



NOTES:

UNIT DIMENSIONS SHOWN HEREIN ARE VARY 0.10%
SEE SHEET 24 OF 25 FOR UTILITY, MAINTENANCE AND STAIR DECKS.

LEGEND:

- OWNER'S COMMON ELEMENTS
- OWNER'S LIMITED COMMON ELEMENTS

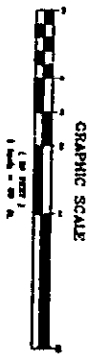
DEVELOPMENT ASSOCIATES, INC.
1700 LAKELAND COAST PARKWAY, SUITE 1
DEERFIELD BEACH, FLORIDA 33441
TEL: (407) 391-1000 FAX: (407) 391-1001

SECOND FLOOR PLAN
FINISHED FLOOR ELEVATION-21.56

**** OFFICIAL RECORDS ****
BK 2845 PG 53

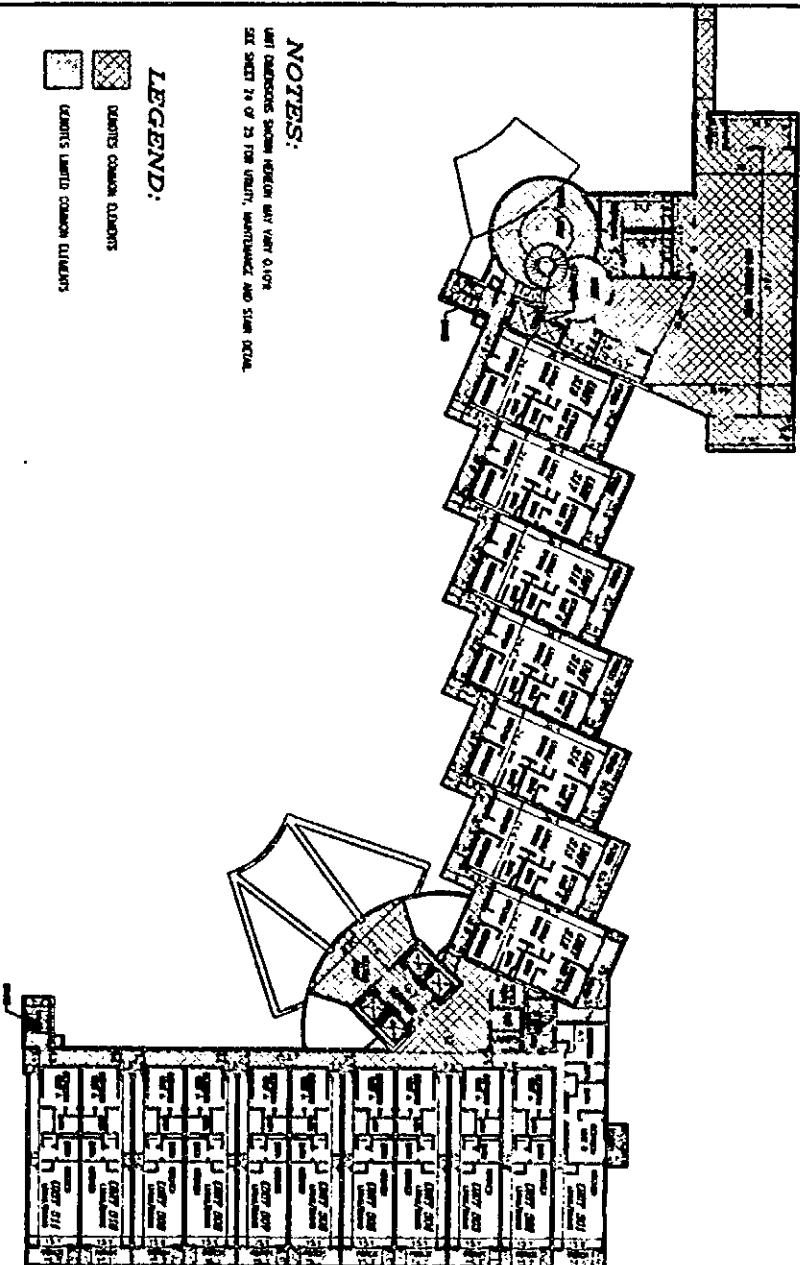
PELICAN BEACH RESORT A CONDOMINIUM

IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1996



NOTES:
UNIT OUTDOORS SHOWN HEREON MAY VARY 0.10%
SEE SHEET 24 OF 25 FOR UNIT, MAINTENANCE AND SLAB DATA.

- LEGEND:**
- QUARTER COMMON ELEMENTS
 - OWNER'S LIMITED COMMON ELEMENTS



**** OFFICIAL RECORDS ****
BK 2045 PG 54

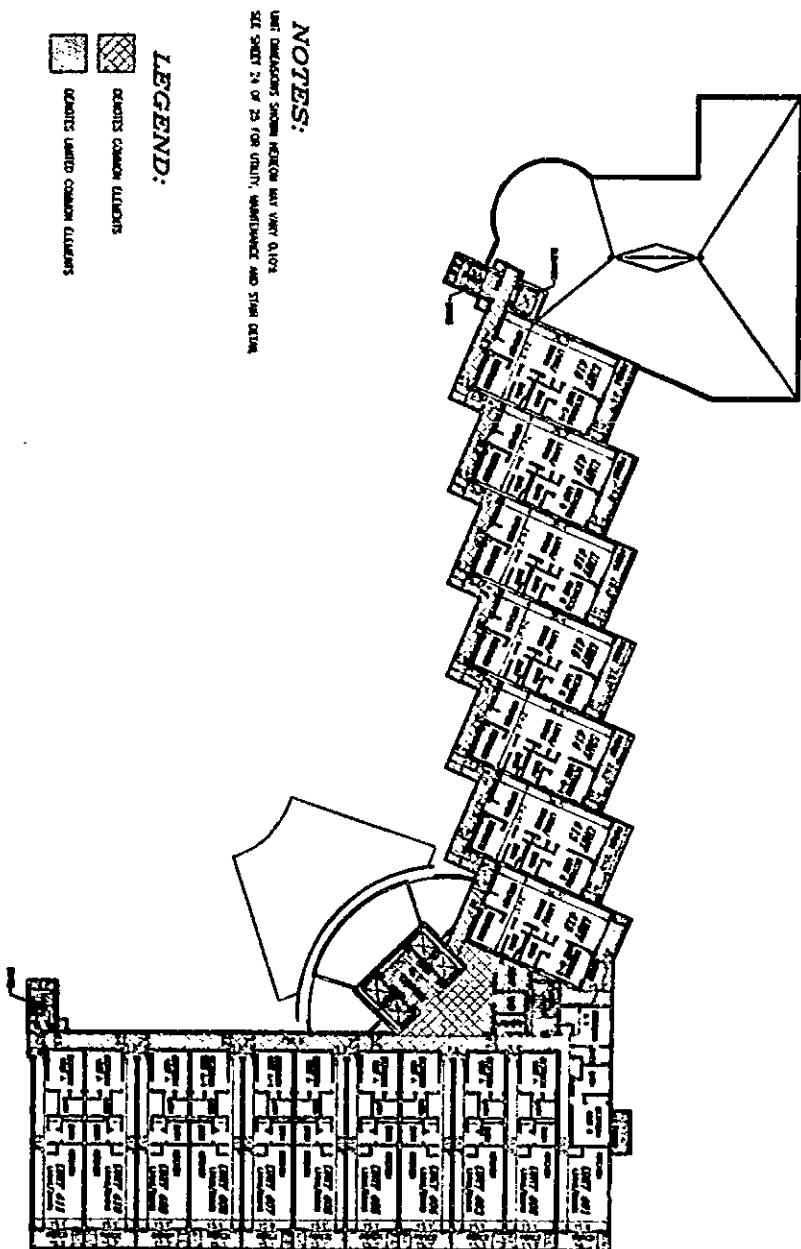
PELICAN BEACH ASSOCIATES, INC.
1700 PELICAN BEACH DRIVE, SUITE 1
PENSACOLA, FLORIDA 32507
PHONE: 904-739-1000
FAX: 2 VANDERBILT 1300

THIRD FLOOR PLAN
THIRD FLOOR ELEVATION-240

SHEET 11 OF 21

PELICAN BEACH RESORT A CONDOMINIUM



IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1996



NOTES:

UNIT DIMENSIONS SHOWN HEREIN MAY VARY SLIGHTLY
SEE SHEET 24 OF 25 FOR UTILITY, MECHANICAL, AND STAIR DETAILS

LEGEND:

-  COMMON ELEMENTS
-  LIMITED COMMON ELEMENTS

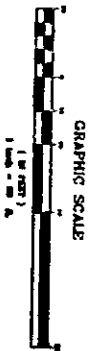
PELICAN BEACH ASSOCIATES, INC.
17000 PELICAN BEACH ROAD, SUITE 1
DADE CITY, FLORIDA 33524
TEL: 813-855-1000
FAX: 813-855-1001

FOURTH FLOOR PLAN
FINISHED FLOOR ELEVATION - 40.24'

**** OFFICIAL RECORDS ****
BK 2845 PG 55

PELICAN BEACH RESORT A CONDOMINIUM

IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1996

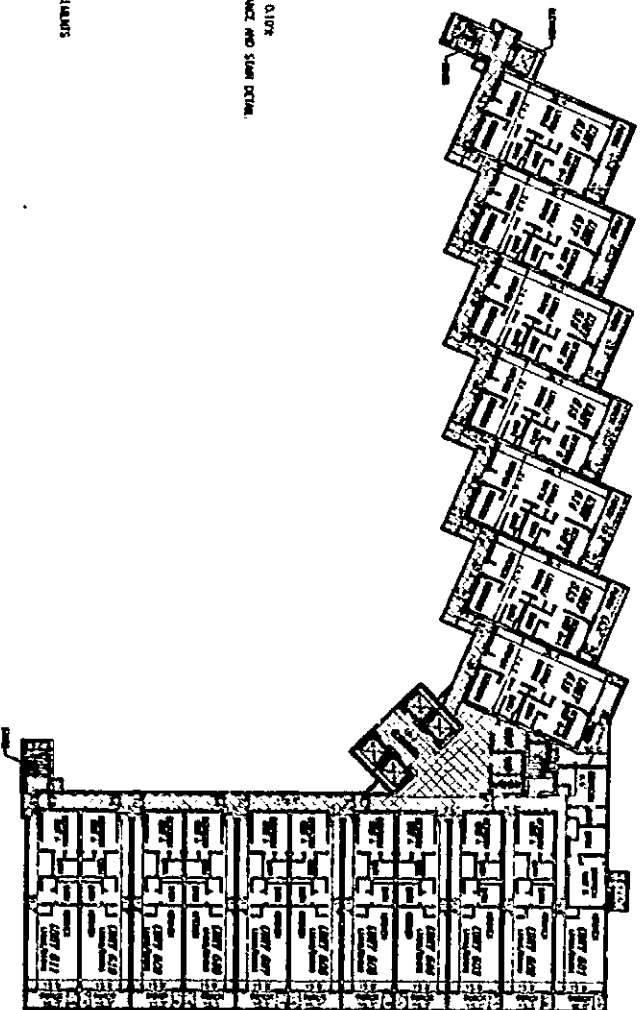


NOTES:

SEE OVERLOOKS SHOWING HEREIN MAY VARY 0.10%
SEE SHEET 24 OF 25 FOR VENTILATION, MAINTENANCE AND STAIR DECK.

LEGEND:

- DONOR'S COMMON ELEMENTS
- DONOR'S LIMITED COMMON ELEMENTS



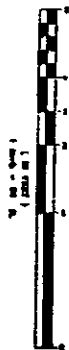
**** OFFICIAL RECORDS ****
BK 2045 PG 56

OKALOOSA COAST ASSOCIATES, INC.
1700 LAKESHORE DRIVE, SUITE 100
PENSACOLA, FLORIDA 32504
TEL: (904) 871-8877
FAX: (904) 871-8888

PELICAN BEACH RESORT
PENSACOLA, FLORIDA 32504

IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1998

GRAPHIC SCALE



NOTES:

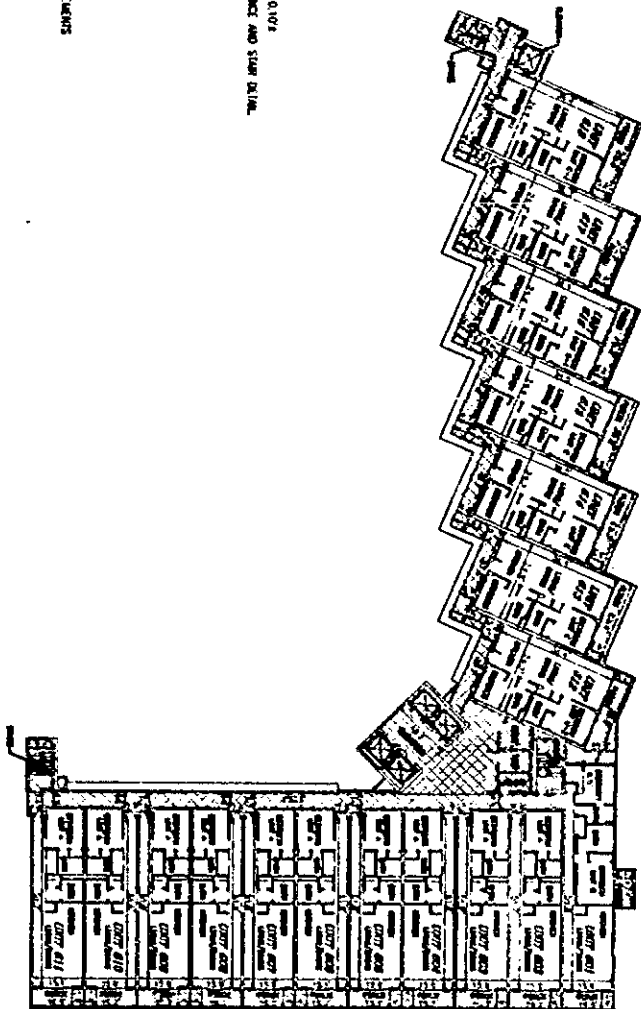
UNIT DIMENSIONS SPECIMEN MEASUREMENT DATA VARY 0.10%
SEE SHEET 24 OF 25 FOR UTILITY, MAINTENANCE AND STAFF DETAILS

LEGEND:



DEFECTS COMMON TO ALL

EDWARDS LIMITED COMPANY CLEVELAND



**** OFFICIAL RECORDS ****
BK 2045 PG 57

24.6

35

BERNARD COAST ASSOCIATES, INC.
12605 DUNLAP COAST PARKWAY WEST, SUITE
1000, FLORIDA 33561 (800) 637-8247
PROJECT 88-129 / COAST 88-1024
FAX: 6 VANDYKE-6100

~~STREET 2.008 PLAIN~~
FINISHED FLOOR ELEVATION=57.55'

5001 7 0 23

PELICAN BEACH RESORT CONDOMINIUM

IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1996

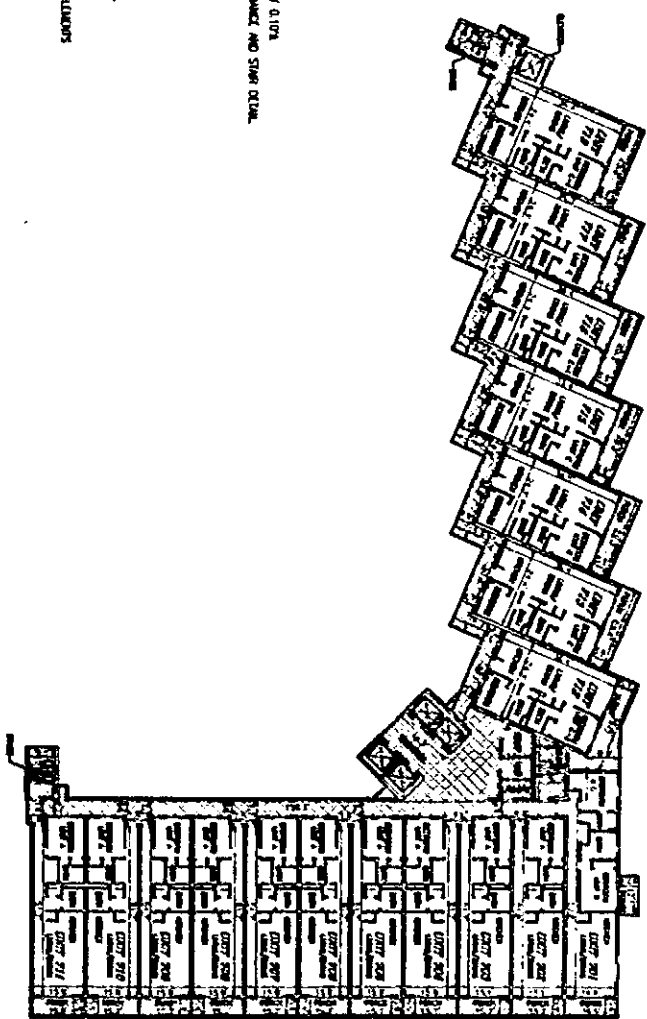


NOTES:

UNIT DIMENSIONS SHOWN HEREIN MAY VARY 0.10%
SEE SHEET 24 OF 25 FOR QUALITY, MAINTENANCE AND STAIR DETAILS.

LEGEND:

- UNITS COMMON ELEMENTS
- DECKS LIMITED COMMON ELEMENTS



**** OFFICIAL RECORDS ****
BK 2045 PG 58

PELICAN BEACH ASSOCIATES, INC.
17005 PELICAN BEACH DRIVE, SUITE 100
DADE CITY, FLORIDA 33524 (800) 837-8245
TEL: 813-733-1200 FAX: 813-733-1201

SEVENTH FLOOR PLAN
FINISHED FLOOR ELEVATION - 65.00'

PELICAN BEACH RESORT & CONDOMINIUM

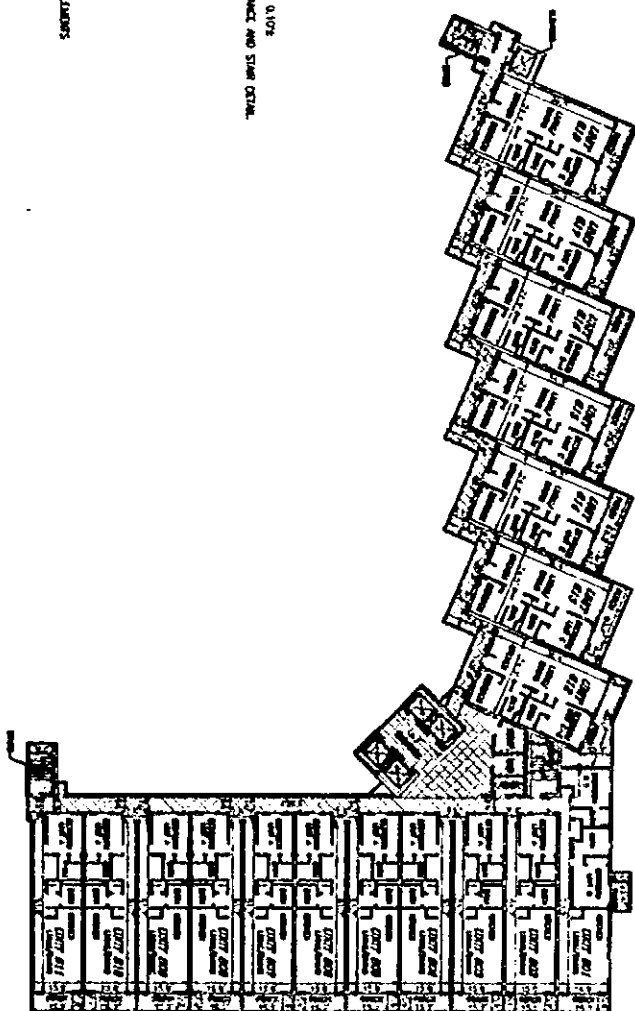
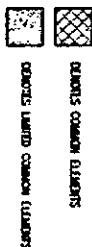
IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1996



NOTES:

UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.1%
SEE SHEET 24 OF 25 FOR UTILITY, MECHANICAL, AND STAIR DETAIL.

LEGEND:

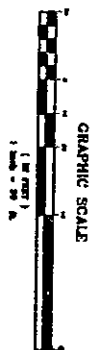


**** OFFICIAL RECORDS ****
BK 2845 PG 59

PELICAN BEACH ASSOCIATES, INC.
1500 BOKALUO COAST PARKWAY, SUITE 1
DUNEDIN, FLORIDA 33514
PHONE: 813-123-0000
FAX: 813-123-0000

EIGHTH FLOOR PLAN
FINISHED FLOOR ELEVATION: 71.55'

PELICAN BEACH RESORT A CONDOMINIUM IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA DECEMBER 1996

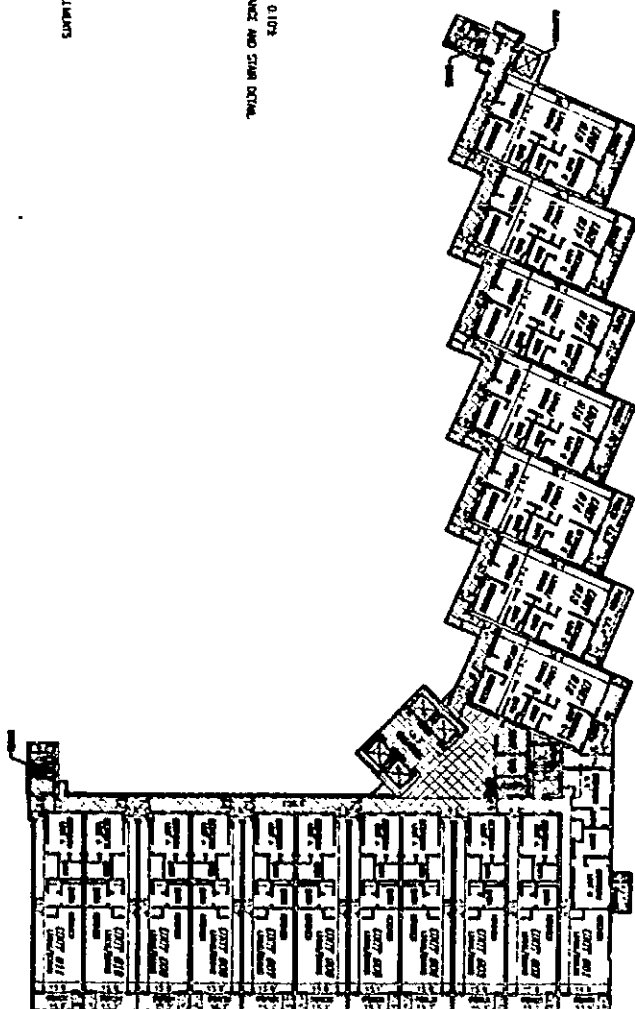


NOTES:

UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10%
SEE SHEET 24 OF 25 FOR VENTILATION, HARDWARE AND FINISH DETAILS.

LEGEND:

- DONOR'S COMMON ELEMENTS
- DONOR'S LIMITED COMMON ELEMENTS



**** OFFICIAL RECORDS ****
BK 2845 PG 60

PELICAN BEACH RESORT CONDOMINIUM

IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1996

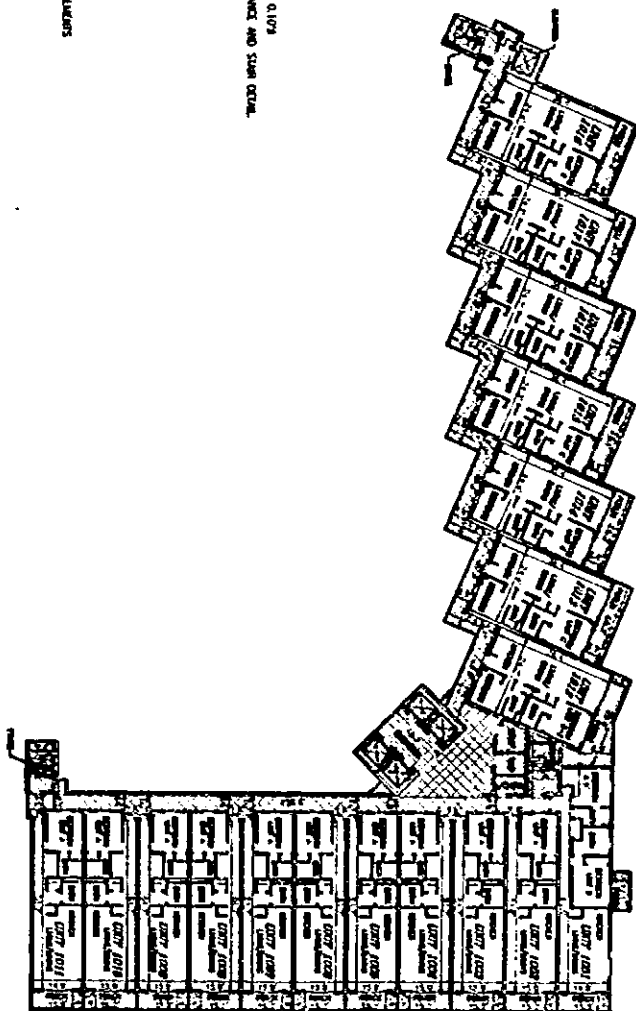


NOTES:

UNIT DIMENSIONS SHOWN HEREIN MAY VARY 0.10%
SEE SHEET 24 OF 25 FOR UTILITY, LANDSCAPE AND SIGN DETAIL.

LEGEND:

- DENOTES COMMON ELEMENTS
- DENOTES LIMITED COMMON ELEMENTS



**** OFFICIAL RECORDS ****
BK 2045 PG 61

APPROVAL CLAY ASSOCIATES, INC.
17000 DUNSTON ROAD, SUITE 100, WEST PALM BEACH, FLORIDA 33411 (407) 837-4322
FAX: (407) 837-4322
P.L.C. C. VINCENZO/10/96

TWENTY FLOOR PLAN
FINISHED FLOOR ELEVATION - 91.5'

PELICAN BEACH RESORT **A CONDOMINIUM**

IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
 OKALOOSA COUNTY, FLORIDA
 DECEMBER 1996

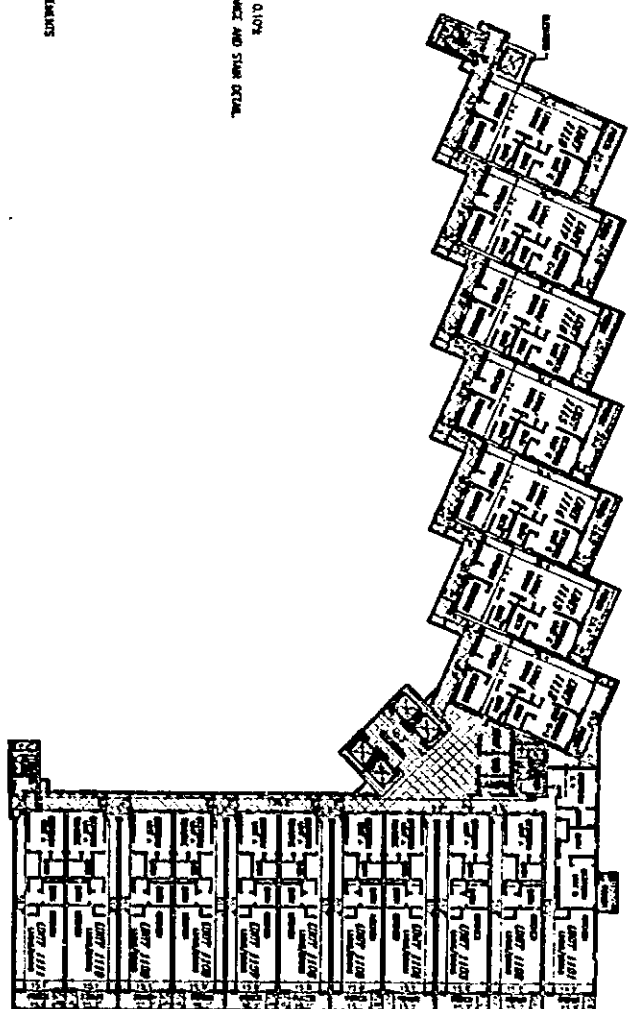


NOTES:

UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10%
 SIX SHEET 24 OF 25 FOR UNIT, MAINTENANCE AND STAIR AREA.

LEGEND:

- DEPOSITS COMMON ELEMENTS
- DEPOSITS LIMITED COMMON ELEMENTS



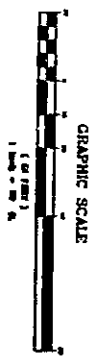
**** OFFICIAL RECORDS ****
 BK 2045 PG 62

EXPRESS COAST ASSOCIATES, INC.
 12000 GULF BAY DRIVE, SUITE 100
 GULF BAY, FLORIDA 33131
 (407) 499-1100
 FAX: (407) 499-1101

SEVENTH FLOOR PLAN
 FRESHED FLOOR ELEVATION=100.07'

PELICAN BEACH RESORT A CONDOMINIUM



IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1996

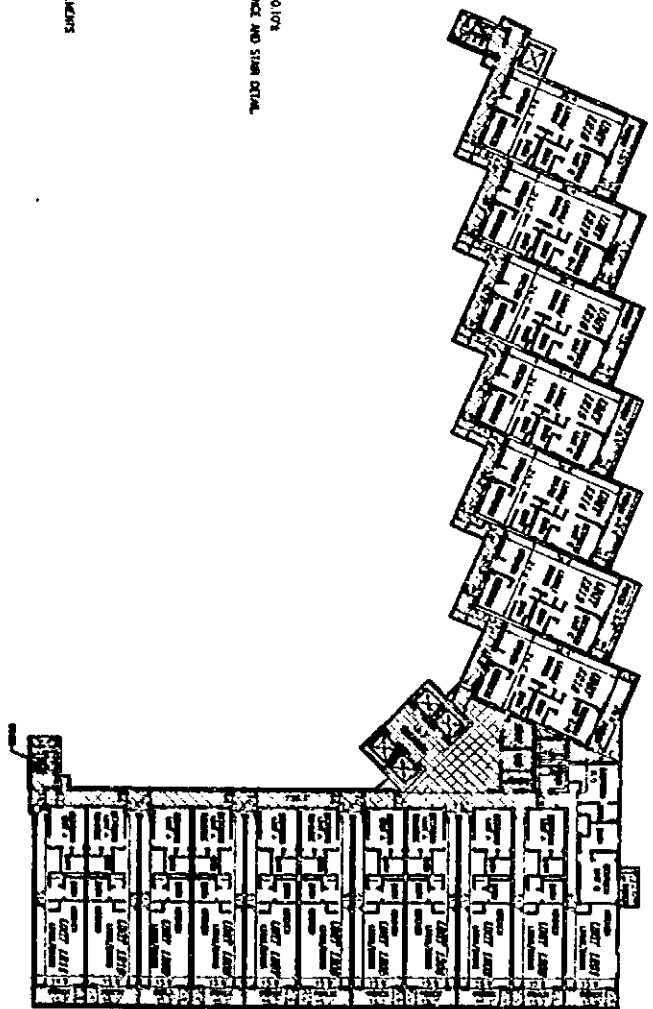


NOTES:

UNIT DIMENSIONS SHOWN INSIDE UNIT WITH 0.10%
SLT. SPACE 7/8" OF 12" FOR UTILITY, MAINTENANCE AND STAIR CLOSET.

LEGEND:

-  DEPOSITS COMMON ELEMENTS
-  DEPOSITS LIMITED COMMON ELEMENTS



**** OFFICIAL RECORDS ****
BK 2845 PG 63

FLORIDA
CONDOMINIUM ASSOCIATES, INC.
10000 W. BOULEVARD, SUITE 100
DADE COUNTY, FLORIDA 33154
TEL: 305-551-1100 FAX: 305-551-1101

TWELFTH FLOOR PLAN
(FINISHED FLOOR ELEVATION=109.25)

PELICAN BEACH RESORT A CONDOMINIUM

IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1998

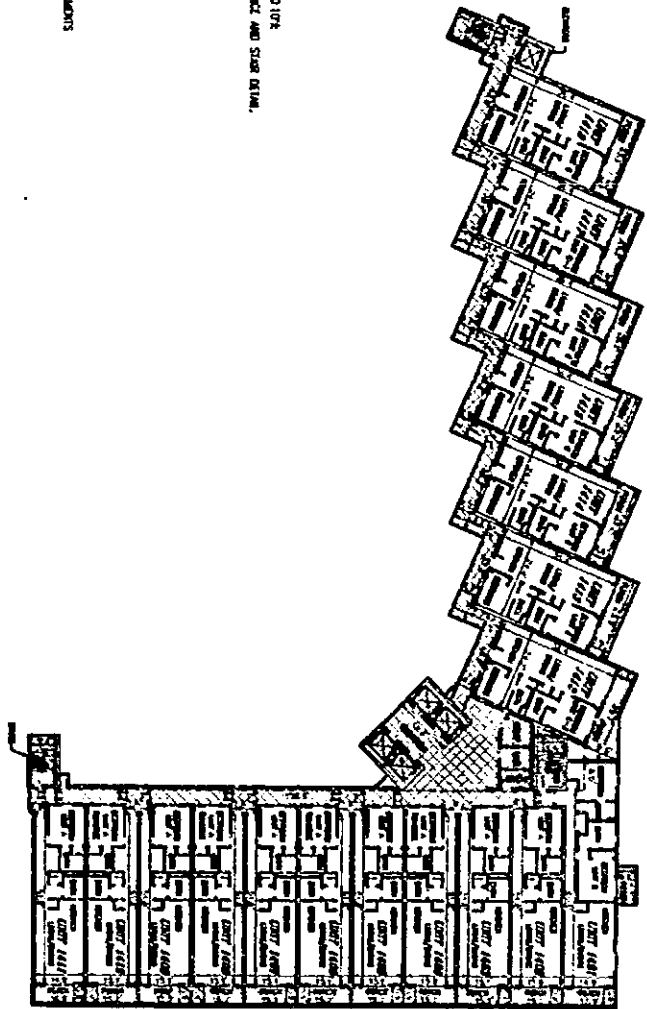


NOTES:

UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10%
SEE SHEET 24 OF 25 FOR UNIT, HATCHWORK AND SIGN NOTING.

LEGEND:

- DEPOSITS COMMON ELEMENTS
- DEPOSITS LIMITED COMMON ELEMENTS



**** OFFICIAL RECORDS ****
BK 2045 PG 64

REDFIELD COAST ASSOCIATES, INC.
1500 REDFIELD COAST DRIVE, SUITE 1
PENSACOLA, FLORIDA 32504
TEL: 904-433-1000
FAX: 904-433-1001

FOURTEENTH FLOOR PLAN
FINISHED FLOOR ELEVATION=117.00'

PELICAN BEACH RESORT A CONDOMINIUM

IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1996

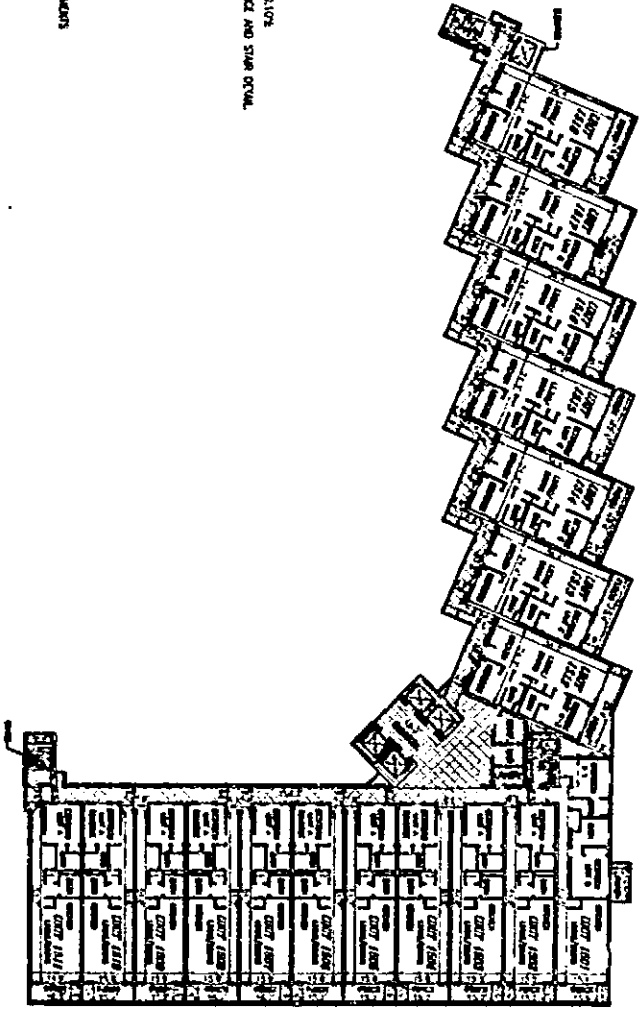


NOTES:

UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10%
SEE SHEET 24 OF 25 FOR UTILITY, MAINTENANCE AND STAIR DECKS.

LEGEND:

- OWNER'S COMMON ELEMENTS
- OWNER'S LIMITED COMMON ELEMENTS



**** OFFICIAL RECORDS ****
BK 2845 PG 65

PERKINS & WILSON ASSOCIATES, INC.
1700 CONCORD COAST PARKWAY, SUITE 100
FORT LAUDERDALE, FLORIDA 33304
PHONE 352-455-1500
FAX 352-455-1500

SEVENTH FLOOR PLAN
FINISHED FLOOR ELEVATION-12.19'

PELICAN BEACH RESORT CONDOMINIUM

IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1996

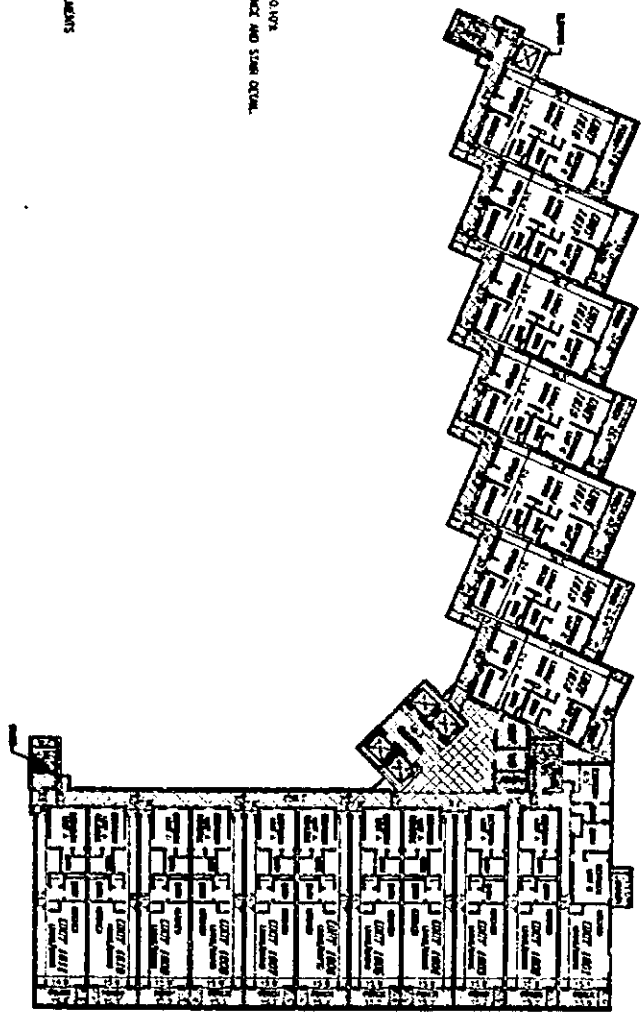


NOTES:

UNIT DIMENSIONS SHOWN HEREIN MAY VARY 0.10%
SEE SHEET 24 OF 25 FOR UTILITY, MAINTENANCE AND STAIR DETAILS.

LEGEND:

- OPENED COMMON ELEMENTS
- OPENED LIMITED COMMON ELEMENTS



**** OFFICIAL RECORDS ****
BK 2045 PG 66

PREPARED BY:
KIMBERLY GALT ASSOCIATES, INC.
13000 PELICAN COAST DRIVE, SUITE 100
PENSACOLA, FLORIDA 32506 (904) 871-8732
FAX: (904) 871-1000
P.L.C. # 9600001A-151646

STATEMENT: FLOOR PLAN
PREPARED FOR: ELEVATION-134.00'

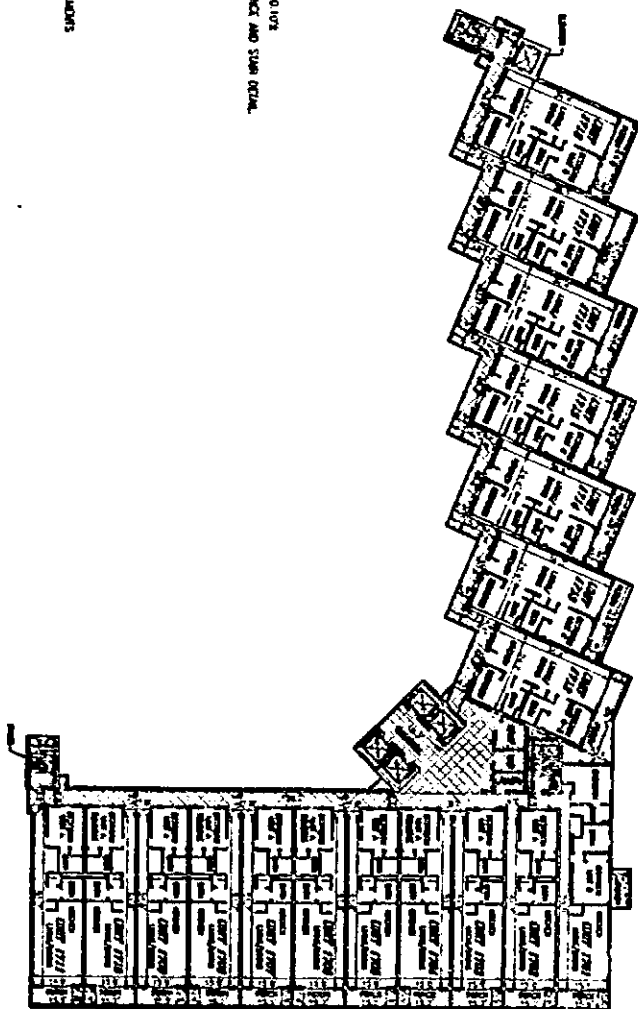
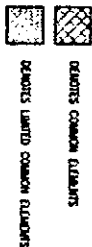
PELICAN BEACH RESORT A CONDOMINIUM IN TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA DECEMBER 1996



NOTES:

UNIT DIMENSIONS SHOWN HEREIN MAY VARY 0.10%
SEE SHEET 24 OF 25 FOR UTILITY, MECHANICAL AND STAIR DETAILS.

LEGEND:



**** OFFICIAL RECORDS ****
BK 2845 PG 67

PELICAN BEACH ASSOCIATES, INC.
15000 PELICAN BEACH BLVD., SUITE 1
PENSACOLA, FLORIDA 32506
TEL: 904/486-1500
FAX: 904/486-1501

SEVENTEENTH FLOOR PLAN
TYPICAL FLOOR ELEVATION=182.48'

PELICAN BEACH RESORT A CONDOMINIUM

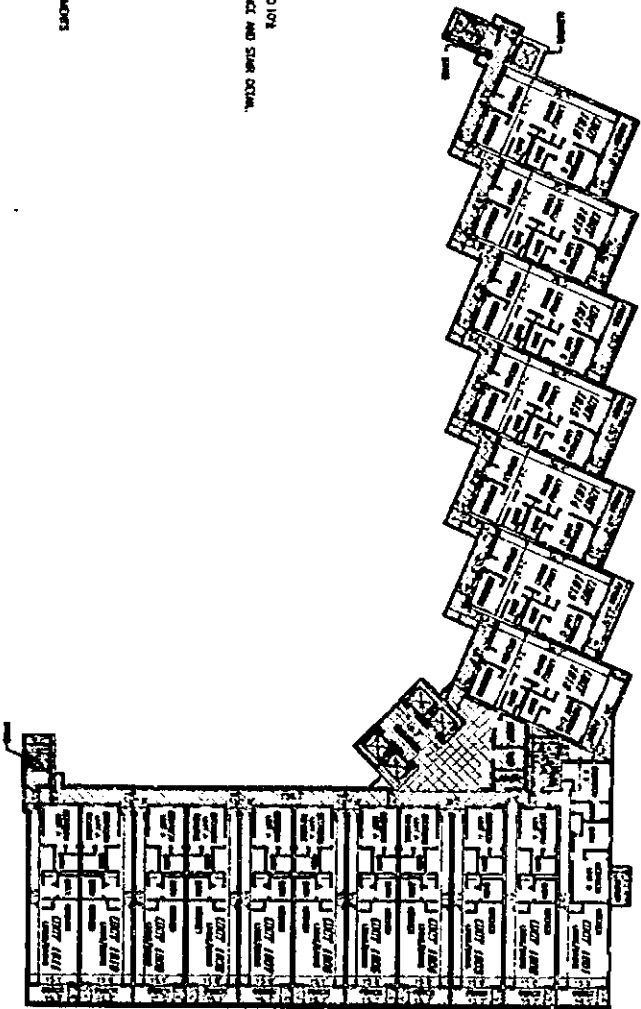
IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1996



NOTES:
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10%
SEE SHEET 24 OF 25 FOR DETAILS, MATERIALS, AND SCHED. O.C.M.

LEGEND:

- IDENTITS COMMON ELEMENTS
- IDENTITS LIMITED COMMON ELEMENTS



**** OFFICIAL RECORDS ****
BK 2045 PG 68

FLORIDA
SUNSHINE COAST ASSOCIATES, INC.
1500 SUNSHINE COAST DRIVE, SUITE 1
DADE CITY, FLORIDA 33524 (800) 437-6572
FAX (813) 776-7558 OR 88-1004
REG. 1 VERNONIA-11006

EIGHTEENTH FLOOR PLAN
FINISHED FLOOR ELEVATION-150.58'

PELICAN BEACH RESORT & CONDOMINIUM

IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1996

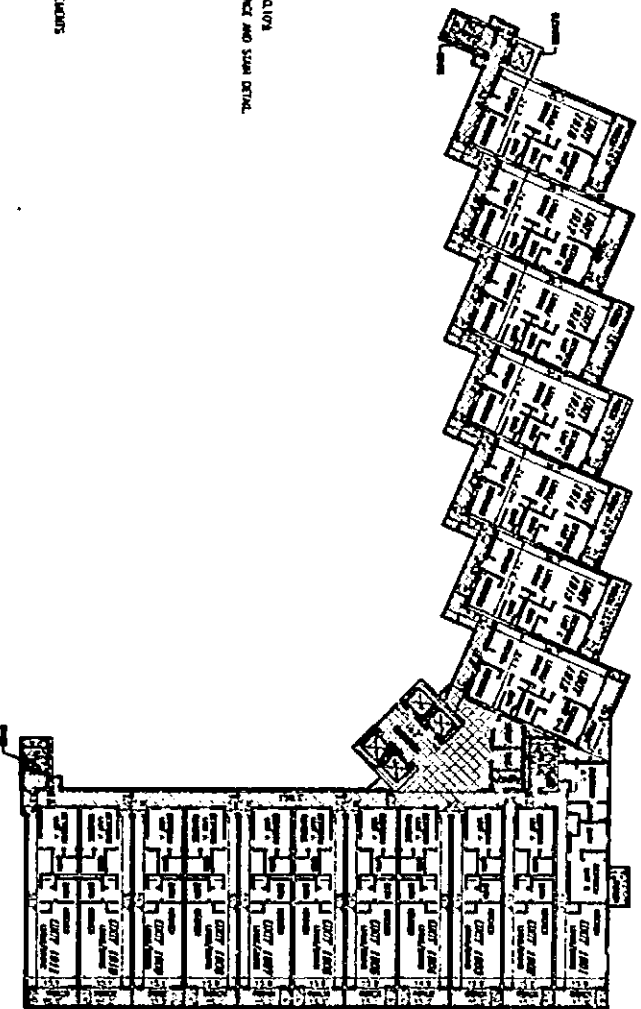


NOTES:

UNIT DIMENSIONS SHOWN HEREIN MAY VARY SLIGHTLY
SEE SHEET 24 OF 25 FOR UTILITY, MAINTENANCE, AND STAIR DETAIL.

LEGEND:

- DEPOSITS COMMON ELEMENTS
- DEPOSITS UNIT COMMON ELEMENTS



**** OFFICIAL RECORDS ****
BK 2845 PG 69

FA
AGRICULTURAL CREDIT ASSOCIATES, INC.
2500 W. PALM BLVD., SUITE 100
FORT LAUDERDALE, FL 33309
PHONE: 352-733-7700 / 352-733-7701
FAX: 352-733-7702

NINETEENTH FLOOR PLAN
FINISHED FLOOR ELEVATION=159.46'

PELICAN BEACH RESORT A CONDOMINIUM

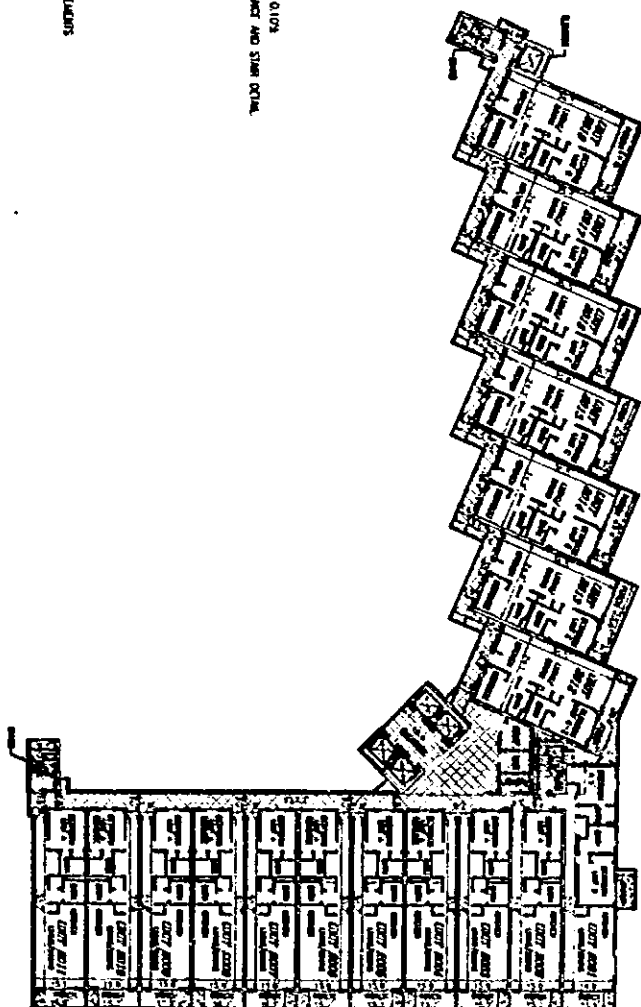
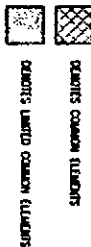
IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1996



NOTES:

UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10%
SEE SHEET 24 OF 25 FOR UNIT, MAINTENANCE AND STAIR DETAIL.

LEGEND:



**** OFFICIAL RECORDS ****
BK 2845 PG 70

APPROVED COAST ASSOCIATES, INC.
15000 PELICAN BEACH ROAD, SUITE 101
DADE CITY, FLORIDA 33511 (800) 337-8427
FAX: (800) 337-8427
WWW.ACAFLA.COM

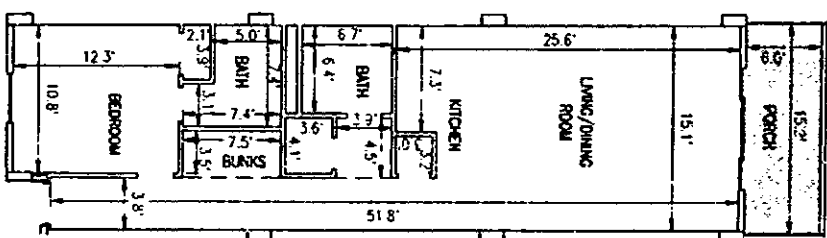
TWENTY-THIRD FLOOR PLAN
FINISHED FLOOR ELEVATION: 167.97'

GRAPHIC SCALE

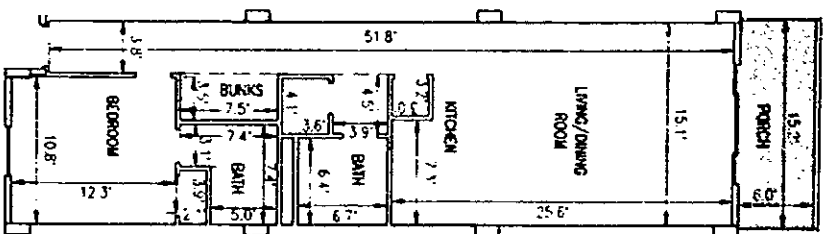


PELICAN BEACH RESORT **CONDOMINIUM**

IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
 OKALOOSA COUNTY, FLORIDA
 DECEMBER 1996

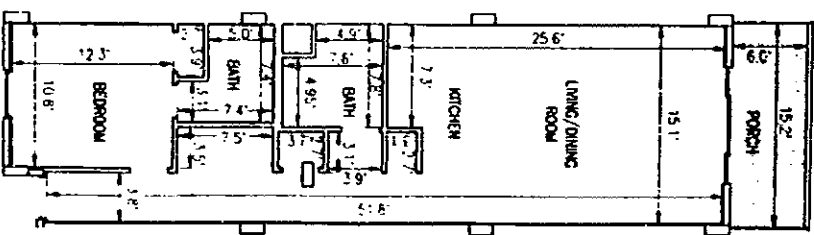


UNIT A
 TYPICAL UNIT PLAN



UNIT A REVERSE
 TYPICAL UNIT PLAN

**** OFFICIAL RECORDS ****
 BK 2045 PG 71



UNIT A-1
 TYPICAL HANDICAPPED UNIT PLAN



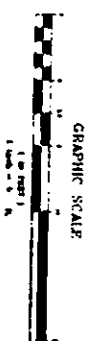
EVERALD COAST ASSOCIATES, INC.
 2000 W. PALM BEACH BLVD., SUITE 100
 PALM BEACH, FLORIDA 33480
 PHONE: (407) 831-1177
 FAX: (407) 831-1178



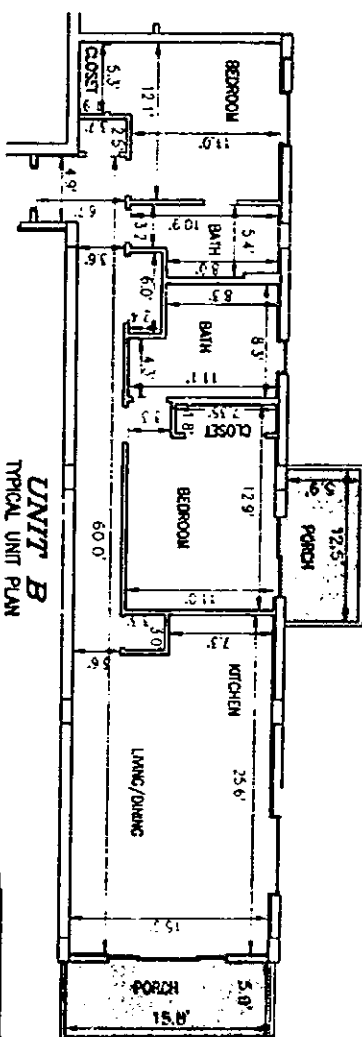
DENOTES LIMITED COMMON ELEMENTS

PELICAN BEACH RESORT

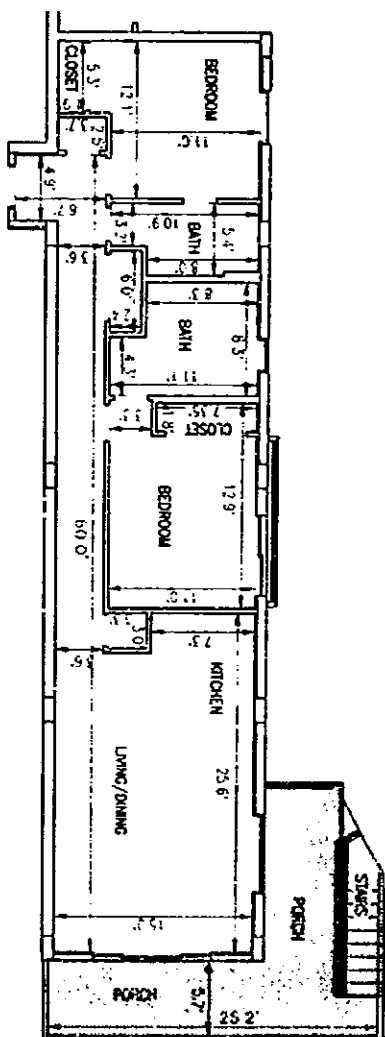
IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1998



**** OFFICIAL RECORDS ****
BK 2845 PG 72



UNIT B
TYPICAL UNIT PLAN



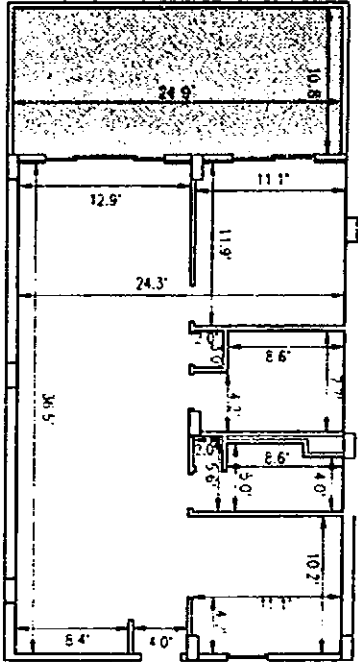
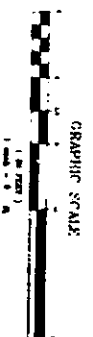
UNIT B-1
TYPICAL UNIT PLAN

 DENOTES LIMITED COMMON ELEMENTS

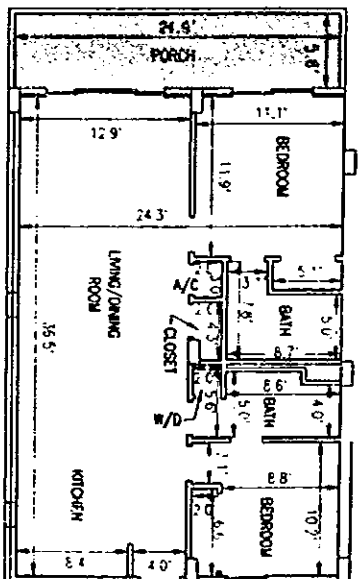
EA
KERRILL COAST ASSOCIATES, INC.
1800 EMMETT COAST HIGHWAY, SUITE 100
P.O. BOX 100, SEASIDE, FLORIDA 32182
TEL: 321/634-1111 FAX: 321/634-1112

PELICAN BEACH RESORT A CONDOMINIUM

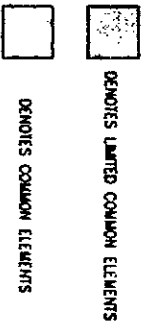
IN TOWNSHIP 2 SOUTH, RANGE 22 WEST,
OKALOOSA COUNTY, FLORIDA
DECEMBER 1986



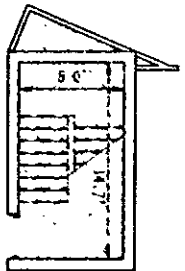
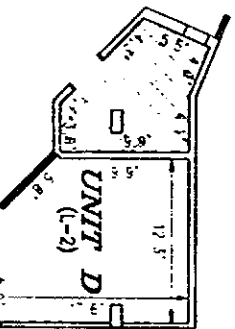
UNIT D
(M-3)



UNIT C
TYPICAL UNIT PLAN



**** OFFICIAL RECORDS ****
BK 2045 PG 73



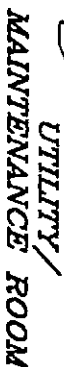
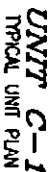
FA
KERRILL COAST ASSOCIATES, INC.
10000 KERRILL DRIVE
OKLAHOMA CITY, OKLA. 73160
PROJECT NO. 117 / 10000 KERRILL DRIVE
REV. 2. 11/11/86 (11/11/86)

A CONDOMINIUM

DECEMBER 1956

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

BK 2045 PG 74



DEFINITION COMMON ELEMENTS



A CONDOMINIUM

DECEMBER 1996



BOOKING ROOM



GRAPHIC SCALE

(SEE FIGURE 1)

1 inch = 100 ft.



BK 2845 PG 75

24.24

SECRET

EXHIBIT B

RESERVED

OFFICIAL RECORDS ##
BK 2045 PG 76

PELICAN BEACH RESORT, A CONDOMINIUM

EXHIBIT C TO DECLARATION

SCHEDULE OF SHARES

The undivided share of the common elements and surplus appurtenant to each condominium unit, and the sharing of liability for common expenses, shall be as set forth below:

<u>TYPE</u>	<u>NUMBER OF UNITS</u>	<u>UNIT SHARE</u>
A	186	.00277
A-1	4	.00277
B	18	.00363
B-1	1	.00363
C	99	.00303
C-1	13	.00303
C-2	18	.00303
D	1	.01083

PELICAN BEACH RESORT, A CONDOMINIUM

EXHIBIT D TO DECLARATION

ARTICLES OF INCORPORATION

OF

PELICAN BEACH RESORT OWNERS' ASSOCIATION, INC.

ARTICLE I. NAME AND PRINCIPAL PLACE OF BUSINESS

The name of this corporation is PELICAN BEACH RESORT OWNERS' ASSOCIATION, INC., hereinafter called "Association," and its principal place of business initially will be Post Office Box 216, Destin, Florida 32540.

ARTICLE II. PURPOSE

This corporation is organized for the purpose of providing an entity pursuant to Section 718.111, Florida Statutes, for the operation of Pelican Beach Resort, a condominium located in Okaloosa County, Florida. Further, the Association shall operate and maintain any stormwater management system and any stormwater discharge facility exempted or permitted by the Florida Department of Environmental Regulation or other state agency on the property of the Association, and shall have all powers necessary to establish rules and regulations, assess members, and contract for services for the maintenance and operation thereof. In addition, the Association shall maintain dune vegetation and dune integrity and similar improvements or environmental requirements on the Association's property as may be directed by the City of Destin or other governmental authority from time to time.

ARTICLE III. TERM

The term of the Association shall be the life of the condominium, unless the Association is terminated by the termination of the condominium in accordance with the provisions of the Declaration. Upon any such termination, any stormwater management system or discharge facility for which the Association is responsible shall be maintained by local government units, including Okaloosa County or any municipality, a municipal service taxing unit, an active water control district, a drainage district created by special act, a community development district created under Chapter 190, Florida Statutes, a special assessment district created under Chapter 170, Florida Statutes, a state or federal agency, any duly constituted communication, water, sewer, electrical or other public utility, or any entity acceptable to the Department of Environmental Regulation or its successor under its rules and regulations.

ARTICLE IV. SUBSCRIBER

The name and address of the subscriber of these Articles of Incorporation is James F. Adams, Post Office Box 216, Destin, FL 32540.

ARTICLE V. DIRECTORS

1. The affairs of the Association will be managed by a Board of Directors consisting of the number of directors as shall be determined by the Bylaws, but not less than three directors and in the absence of such determination shall consist of three directors.

2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies of the Board of Directors shall be filled in the manner provided in the Bylaws.

3. When unit owners other than the Developer own fifteen percent (15%) or more of the units within the condominium, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall

**** OFFICIAL RECORDS ****
BK 2845 PG 79

be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed on fifty percent (50%) of the units within the condominium, within three (3) months after sales have been closed by the Developer on ninety percent (90%) of the units within the condominium, when all of the units within the condominium have been completed, some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or seven years after recordation of the declaration of condominium, whichever of the foregoing events shall first occur. The Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units within the condominium. Within seventy-five (75) days after the owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than sixty (60) days' notice of an election for this purpose. The notice may be given by any owner if the Association fails to do so.

4. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

James F. Adams, Jesse R. Adams, Jr. and Jesse R. Adams, Sr.
Post Office Box 216
5160 Highway 98 East
Destin, FL 32541

ARTICLE VI. OFFICERS

The affairs of the Association shall be administered by the officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President and Treasurer - James F. Adams
Vice President and Secretary - Jesse R. Adams, Sr.

ARTICLE VII. BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE VIII. AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting.
3. Approval of an amendment must be by not less than 66-2/3% of the votes of the entire membership of the Association.
4. No amendments shall make any changes in the qualifications for membership nor the voting rights of members.
5. A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Okaloosa County, Florida.

**** OFFICIAL RECORDS ****
BK 2045 PG 80

ARTICLE IX. RESIDENT AGENT

The Association has named Mary K. Kraemer, whose address is 727 Highway 98 East, Destin, Florida 32541, as its resident agent to accept service of process within the State.

IN WITNESS WHEREOF, the subscriber has hereunto affixed his signature this _____ day of December, 1996.

JAMES F. ADAMS

STATE OF FLORIDA
COUNTY OF OKALOOSA

BEFORE ME, the undersigned authority, this day personally appeared James F. Adams

____ who is personally known to me or

____ who showed _____ as proof of identification,

and acknowledged the execution of the within document to be his/her/their free act and deed for the uses and purposes therein expressed.

WITNESS my hand and official seal this _____ day of December, 1996.

NOTARY PUBLIC

Print Name: _____

My Commission expires: _____

[SEAL]

OATH OF RESIDENT AGENT

I, Mary K. Kraemer, having been named to accept service of process for Pelican Beach Resort OWNERS' ASSOCIATION, INC., at 727 Highway 98 East, Destin, Florida 32541 hereby accept to act in this capacity and agree to comply with the provisions of said act relative to keeping open said office.

MARY K. KRAEMER

PELICAN BEACH RESORT, A CONDOMINIUM

EXHIBIT E TO DECLARATION

BYLAWS

OF

PELICAN BEACH RESORT OWNERS' ASSOCIATION, INC.

1. Identity. These are the Bylaws of Pelican Beach Resort Owners' Association, Inc., called "Association" in these Bylaws, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws.

A. The office of the Association shall be Post Office Box 216, Destin, Florida 32540.

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the Association shall bear its name the word, "Florida", the words, "corporation not for profit", and the year of the incorporation.

2. Members' Meetings.

A. The annual members' meeting shall be held at the office of the corporation on the 2nd Saturday in October of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if the day is a legal holiday, the meeting shall be held on the next day that is not a holiday.

B. Special members' meetings shall be held whenever called by the president and vice-president or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership. Special meetings for approval of assessments which exceed 115% of assessments for a prior year and for recall of a Board member may be called as set forth in Sections 718.112(2)e and (k), Florida Statutes, respectively.

C. (1) Notice of all members' meetings stating the time and place and an identification of agenda items, shall be given by the president or vice-president or secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Adequate notice of members' meetings shall also be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days preceding said meeting, except in emergency.

(2) Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain the statement that the assessments will be considered and the nature of such assessments.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

E. Voting.

(1) In any meeting of members, owners of units shall be entitled to one vote for each unit owned in Pelican Beach Resort.

(2) If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the

**** OFFICIAL RECORDS ****
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secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice-president and attested by the secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not of file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. The use of limited and general proxies shall be permitted as set forth by Florida law. Votes may be cast in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawful adjourned meeting thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. A proxy must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting for that proxy to be valid.

G. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The order of business at annual meetings and as far as practical at other members' meetings, shall be:

- (1) Election of chairman of the meeting.
- (2) Calling of the roll and certifying of proxies.
- (3) Proof of notice of meeting or waiver of notice.
- (4) Reading and disposal of any unapproved minutes.
- (5) Reports of officers.
- (6) Reports of committees.
- (7) Election of directors.
- (8) Unfinished business.
- (9) New business.
- (10) Adjournment.

3. Directors.

A. Membership. The affairs of the Association shall be managed by a Board of Directors of not less than three directors, the exact number to be determined by the Board of Directors from time to time. The Board of Directors shall be divided into three classes (Class A, Class B, and Class C), as nearly equal in number as permitted by the then total number of directors constituting the whole Board, with the term of office of one class expiring each year. Within the requirements of law, the terms and number of directors in each class shall be fixed, from time to time, by the Board of Directors. The term of office, until otherwise fixed, for all directors elected at each annual meeting shall be three years from the date of their election. At each annual meeting, elections shall be held to elect directors to replace those whose terms have expired. All directors shall continue in office after the expiration of their terms until their successors are elected or appointed and have qualified, except in the event of earlier resignation, removal, or disqualification.

B. Election of directors shall be conducted in the following manner:

(1) Election of directors shall be held at the annual members' meeting; provided, however, that the first election of directors shall not be held until the Developer elects to terminate its control of the Association, or until required by Florida law, whichever occurs first. The directors named in the Articles of Incorporation shall serve until the first election of directors, and vacancies shall be filled by the remaining director(s), and if there are no remaining directors, vacancies shall be filled by the Developer.

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(2) The election shall be 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 recall. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. The Board shall hold a meeting within 5 days after the deadline for a candidate to provide notice to the Association of intent to run to accept additional nominations. Any owner or other eligible person may nominate himself or may nominate another owner or eligible person, if he has permission in writing to nominate the other person. Any unit owner desiring to be a candidate for the Board shall give written notice to the secretary of the Association not less than 40 days before a scheduled election. Not less than 30 days before the election meeting, the Association shall then mail or deliver a second notice of the meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates.

(3) Upon request of a candidate, the Association shall include an information sheet, no larger than 8.5 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board.

(4) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(5) Any director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meetings.

(6) Provided, however, when unit owners other than the Developer own fifteen percent (15%) or more of the units within the condominium, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed on fifty percent (50%) of the units within this condominium, within three (3) months after sales have been closed by the Developer on ninety percent (90%) of the units within the condominium, when all of the units within the condominium have been completed, some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or seven years after recordation of the declaration of condominium, whichever of the foregoing events shall first occur. The Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five per cent (5%) of the units within the condominium. Within seventy-five (75) days after the owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call and give not less than sixty (60) days' notice of an election for this purpose. The notice may be given by any owner if the Association fails to do so.

C. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. The organizational meeting of the newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for the meeting.

F. Regular meetings of the directors may be called by the president and must be called by the secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days notice of the meeting shall be given personally, or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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G. Notice of Meetings. All meetings are open to all unit owners. Except in emergencies, notice shall be conspicuously posted at least forty-eight (48) continuous hours prior to the meetings. Any meeting regarding assessments against unit owners shall specifically state said fact on this notice.

H. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

I. A quorum at a directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

J. Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted.

K. Joinder in a Meeting By Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall not constitute the presence of such director for the purpose of determining a quorum.

L. The presiding officer of directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

- M. The order of business at directors' meetings shall be:
- (1) Calling of the roll.
 - (2) Proof of due notice of meeting.
 - (3) Reading and disposal of any unapproved minutes.
 - (4) Reports of officers and committees.
 - (5) Election of officers.
 - (6) Unfinished business.
 - (7) New business.
 - (8) Adjournment.

N. Directors' fees, if any, shall be determined by the members.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractor or employees, subject only to approval by unit owners when such is specifically required.

5. Officers.

A. The executive officers of the Association shall be a president, who shall be a director, a vice-president, who shall be a director, a treasurer and secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold one or more offices except that the president shall not be also the secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of a president of an Association, including but not limited to the power to appoint committees from among the members, from time to time, as he, in his discretion may determine appropriate, to assist in the conduct of the affairs of the corporation.

C. The vice president in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

D. The secretary shall keep the minutes of all proceedings of directors and members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when

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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 an Association, and as may be required by the director or the president.

E. The treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of treasurer.

6. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. The receipt and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

B. Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in the fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(1) Reserve for capital expenditures and deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually, including but not limited to roof replacement, building painting, and resurfacing of paved areas.

(2) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(3) Property improvements, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common property.

(4) Operations, which shall include the gross revenues from the use of the common property. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from such operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from such operations shall be met by special assessments against unit owners, which assessments may be made in advance in order to provide a working fund.

C. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 2 preceding the year for which the budget is made. If the budget is amended substantially, a copy of the amended budget shall be furnished to each member.

D. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in quarterly or monthly installments, as may be determined by the Board of Directors of the Association. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.

E. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon the filing of a lien.

F. Assessments for Emergencies. Assessment for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the Association the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

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G. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall only be by checks signed by such persons as are authorized by the directors.

7. Parliamentary Rules. "Roberts' Rules of Order" (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation and these Bylaws.

8. Amendments. These Bylaws may be amended in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present, in person or by proxy, at the meeting considering the amendment may express their approval in writing; providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(1) Not less than 66-2/3% of the entire membership of the Board of Directors and by not less than 66-2/3% of the votes of the entire membership of the Association; or

(2) By not less than 66-2/3% of the votes of the entire membership of the Association; or

(3) Until the first election of directors, by all of the directors.

9. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the units with the Condominium Fire and Life Safety Code.

10. As required by Florida law, the Association shall participate in mandatory nonbinding arbitration as provided for in Section 718.1255, Florida Statutes, as it may be amended.

The foregoing were adopted as the Bylaws of Pelican Beach Resort 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 _____ day of _____, 1997.

Secretary (SEAL)

Approved:

President (SEAL)

PELICAN BEACH RESORT, A CONDOMINIUM

EXHIBIT F TO DECLARATION

EXHIBIT F

RULES AND REGULATIONS

1. Automobiles may be parked only in the areas provided for that purpose.
2. Use of the recreational facilities will be in such manner as to respect the rights of other unit owners. Use of particular recreational facilities will be controlled by regulations to be issued from time to time, but in general, such use will be prohibited between the hours of 11:00 P.M. and 7:00 A.M. Limitations on the use of the recreational facilities by persons under eighteen years of age may be established by resolution of the Board from time to time. Provided, however, that the use of the meeting rooms shall not be subject to this restriction, so long as the unit owners are not unreasonably disturbed.
3. No radio or television antenna or any wiring for any purpose shall be installed on the exterior of a building without the written consent of the Association.
4. Any owner may identify his unit with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other signs may be displayed except signs of the Developer pending construction and sale of the condominium units, signs to identify Unit D, and other signs deemed necessary by the Developer and/or owner of Unit D, its successors, lessees and assigns for the uses set forth in Article XXIV of the Declaration, all of which may be attached to the common elements; while such signs shall not be required to have the approval of the Board or the Association, they should be in character with the nature of those throughout the property.
5. The balconies, terraces and exterior stairways shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs and other household items.
6. Unit owners are reminded that alteration and repair of the condominium building is the responsibility of the Association except for the interior of units. With the exception of the connection of certain units as set forth in Article XIV of the Declaration of Condominium, and of Unit D, no work of any kind is to be done upon exterior building walls or upon interior boundary walls without first obtaining the approval required by the Declaration of Condominium.
7. Absolutely no pets may be kept in the units or on the condominium property.
8. No owner may make or permit any disturbing noises in the building whether made by himself, his family, friends or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenants. No owner may play or allow to be played any musical instrument, phonograph, radio or television set in his unit between the hours of 11:00 P.M. and the following 7:00 A.M. if the same shall disturb or annoy other occupants of the condominium.
9. Each unit (other than Unit D) is restricted to residential use by only the owner thereof, his immediate family, guests, invitees or lessees. Such unit may be rented on a daily or longer basis.

RULES FOR THE POOL

10. The pool opens at 7:00 A.M. to 11:00 P.M., so long as conduct permits the 11:00 P.M. hour. The hours of operation of the pool may be shortened as may be required by Florida law.
11. Pelican Beach Resort does not have a life guard on duty, and residents must realize that they swim at their own risk.
12. No bottles, glasses or cans will be permitted in the pool area. All beverages must be in paper or plastic containers.
13. Children must be accompanied by a responsible person if under the age of twelve (12).
14. Place all trash inside containers and clear all tables upon leaving.

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15. Proper conduct is expected of all of our residents at all times. Rough play or poor behavior at the pool will not be tolerated.

16. The pool is restricted to residents and their guests, please exercise good judgment in the number of guests you have and be considerate of your neighbors. Residents are responsible for the responsible for the conduct of their children and guests while in the pool area and while going to and from the pool.

17. Pool ropes, preservers, and hooks and other safety equipment are not to be removed from the pool area or played with.

The pool is yours; please treat it as such. It is for the enjoyment of all. Parents, please discuss the rules with your children, so that they understand them. If you have any suggestions that will aid us in the operation of the pool, please contact the management. Your suggestions and criticisms are always welcome, not only with reference to the pool, but to the operation of Pelican Beach Resort.

RULES FOR PARKING

18. Passenger cars, boats and/or trailers, motor homes, and pick-up trucks only may utilize the parking facilities.

19. No large trucks or any other vehicle other than those cited in Paragraph 18 may use parking facilities. Limitations on oversize vehicles and vessels, and on the term of use of parking by any vehicles or vessels, so that the parking facilities benefit unit owners and guests and are not used for storage or for an excessive period, shall be determined by the Board.

RULE CHANGES

20. The Association reserves the right to change, amend, delete and/or waive any of the rules set forth herein, but no such rule change shall affect Unit D.

PROCEDURE FOR FINES

21. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

- (a) A statement of the date, time and place of the hearing;
- (b) A statement of the provisions of the Declaration, Bylaws, or rules which have allegedly been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied.

22. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

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