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DECLARATION OF CONDOMINIUM
OF
PLANTATION PLACE, A CONDOMINIUM

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PLANTATION PLACE - DECLARATION OF CONDOMINIUM

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EXHIBITS

- A. Legal Descriptions
- B. Survey, Plot Plan, Floor Plan and Graphic Descriptions
- C. Articles of Incorporation of Plantation Place Condominium Association, Inc.
- D. By-laws of Condominium Association.
- E. Schedule of Ownership Interest changes and other information changes as Phases are added
- F. Description of Maximum Lands which may be submitted to Condominium

DECLARATION OF CONDOMINIUM

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FOR

PLANTATION PLACE, A CONDOMINIUM

I.

SUBMISSION STATEMENT

Plantation Development Corporation, a Florida corporation, herein called "Developer", the owner and holder of the real property as hereinafter described in Article III hereof entitled "Land", hereby submits the land described in said Article III to condominium ownership pursuant to Chapter 718, Florida Statutes, the Condominium Act, upon the terms, conditions, restrictions and limitations hereinafter set forth. Except where variances permitted by law appear in the Declaration and its attached By-Laws or Articles of Incorporation or in lawful amendments to either of them, the provisions of the Condominium Act as presently constituted, including the definitions therein contained are adopted and included herein by express reference. Other real property may, at the option of the Developer, be submitted to condominium, as Phases II, III, IV, V, VI and VII, respectively. Developer has no obligation to submit any or all subsequent phases to condominium, however, reserves the right to submit any subsequent phase in any order. The effect of submission of subsequent phases to condominium is explained in Section XXVII entitled "Phase Development".

II.

NAME and ADDRESS

The name by which the condominium is to be known and identified is **PLANTATION PLACE, A CONDOMINIUM**, and its address is 7150 Plantation Road, Pensacola, Florida 32504.

III.

LAND

(A) The legal description of the land included in Phase I of the condominium, and submitted herewith to condominium as Plantation Place, a Condominium, Phase I, is attached hereto as Exhibit "A-1".

(B) The legal description of the real property which may, at the option of the Developer, and in accordance with this Declaration, be later submitted to condominium as Phases II through VII of Plantation Place, a Condominium, is attached hereto as Exhibit "A-2" through "A-7". The land described in Exhibit "A-2" through "A-7" is not submitted at this time to condominium ownership and may only be submitted to condominium ownership by an amendment hereto, properly executed and recorded by Developer.

IV.

IDENTIFICATION OF UNITS

A. The condominium property consists of the land described in Sub-paragraph (A) of Section III hereof, and all easements and rights appurtenant thereto, together with the buildings

and other improvements constructed thereon, which include the units, common elements and limited common elements. The principal improvements on the real property submitted herewith, as Phase I consist of one building containing twelve (12) units, a pool, paved accessways, approximately 12 paved parking spaces and landscaping. A total of twelve (12) condominium units will be constructed in Phase I.

B. The number, location and floor plan of each unit is shown on the survey exhibit attached hereto as Exhibit "B".

C. The balconies and patios abutting a unit are limited common elements appurtenant to those units which they abut, the use of which is restricted to the units to which they are appurtenant. Maintenance and upkeep of each balcony and patio shall be the exclusive responsibility of the Association. The areas, and spaces which are not within the boundaries of a condominium unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in the Condominium Act, and hereafter in this Declaration of Condominium.

D. Each numbered unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor and perimeter walls. All bearing walls and floor slabs located within an apartment constitute part of the common elements up to the unpainted finished surface of said walls. All conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the common elements. The boundary lines of each apartment balcony are the interior vertical surfaces thereof and the exterior unpainted unfinished surface of the perimeter balustrade or railing abutting the balcony and the finished surfaces of the floor and ceiling.

E. Each condominium parcel includes the condominium unit, with accompanying garage which shall be a part of the unit, together with the undivided share in and to the common elements which is appurtenant to that unit and the interest of each unit in any limited common elements appurtenant to that unit such as balconies or patios.

V.

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There are attached hereto as exhibits and made a part hereof and recorded simultaneously herewith, a survey, plot plan and graphic description of improvements mentioned above, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said survey, plot plan and graphic description of improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit "B" to this Declaration. Upon final completion of the condominium, said Exhibit "B" will be certified to in the manner required by Florida Statute 718.104(4)(e), the Condominium Act. Conveyances of a unit shall be by warranty deed conveying a fee simple interest in the unit and its appurtenances.

B. If the improvements described in this Declaration are not completed at the time of the filing of this Declaration in the Public Records of Escambia County, Florida, Developer shall, prior to closing a sale of any unit, file an amendment to Exhibit "B" showing the completion of construction of all improvements on the land described in section III and complying with Florida Statute 718.104(4)(e).

C. Limited common elements shall include a balcony or patio if appurtenant to a unit.

D. Common elements constructed as shown on the plot plan, and survey exhibit attached hereto as Exhibit "B", include an asphalt parking area containing 12 unassigned parking spaces, an unheated pool, approximately 20' x 40' feet, paved accessways and landscaping.

E. Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units, provided Developer owns the units so altered and provided further, that prior written consent is obtained from all mortgagees holding a mortgage affecting the units being so altered. An amendment to this Declaration reflecting such alterations by the Developer need be signed and acknowledged only by the Developer after such written consent and need not be signed or approved by the Association, unit owners, lienors or mortgagees. No such change shall, however, increase the number of units nor substantially alter the boundaries of the common elements without an amendment to this Declaration in the manner hereinafter provided.

VI.

UNDIVIDED SHARE IN THE COMMON ELEMENTS AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

A. Appurtenant to each unit in this condominium shall be a membership in Plantation Place Condominium Association, Inc., and an undivided one-twelfth (1/12) interest in the common elements and common surplus. The apportionment of the ownership of the common elements and common surpluses is based on equality for each unit.

A schedule of the units, the unit numbers, types, ownership interest in the common elements, the approximate square footage and the number of bedrooms and baths in each unit follows:

Unit No.	Unit Type & Letter Desig.	Ownership Interest	Approx. Sq. Footage	No. of Bedrooms	No. of Baths
111	Magnolia-B	1/12	1,000	2	2
112	Azalea-A	1/12	900	2	1
113	Azalea-A	1/12	900	2	1
114	Magnolia-B	1/12	1,000	2	2
121	Camelia-C	1/12	888	1	1
122	Tara-D	1/12	1,208	1	2
123	Tara-D	1/12	1,208	1	2
124	Camelia-C	1/12	838	1	1
125	Camelia-C	1/12	838	1	1
126	Tara-D	1/12	1,208	1	2
127	Tara-D	1/12	1,208	1	2
128	Camelia-C	1/12	888	1	1

B. Each unit owner shall be liable for a one-twelfth (1/12) share of the common expenses and entitled to a one-twelfth (1/12) share of the common surplus, such share being the same as the

undivided share in the common elements appurtenant to each owner's undivided share in the common elements appurtenant to each owner's unit. Subsequent addition of new phases to the condominium will affect each owner's proportionate interest in the common expenses and common surplus and each owner's undivided share in the common elements.

G. In the event of the termination of the condominium or of any portion of the condominium, the condominium property shall be owned in common by the unit owners in accordance with the provisions contained in Section XXIV entitled TERMINATION.

VII

CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this condominium is PLANTATION PLACE OWNERS ASSOCIATION, INC., a Florida corporation not for profit. The Association shall have all the powers, rights and duties set forth in this Declaration, the Articles of Incorporation, the By-Laws and Florida Statutes. The Association is sometimes hereinafter referred to as "the Association". A copy of the Articles of Incorporation of the Association are affixed hereto as Exhibit "C". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and filed with the Secretary of State or as otherwise required by chapter 617, Florida Statutes, as amended from time to time. No amendment to the Articles of Incorporation shall change any condominium parcel or the share of common elements, common expenses or common surplus attributable to a parcel nor the voting rights appurtenant to a parcel unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendment.

VIII.

BY-LAWS

The operation of the condominium property shall be governed by the By-Laws of the Association which are annexed to this Declaration as Exhibit "D" and made a part hereof. Said By-Laws may be amended in the manner therein provided.

IX.

MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION AND VOTING RIGHTS OF UNIT OWNERS

Every owner of a condominium unit whether he has acquired title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Association described in Section VII hereinabove, and does hereby agree to be bound by this Declaration, the Articles of Incorporation and the By-Laws of the Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act. Membership is automatic upon acquisition of ownership of a condominium unit and may not be hypothecated or transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

Subject to the provisions and restrictions set forth in the By-Laws of the Association, each condominium unit owner is entitled to one vote in the Association for each condominium unit owned by him. Voting rights and qualifications of voters and membership in the Association are more fully stated, qualified and determined by the provisions of the Charter of the Association and by its By-Laws. Whenever a particular numerical or percentage

vote is called for as provided for in this Declaration or in the By-Laws (such as "2/3 of the unit owners" or "a majority of the members"), unless the particular provision describing the vote required shall be the percentage or fraction of the total number of votes of the condominium unit, it shall refer to the owners present and voting. Unless a particular provision shall require otherwise, a majority vote of the number of votes of unit owners present and voting on any matter shall be controlling, providing a quorum is present.

X.

AMENDMENT TO DECLARATION

A. Except as elsewhere provided in this declaration, this declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners of the Condominium, called after proper notice, in accordance with the By-Laws, at which a quorum is present, such adoption to be by the affirmative vote of 2/3 of all unit owners entitled to vote whether present or not. Such amendment shall be duly recorded in compliance with requirements of the Condominium Act. No amendment shall change any condominium parcel nor the share of the common elements, common expenses or common surplus attributable to any parcel, nor the voting rights appurtenant to any parcel, unless the record owners of all mortgages or liens upon such parcel or parcels shall join in the execution of such amendment.

B. The provisions of Paragraph A above notwithstanding, no provisions of this Declaration or of the By-Laws of the Association which require, to be effective, operational or enacted, a vote of the unit owners greater than required in Paragraph A above, shall be amended or changed by any amendment to this Declaration or to the By-Laws of the Association insofar as they appertain to said provision or provisions, unless in addition to all other requirements of Paragraph A above being met, said amendment or change shall be approved by a vote of the membership not less than that required by this Declaration or the By-Laws, whichever shall be applicable, to effect such provision or provisions. Furthermore, no amendment or change to this Declaration or to the By-Laws shall be effective to affect or impair the validity or priority of any mortgage encumbering a condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering the said parcel or parcels, which consent shall be executed with the formalities required for deeds and recorded with the aforesaid amendment.

C. Notice of any meeting of the unit owners at which an amendment to this declaration is to be voted upon shall contain a copy of the proposed amendment, state that the amendment requires an affirmative vote of 2/3 of all unit owners, whether present or absent, or any other applicable approval requirements, and state whether the amendment requires approval of any particular unit owner or mortgagee.

D. Notwithstanding all other provisions of this Declaration, the Articles of Incorporation attached hereto, or the By-Laws attached hereto, any unit owner may, even though he is not present at the meeting considering an amendment to this Declaration, vote by proxy in accordance with the requirements of the by-Laws or vote for or against the proposed amendment by delivering a written statement, signed by the unit owner and stating that he is either for or against the amendment, to the Secretary of the Association prior to or at the meeting.

E. No amendment to this Declaration which affects rights reserved or granted to Developer or any other person or entity, which rights are different from the rights of a single unit

owner, shall be made without the written consent of the affected Developer, person or entity.

XI.

PURPOSE AND USE RESTRICTIONS

In order to provide for a congenial occupation of the Condominium, and to provide for the protection of the value of the individual units, the use of the Condominium Property shall be restricted in accordance with the following provisions:

A. Each condominium unit shall be used and occupied by the respective owner, his tenants, family or special guests as a private single-family residence or vacation home, and for no other purpose, except where specific exceptions are made in this Declaration.

B. The common elements and any property in which the Association owns an interest, shall be used for the furnishing of services and facilities for which they are reasonably intended, for the use and enjoyment of the unit owners, their tenants and guests, subject to such regulations as the Association may lawfully adopt in the Association by-Laws or Rules and Regulations.

C. Except as hereinbefore reserved to Developer, no unit may be divided or subdivided into a smaller unit, nor may any portion thereof be sold or otherwise transferred, without first amending this Declaration as hereinabove provided to show the changes to be made in the units.

D. Nothing contained in this Section XI shall preclude ownership of a unit by a corporation, partnership or association, so long as occupation by these entities is residential in nature and not for the purpose of operating a business.

E. Until the Developer has completed all of the contemplated improvements on all proposed phases of the Condominium, and closed the sales of all units of the Condominium, neither the unit owners, contract purchasers nor the Association, nor their use of the Condominium Property, shall interfere with the completion of the contemplated improvements or the sale of the units. Developer may make such use of any unsold units and all common areas as may facilitate such completion and sale, including but not limited to, maintenance of a sales office, advertising, showing of the property, display of signs, and storage of materials.

F. Except as hereinabove reserved to Developer, no nuisance shall be allowed upon the Condominium Property, nor shall any practice be allowed which is a source of annoyance to residents or which will interfere with the peaceful possession and proper use of the Condominium Property by residents.

G. No unit owner shall permit nor suffer anything to be done or kept in his apartment which will increase the rate of insurance on the Condominium Property or on the common elements.

H. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor of any condominium unit or any part thereof.

I. No "For Sale" or "For Rent" signs or other signs shall be displayed or in any manner be visible from the exterior of a unit by any individual unit owner on his condominium parcel or any part of the Condominium Property except for Mortgagees of record who are not bound by this provision.

J. Reasonable regulations concerning use of the Condominium Property and especially the common elements and limited common elements may be promulgated by the Association, in accordance with the procedure set forth in the Association By-Laws.

K. Exterminator service shall be provided through the Association in order to assure uniform procedures and the use of appropriate chemicals. No owner may contract for individual exterminator service without the approval of the Association. Any services desired, over and above the normal exterminator service being furnished through the Association, shall be requested by the owner, through the Association, and provided by the Association at the expense of the owner.

L. No owner may obligate the Association for repairs without prior written approval of the Association.

M. Units may be leased by a unit owner, but to no more than one family, at a time, and leases shall be for a term of at least six (6) months. A unit owner shall be strictly responsible for the actions of his tenants. Any special services provided by the Association for unit owners or tenants, such as opening units for an owner or tenant shall be at the expense of the person requesting the service. All leases shall be submitted to the Association at least ten (10) days prior to the effective date of the lease and shall be subject to Association approval, which shall not be unreasonably withheld.

N. The use of charcoal grills by other than the owner of the the unit is strictly prohibited. All rental agreements and leases from owners to tenants shall specifically exclude the use of charcoal grills.

O. Balconies and patios shall not be closed in, nor shall any change whatsoever be made in the exterior of the units without the written approval of the Association.

P. In order to protect the integrity of the Condominium, designated agents of the Association shall have the right to enter any unit at any reasonable time for a valid purpose. Each unit owner shall have on file with the Association, a key, providing access to the unit, and no unit owner may install any lock or locking system which would impair access by the Association. No unit owner will have any lock changed on his unit without specific Association approval, and all such changes shall be at the owner's total expense. The Developer or the Association may provide for a grand master key and may change same, from time to time, for good and sufficient reasons.

Q. PET RESTRICTIONS

No pets of any nature may be permitted on the premises which constitute an annoyance or disturbance to the other owners or occupants. In any event, no pets shall ever be permitted other than cats and dogs weighing less than ten (10) pounds each, and small birds. No more than two (2) pets may ever be permitted in a unit. In no event shall any pet of any kind be permitted in any common or recreational area unless on a leash or carried. The Association may, by rule duly adopted after proper notice as required by the Declaration, the Articles of Incorporation and the By-Laws, prohibit the replacement of or acquisition of any pets after the effective date of the rule. All pet owners shall clean up after their pets and shall not allow any pets in any area where they are prohibited by Association rule.

XII.

INTER VIVOS TRANSFERS

This Declaration of Condominium does not preclude or impair the inter vivos transfer of a unit.

XIII.

RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

These units may be freely devised or inherited just as other interests in real property and this Declaration of Condominium imposes no limitation thereon.

XIV.

ASSESSMENTS

A. The Association, through its Board of Directors, shall have the right and duty to make and collect assessments, special assessments and such other assessments as are provided for the condominium Act, this Declaration or the By-Laws.

B. Common expenses shall include, but not be limited to, costs and expenses of operation, maintenance and management, garbage collection, extermination, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole), property taxes and assessments on Association property, insurance premiums, legal and accounting fees, management fees, garbage and trash container expense and collection fees, operating expenses of the Condominium Property and the Association, property repairs and replacements (but only as to the common elements and limited common elements, and Association Property, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual condominium unit concerned), charges for utility and water used in common for the benefit of the Condominium, cleaning and janitorial services for the common elements and limited common elements, expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve requirements for the protection of the members and the Condominium Property (i.e., reserve for replacements, maintenance, repair and operating reserve to cover deficiencies in collections), and all other sums due from the Association under any lease, mortgage, purchase contract, contract or for any undertaking for recreational facilities permitted by this Declaration.

C. The Association shall estimate from time to time the amount of common expenses it expects to incur and the period of time involved therein and may assess sufficient monies from unit owners to meet this estimate in accordance with this Declaration, the attached Articles of Incorporation and By-Laws, and the provisions of the Condominium Act. Assessments for common expenses shall be borne by unit owners in the proportions or shares set forth in Section VI hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of directors. The Association shall have the authority to collect assessments in such manner as it deems appropriate, including requiring that they be paid annually, quarterly, or monthly, in advance.

D. Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the common expenses or, in the event of emergency, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association, in a manner provided in the By-Laws of the Association.

E. All notices of any assessments from the Association to the unit owners shall be due and payable ten (10) days from the delivery of the notice of such assessment. Assessments and installments thereof not paid within ten (10) days from

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the date due shall bear interest from due date at eighteen percent (18%) per annum. A late charge of Ten Dollars (\$10.00) shall be made on all assessments not paid within ten (10) days from the date such assessment is due. All payments on account shall be applied first to late charges, then to interest, and then to the assessment payment first due. No usurious interest may be charged or collected.

F. When any mortgagee of record or other purchaser obtains title to a unit as a result of foreclosure of any mortgage on that unit, or as a result of a deed given in lieu of foreclosure, such acquirer of title shall not be liable for any share of condominium expenses or assessments of any kind made by the Association on that unit or unit owner prior to the acquisition of title, unless that unit's share of assessments and expenses is secured by a claim of lien which was recorded prior to the recording of the aforesaid mortgage. Such unpaid share of assessments and common expenses are common expenses which are collectible from all unit owners including such acquirer.

XV.

LIEN OF THE ASSOCIATION

A. The Association shall have a lien on each condominium unit for any unpaid assessment and interest thereon and against the unit owner of each condominium as provided in the Condominium Act. In the event such lien is asserted or claimed, the delinquent unit owner agrees to pay reasonable attorneys' fees sustained by the Association incident to the collection of such unpaid assessment or the enforcement of such lien and the said lien shall also secure the payment of such attorneys' fees. Said lien shall be effective from and after its recording in accordance with the provisions of the Condominium Act, and shall otherwise be enforceable as provided in the Condominium Act.

B. In the event any legal proceedings are instituted to foreclose a lien for assessments, the Association, upon bringing such proceedings, shall be entitled as a matter of right to the appointment of a receiver, who shall be entitled immediately to take possession of said unit under the supervision of the court conducting the foreclosure proceedings, and in the event the receiver allows the owner of the unit to remain on the subject property, the owner shall pay a reasonable rental for the unit to the receiver for the benefit of the Association and the owner, said rental to be applied first to the payment of delinquent assessments, court costs, receiver's and attorneys' fees and any other valid fees, and then to the mortgagee to the extent of any delinquency, and then to the owner.

XVI.

MAINTENANCE AND REPAIRS

A. The owner of each condominium unit, at his own expense, shall see to and be responsible for the maintenance of his unit and all equipment and fixtures therein, including but not limited to all air-conditioning equipment (including compressors and other equipment for his unit located within a unit or on the common elements), and must promptly correct any conditions which would, if left uncorrected, cause any damage to another unit. The owner of each unit shall be responsible for any damages caused by his actions or by his willful, careless or negligent failure to act, or by the willful action or negligence of his family, or his or their guests, lessees, employees or agents, to the extent that such expense is not defrayed by the proceeds of insurance carried by the Association. Furthermore, the owner of each unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to, painting, replastering, sealing and polishing, of the interior finished

surface of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit, exterior doors including glass doors, and all screens, all window and plate glass in windows, and plate glass or screens in the perimeter walls of the unit. The Association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various apartment unit owners with respect to their exterior doors and windows, and may reasonably regulate control and make rules relating to the appearance, painting and decorating and utilization of the exterior doors and windows. The Association may likewise undertake the painting, maintenance and/or repair of all exterior walls and doors of the Condominium, or railing, as part of any overall program of maintenance. Maintenance of the electrical system and electrical distribution systems, including burglar alarms, within their own units from and including the fuse box applicable and servicing the unit inward; that is to say, in respect of all distribution lines servicing only the apartment and outlets within the apartment, shall be the undivided unit owner's responsibility. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual unit fuse boxes.

B. Except as provided in Paragraph A above and elsewhere in this Declaration, the Association shall be responsible for and see to the maintenance, repair and operation of the common elements and limited common elements of the condominium. The Association shall have all the power necessary to discharge this responsibility and may exercise these powers exclusively if it so desires, or may delegate them to the individual unit owners as elsewhere provided for in this Declaration or in the By-Laws of the Association. Each unit owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

C. To facilitate and carry out the obligations of the Association for maintenance, repair and replacement as set forth in this Section XVI, there is reserved unto the Association the right to enter in and upon any unit at any reasonable time and to have a key to all units.

D. Notwithstanding the duties of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by other unit owners or persons.

XVII.

ALTERATION OF UNITS

A. No owner of a condominium unit shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air-conditioning equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. No unit owner shall cause any improvement or changes to be made to the exterior of the building, including but not limited to, painting, installation of electric wires, TV antennae or air-conditioning which may protrude through the walls or roof of the building, or in any other manner change the appearance of the exterior of the building or any portion of the building not totally within the unit, without consent of the Association. No unit owner nor any other persons shall install upon the roof

or exterior of the Apartment Building upon the Condominium Property, or upon the common elements or limited common elements of the Condominium, any TV antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing without the consent of the Association.

B. Provisions of Paragraph A to the contrary notwithstanding, with the permission of the Association or of the Developer, abutting condominium apartment units may be physically combined into a single dwelling, but they shall, nevertheless, for all other pertinent purposes including but not limited to, assessments, attribution of common elements and voting, be deemed separate units. Units which have been or are combined to form one dwelling may be severed into their component units (separate units) at any time the owner of the combined units so desires. Any construction or modification of the interior of such units as may be required to effectuate the severance of the combined units into separate units shall be subject to the approval of the Board of Directors of the Association or Developer, which approval shall not be unreasonably withheld. Such modification for the combining or severing of combined units shall in all events be accomplished at the sole expense of the unit owner or owners of the combined units and not at the expense of the Association. Nothing herein shall be deemed to require the Association or the Developer to approve any structural modification which involves the weakening, movement or significant modification of any load-bearing element. Furthermore, nothing herein shall be deemed to require the Association or the Developer to approve any modification which will alter the exterior appearance of the Condominium Apartment Building in which the combined units being severed into their component units are located or in which the separate units being combined are located.

C. Any alteration in units owned by the Developer or a successor Developer, as hereinafter defined, shall not require the approval of the Association, but such approval may be given solely by the Developer herein named or by his designee or nominee specifically granted such authority. Provisions of this Paragraph C may not be amended without the approval in writing of the Developer.

XVIII.

ALTERATIONS, ADDITIONS AND IMPROVEMENTS TO COMMON ELEMENTS

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

A. A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than fourteen (14) days nor more than sixty (60) days' notice.

B. A vote of two-thirds (2/3) of the total number of votes of all members in the Association, in person or by proxy, shall be required to approve and adopt the provisions allowing such alterations, improvements or additions.

C. The cost of such alteration, improvement or addition shall be assessed and collected as a common expense and each unit owner shall bear the same portion or share of such cost as is the share of the common elements appurtenant to his unit.

D. No such alteration or improvement shall interfere with the rights of any unit owner without his consent and consent of the mortgagees of record.

E. No assessment for the cost of any such work shall be levied against Developer or against any institutional investor which acquires title as a result of owning a mortgage upon a condominium parcel, regardless of whether title is acquired by deed from the mortgagor or through foreclosure proceedings, unless such owner shall approve the alteration or improvement in writing. The portion of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to the total common elements less the part owned by the institutional investor or investors. There shall be no change in the share or rights of a unit owner in the common elements so altered or improved, whether or not the unit owner contributes to the cost of such alteration or improvements.

XIX.

PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION, INSURANCE TRUSTEE

A. PURCHASE OF INSURANCE. The Board of Directors of the Association shall keep the Condominium Property insured. The Condominium Property shall include all the buildings erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the common elements or limited common elements and all units contained therein. The insurance shall insure the interest of the Association and all unit owners and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by a standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the condominium Property, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every two (2) years by the insurance carrier if such insurance is reasonably available. The Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available. Any casualty insurance policy purchased shall show the amount of insurance for each separate building, and for each portion of the common elements not contained in a building.

B. ASSURED AND LOSS PAYABLE. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any sum in excess of \$10,000.00 shall be paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee authorized to and doing business in Escambia County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the Condominium (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half (1/2) the unpaid principal balance of all first mortgages on said units). Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance trustee

shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth. If no agreement can be reached on an Insurance Trustee, The The First American Bank of Pensacola shall be presumed to be an acceptable trustee.

C. PAYMENT OF PREMIUMS, TRUSTEE'S EXPENSES AND COLLECTION.

The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. MANDATORY REPAIR. Unless there occurs substantial damage or destruction to all or a substantial part of the Condominium Property as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss, which shall be borne by the unit owners in proportion to their shares of the common elements as set forth in this Declaration.

E. DETERMINATION OF DAMAGE AND USE OF PROCEEDS. Immediately after a casualty damage to any part of the Condominium Property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss, provided that if a casualty causing damage is limited to a single unit, then it shall be the responsibility of that unit owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all unit owners for that portion of the deficiency related to common elements and limited common elements in accordance with each unit's share of the common elements as set forth in this Declaration and against the individual unit owners of the damaged unit or units for that portion of the deficiency related to individual damaged units; provided, however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to each unit's share of the common expense as set forth in this Declaration, except as provided in Paragraph I. below.

Unless there occurs substantial damages to, or destruction of, all or a substantial portion of the condominium property and the unit owners fail to elect to rebuild and repair as provided in Paragraph F below, the Insurance Trustee (or the Association, if applicable) shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners and mortgagees as their interest may appear. The proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided, shall be held by the Insurance trustee in trust, for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. TOTAL DESTRUCTION. As used in this declaration, and in any other connection or context dealing with this Condominium, "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean:

1. With respect to the entire Condominium, that two-thirds (2/3) or more of all apartment units have been rendered untenable by casualty loss or damage; and/or,

2. If two-thirds (2/3) or more of all the apartment units have not been rendered untenable by casualty loss or damage, the with respect to at least one separate Apartment Building within the Condominium, that three-fourths (3/4) or more of the apartment units in such separate Apartment Building have been rendered untenable by such casualty loss or damage.

Should there occur such substantial damage to or destruction of all or a substantial part of the Condominium Property with respect to the entire Condominium, the Condominium Property shall not be reconstructed unless two-thirds (2/3) of all the unit owners shall agree to reconstruct, in writing, within ninety (90) days after the casualty loss or damage occurs. Notwithstanding the preceding sentence, should such damage or casualty loss be to less than that degree described in Subparagraph 1 above, but with respect to each of such buildings described in Subparagraph 2 above, then each Apartment Building experiencing such degree of damage or casualty loss shall nevertheless be reconstructed if three-fourths (3/4) of the unit owners owning units in such Apartment Building so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. In any of such events, should reconstruction not be approved as aforesaid, the insurance proceeds shall be used first to satisfy the liens of existing mortgages and second, to level and clean the property and to haul away any remaining debris. This provision is a covenant for the benefit of and may be enforced by the unit mortgagees. Any remaining insurance proceeds shall be paid to the appropriate unit owners pursuant to Paragraph I. below, and the Condominium Property shall, to the extent provided for in Paragraph I. below, be removed from the provisions of the Condominium Act. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the said ninety (90) day period has elapsed and that the Association has not received the necessary writings from two-thirds (2/3) of the unit owners or, in the appropriate cases, stating that the said ninety (90) day period has elapsed and that the Association has not received the necessary writings from three-fourths (3/4) of the unit owners residing in each of the separate Apartment Buildings which have experienced the degree of damage mentioned in Subparagraph 2 above.

G. RIGHTS OF MORTGAGEES. If any first mortgagee of any condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium Property. A majority of such mortgagees (as hereinabove defined in Paragraph B) may designate the bank, savings and loan association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month-to-month an amount greater than one-twelfth (1/12) of the reasonably estimated casualty insurance premium next due. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owner as their interest

may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements and same shall not be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

H. ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases thereof.

I. REPAIR AND RECONSTRUCTION. The provisions of Paragraphs D, E and F to the contrary notwithstanding, each separate and distinct Apartment Building shall for the purposes of reconstruction and repair in the event of casualty loss be treated as if the same were the only Apartment Building in the Condominium, to the effect that:

1. All insurance proceeds reasonably attributable under the insurance policy to the damage or destruction to one such Apartment Building shall be first used for the reconstruction and repair of that building, to the extent that proceeds are sufficient; and, in the event that such proceeds are not sufficient, the condominium unit owners in that building alone shall be assessed in proportion to their relative shares of the common elements for any deficiency or insufficiency in the funds necessary to such reconstruction or repair as contemplated by Paragraph D above.

2. If under the provisions of Paragraph E above, the Board of Directors shall be required to levy a special assessment for a portion of the deficiency in funds available for reconstruction and repair of a separate Apartment Building related to the common elements and limited common elements, then the Board of Directors shall determine in its reasonable opinion what portion of any of the deficiency is related to common elements not exclusively within the particular Apartment Building which has suffered casualty loss and damage and that portion of such deficiency shall be distributed among all unit owners as an assessment in proportion to their shares of the common elements, and the balance of the deficiency so attributable to the common elements and limited common elements shall be distributed as an assessment among the unit owners in that Apartment Building suffering such casualty loss or damage in proportion to the relative common elements per building attributable to each of said units and as computed in accordance with the provisions of Paragraph I(1) above.

3. In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate Apartment Building, the the Board of Directors shall reasonably ascertain what portion, if any, of that excess is fairly attributable to the entire Condominium and that portion shall be distributed or applied to the unit owners and their mortgagees as their interests may appear in proportion to the share of common elements attributable to each of said units, and the balance of any such excess of insurance proceeds shall be distributed and paid over to the unit owners and their mortgagees as their interests may appear in the separate Apartment Building suffering such loss or damage in proportion to those unit owners' shares of the relative common elements per building, calculated in accordance with the provisions of Subparagraph 1 above.

4. In the event that there shall occur to a separate Apartment Building the degree of damage or destruction described in Paragraph F(2) above, but the Condominium as a whole shall not have experienced the degree of damage, destruction or loss as set forth in Paragraph F(1) above, and the Apartment Building suffering such damage or destruction shall have failed to elect

to be repaired or reconstructed in accordance with the provisions of Paragraph F above, then the Condominium Regime shall be deemed terminated with respect to that Apartment Building only and this Declaration of Condominium shall be deemed amended and the following shall result:

a. The Board of Directors, upon advisement of one or more independent appraisers, shall determine the fair value of all the Condominium Property (including improvements and specifically of each unit in the Apartment Building suffering such damage or destruction) immediately prior to the damage or destruction resulting in the termination of the Condominium Regime. There shall then be computed that portion of said fair value which is attributable to the said damaged and destroyed Apartment Building, as follows:

The total of the relative common elements per building attributable to units in the Apartment Building so destroyed or damaged shall be multiplied by the fair value of all the Condominium Property as established by the Board of Directors and the product thereof shall be that portion of the fair value attributable to said destroyed or damaged Apartment Building. There shall be subtracted from said portion of the fair value the loss or damage experienced by the Condominium attributable to the damage or destruction of the said Apartment Building. That difference, plus the total amount of insurance proceeds attributable to said loss, shall be deemed the total purchase price for the condominium units and their appurtenances in the said destroyed or damaged Apartment Building. The Association shall, within thirty (30) days of the request by any unit owner, whether or not the unit owned is in the destroyed or damaged Apartment Building, or by such unit owner's mortgagee, providing only that the times for the elections set forth in Paragraph F above have fully run, require the condominium to call a general meeting of its members at which time there shall be considered the question as to whether or not the total condominium Regime be terminated in accordance with Section XXIV. If the Condominium shall not elect to terminate in accordance with Section XXIV, then the Association shall purchase the condominium units in the destroyed or damaged Apartment Building from the unit owners thereof for the total purchase price therefor hereinabove mentioned.

Each such unit owner shall receive that portion of the said total purchase price which shall equal the assessed value of his unit divided by the assessed value of all units not to be reconstructed (such assessed values being provided for in Section XIX.I.4(a) herein) and multiplied by the said total purchase price. The purchase price for each such unit shall be paid to each of said unit owners and their mortgagees as their interests may appear as follows:

Immediately upon receipt of the insurance proceeds, that portion thereof, if any, not attributable to the damage, loss or destruction of the Apartment Building so

damaged or destroyed, shall be set aside and the balance paid over to the condominium unit owners and their mortgagees in proportion to their respective shares of the said total purchase price and shall constitute part of the purchase price for that unit. The balance of the purchase price for each unit shall be paid over to said unit owners and their mortgagees at the Association's option in not more than twelve (12) equal monthly installments commencing thirty (30) days after the closing of each transaction of purchase and sale without interest.

b. The Association, upon the acquisition of the title to the units and interests of the unit owners in the damaged or destroyed Apartment Building, shall have the option of either:

i. Terminating the condominium Regime with respect to the destroyed or damaged Apartment Building and making the site thereof a common element of the condominium; or,

ii. Rebuilding and reconstructing the destroyed or damaged building in a manner approved by two-thirds (2/3) of the Condominium unit owners, not including for this purpose the Association with respect to the units owned by it, which interests shall not be voted.

c. In the event that the Association decides to terminate the Regime with respect to the damaged or destroyed Apartment Building, a certificate shall be filed among the Public Records executed by two (2) officers of the Association evidencing the Association's intent to amend the Declaration of condominium under this provision by removing from the Condominium Property the destroyed and/or damaged Apartment Building as an improvement and by redistributing the shares in the common elements previously owned by the unit owners in the destroyed or damaged Apartment Building among the remaining unit owners in the proportions that their shares of the common elements bear to one another; such that upon completion of such redistribution one hundred percent (100%) of the common elements will have been distributed among the remaining condominium unit owners and the condominium units not contained in the damaged or destroyed Apartment Building. Said certificate shall also redistribute the shares of the common expenses and common surplus previously attributable to the units in the damaged or destroyed Apartment Building among the remaining units in the proportions of their shares of the common expenses and common surplus as set forth in this Declaration of Condominium bear to one another, such that upon completion of such redistribution, one hundred percent (100%) of the common expenses and common surplus will have been distributed among the remaining condominium units not contained in the damaged or destroyed Apartment Building.

J. **ELEMENTS.** For the purpose of this Section XIX, the recreational improvements shall in no event be considered an Apartment Building, and in all events, unless the Condominium Regime be otherwise terminated with respect to the entire Condominium, or the public authorities shall prohibit and refuse to allow the reconstruction and rebuilding of said recreational facilities, they shall be repaired and reconstructed.

K. Nothing herein shall prevent any unit owner from obtaining additional casualty insurance on his own unit for his sole benefit.

XX.

OTHER INSURANCE

A. The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements and limited common elements of this condominium. The liability insurance obtained must be at least in the minimum amount as required by the Federal National Mortgage Association conventional home mortgage selling contract supplement. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance from each unit owner as an assessment in accordance with the provisions of this Declaration. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit. In accordance with the provisions of the Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the By-Laws. The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements except to the extent that, and only if, the law mandates such personal liability.

B. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to Condominium Associations, a program of insurance which will not only insure the Association's liability and the liability of unit owners with respect to the common elements and limited common elements, but also the liability of individual unit owners with respect to the interior of their units, then the Association may obtain such liability insurance coverage protecting both the Association and the unit owners against all liabilities for damage to persons and property whether occurring within or without a unit, and the premium therefor shall be a common expense. If it shall appear that condominium unit owners in such a program of insurance are entitled to elect additional coverages or excess coverages above those coverages elected by the Association for all unit owners, then the Association may require the individual unit owners selecting the excess coverage to pay the reasonable premium for such additional or excess coverage.

C. The Board of Directors of the Association shall obtain worker's compensation coverage as may be required by law and such other insurance including, but not limited to, fidelity bonds for officers and directors, as the Board may from time to time deem necessary or advisable. Premiums for such insurance shall be a common expense.

XXI.

MORTGAGES AND MORTGAGEES

An owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a register which shall, among other things, contain the names of all the owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel, he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written permission of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner

of the condominium parcel encumbered by the mortgage owned by that mortgagee.

XXII.

DEVELOPER'S UNITS, RIGHTS AND PRIVILEGES

A. The Developer has and reserves the right to sell, lease or rent condominium units and parcels to any purchaser or lessee approved by it, subject, however, to the use restrictions herein provided. The Developer shall have the right to transact any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, advertise on the premises and use the elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels except as elsewhere herein provided.

B. So long as the Developer holds any units for sale in the ordinary course of business, none of the following actions may be taken by the Association, either through act of its Board of Directors or its membership, without Developer's approval in writing:

1. Assessment of the Developer as a unit owner for capital improvements; and

2. Any action by the Association that would be detrimental to the sale of units by the Developer; however, an increase in assessments for common expense without discrimination against the Developer shall not be deemed to be detrimental to the sales of units for the purpose of this paragraph.

C. The provisions of Section XI of this Declaration to the contrary notwithstanding, the Developer may retain and use as sales offices, promotion and developmental offices and models any units, common elements and limited common elements retained by the Developer or owned by the Developer or the use of which has been reserved to the Developer in this Declaration and other Condominium Documents or by contract or otherwise lawfully enforceable as a contract obligation by the Developer against the Association or any of the unit owners other than the Developer, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions.

D. For the purpose of this Section XXII and the powers, rights and authorities granted to the Developer, the Developer shall be deemed to mean not only Plantation Development Corporation, but also any of its parent or subsidiary organizations designated by it by instrument in writing to be considered the Developer herein for the purposes set forth herein or any of them and/or any corporate agent of said Developer similarly designated by the Developer to be treated as a developer for the purposes herein contained or any of them, which agent is involved in the development, promotion, construction and/or sales of this condominium and its units. The term "Developer" shall also include for all purposes contained in this Declaration and its exhibits, any successor or Alternate Developer appointed by the said Plantation Development Corporation as successor or Alternate Developer by an instrument in writing specifically setting forth that such successor or alternate is to have the rights, duties, obligations and responsibilities, in whole or in part, of the Developer hereunder, together with the said Plantation Development Corporation, providing that such instrument in writing shall be executed by such successor or Alternate Developer indicating its consent to be so treated as the "Developer".

E. This Section shall not be amended without the written consent of the Developer and of any successor or Alternate Developer

designated in accordance with the provisions of Paragraph D above.

F. Provisions of Section X of this Declaration to the contrary notwithstanding, no provision of this Declaration or of the By-Laws of the Association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers, authorities or special dispensations without the written approval of the Developer so long as the Developer or any successor or Alternate Developer shall own any units in this Condominium.

XXIII.

SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or in the By-Laws of the Association or of the Condominium Act shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation and the same shall remain effective.

XXIV.

TERMINATION

A. The provisions for termination contained in Paragraph F of Section XIX of this Declaration are in addition to the provisions for voluntary termination provided for by the Condominium Act as amended. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days of said meeting by three-fourths (3/4) of the total vote of the members of the Association and by all holders of first mortgages encumbering units in the Condominium, and by Developer if the proposed termination occurs while Developer owns more than one unit.

B. Upon removal of the Condominium Property from the provisions of the Condominium Act, or other termination of the condominium form of ownership, no matter how effected, the unit owners shall own the Condominium Property in common in the undivided shares to be ascertained as follows:

1. The Board of Directors, upon advisement by one or more independent appraiser, shall determine the value of each unit and appurtenances thereto prior to termination and of the total Condominium Property prior to termination. The total value of all units and appurtenances thereto shall equal the value of the Condominium Property.

2. The undivided share of each unit owner after termination shall equal the assessed value of his unit and appurtenances thereto divided by the assessed value of the total Condominium Property terminated.

C. The undivided share of each unit owner after termination shall be referred to as a "termination share". After termination, the words "termination share" shall be substituted for the words "share in the common elements" or similar phrases used in this declaration in order to ascertain the rights and duties of the holders of termination shares.

D. No amendment to this Section XXIV may change the termination share attributable to a unit without the written consent of the unit owner of that unit and of all mortgagees holding mortgages encumbering that unit.

XXV.

EASEMENTS

A. **ENCROACHMENTS.** All the Condominium Property and all the condominium units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of a building or other improvements upon the Condominium Property, or caused by minor inaccuracies in construction or reconstruction of a building or such improvements upon the Condominium Property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements for the maintenance of such encroachments so long as such encroachments stand.

B. **GENERAL.** Such easements are reserved throughout the Condominium Property as may be required to use, construct, maintain, repair or expand utility services needed to serve the Condominium or adjacent property adequately; provided, however, such easements through a unit shall be only in accordance with the plans and specifications for the building containing said unit, or as the building is actually constructed, unless approved in writing by the unit owner and mortgagees of record. There is also created a non-exclusive easement for ingress and egress over the streets, walks and other rights-of-way serving the units as part of the common elements necessary to provide reasonable access to the public ways. Developer reserves for itself and its assigns a non-exclusive easement over the 20 feet immediately within and adjacent to all boundaries of the Condominium Property in each phase for expansion, construction, installation, maintenance and/or repair of any and all utilities, including, but not limited to, sewer, water, power and telephone services, whether serving the Condominium or other properties, but no such easement shall encroach upon a unit or a building.

C. Developer and its successors hereby reserve such easements as are required or convenient to enter upon the Condominium Property to complete construction of all improvements on adjoining property, and to repair or maintain all improvements constructed by Developer, whether or not Developer is the owner of a unit. This paragraph shall not create any duty of Developer.

D. **FUTURE EASEMENTS.** The Developer and its successors as Developer retain the right and shall at all times have the right to declare and create, modify and amend, from time to time, without joinder and consent of any unit owner or of the Association, easements upon the condominium Property for public utility purposes and for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public ways, providing, however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modification and amendments shall not be inconsistent with the peaceful and lawful use and enjoyment of the condominium Property by the owners thereof. The Developer may, by an instrument in writing, relinquish the power and authority herein reserved to create, modify and amend easements, by the filing among the Public Records of Escambia County, Florida, a written instrument to that effect, from and after recording of which the Developer and its successors and assigns as Developer shall no longer have the powers and authorities reserved or granted in this paragraph.

XXVI.

SUBJECT TO DECLARATION

Each unit owner and every resident of the condominium and all parties joining in this declaration shall be subject to

and shall comply with the terms and conditions of this declaration and the exhibits thereto and all regulations from time to time adopted pursuant to said documents, and all amendments thereto. Failure of a unit owner or resident of the Condominium to comply with the terms of said documents or regulations shall entitle the Association and/or other unit owners to the following relief in addition to the remedies provided by the condominium Act and By-Laws.

A. Each unit owner shall be liable for the expense of any maintenance, repair or replacement of the Condominium Property or any property in which the Association owns an interest rendered necessary by his willful action or negligence or by the willful action or negligence of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not defrayed by the proceeds of insurance carried by the Association. Each unit owner shall pay to the Association the amount of any increase in its insurance premiums occasioned by the use, misuse, occupancy or abandonment of his unit or its appurtenances, or of the common elements of any property in which the Association owns an interest, by said owner or any resident of the unit.

B. In any proceeding arising out of an alleged failure of a unit owner or resident of the Condominium to comply with the aforementioned documents or regulations, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

C. The failure of the Association, or any unit owner to enforce any covenant, restriction or other provision of the aforementioned documents or regulations shall not constitute a waiver of the right to do so thereafter.

XXVII.

PHASE DEVELOPMENT

Developer reserves the right to expand the condominium by adding Phases II through VII, including the right to add any one or all of said Phases or none of said Phases and to add them in any order elected by Developer in accordance with the following plan:

A. The Developer reserves the right to expand this condominium to include six (6) additional Phases, entitled Phase II, Phase III, Phase IV, Phase V, Phase VI, and Phase VII, which Phases shall consist of additional land and additional buildings containing additional condominium units and common elements, all as more particularly described herein. The Developer may exercise its reserved right to expand the condominium to include additional phases by filing Supplemental Declaration(s) of Condominium in the Public Records of Escambia County, Florida, in the manner set forth herein, on or before the first day of December, 1986. The time period in which each or all of the Phases must be completed is on or before the first day of December, 1986. Within the confines of the limitations set forth herein, the Developer shall have the sole discretion to determine whether or not to expand the condominium to include additional Phase(s) and the nature, characteristics and extent of any such expansion to include additional Phase(s). The additional Phases may be added to this condominium at different times and in any order and in such locations on the parcels as may be determined by Developer. Any improvements which may be erected in additional Phases shall be compatible with the existing improvements in terms of architectural style, quality of construction and principal materials employed in construction.

B. Description of Additional Phases. The additional Phases of the condominium that may be developed and added as a part of the condominium are more particularly described as follows:

(1) Phase II consists of additional land as described in Exhibit "A-2", and a building consisting of twelve (12) units consisting of two (2) two-bedroom and two (2) two-bathroom units, containing approximately 1,000 square feet; two (2) two-bedroom, one-bathroom units containing approximately 900 square feet each; four (4) one-bedroom, two-bathroom units containing approximately 1,200 square feet each; two (2) one-bedroom, one-bathroom units containing approximately 888 square feet each, and two (2) one-bedroom, one-bathroom units containing approximately 838 square feet each. Phase II is additionally shown and described according to Exhibit "B-2" hereof.

(2) Phase III consists of additional land as described in Exhibit "A-3", and a building consisting of twelve (12) units consisting of two (2) two-bedroom and two (2) two-bathroom units, containing approximately 1,000 square feet; two (2) two-bedroom, one-bathroom units containing approximately 900 square feet each; four (4) one-bedroom, two-bathroom units containing approximately 1,200 square feet each; two (2) one-bedroom, one-bathroom units containing approximately 888 square feet each, and two (2) one-bedroom, one-bathroom units containing approximately 838 square feet each. Phase III is additionally shown and described according to Exhibit "B-2" hereof. In addition to the parking, landscaping and accessways, Phase III shall contain as common elements, two (2) handball/racquet ball courts.

(3) Phase IV consists of additional land as described in Exhibit "A-4", and a building consisting of twelve (12) units consisting of two (2) two-bedroom and two (2) two-bathroom units, containing approximately 1,000 square feet; two (2) two-bedroom, one-bathroom units containing approximately 900 square feet each; four (4) one-bedroom, two-bathroom units containing approximately 1,200 square feet each; two (2) one-bedroom, one-bathroom units containing approximately 888 square feet each, and two (2) one-bedroom, one-bathroom units containing approximately 838 square feet each. Phase IV is additionally shown and described according to Exhibit "B-2" hereof.

(4) Phase V consists of additional land as described in Exhibit "A-5", and a building consisting of twelve (12) units consisting of two (2) two-bedroom and two (2) two-bathroom units, containing approximately 1,000 square feet; two (2) two-bedroom, one-bathroom units containing approximately 900 square feet each; four (4) one-bedroom, two-bathroom units containing approximately 1,200 square feet each; two (2) one-bedroom, one-bathroom units containing approximately 888 square feet each, and two (2) one-bedroom, one-bathroom units containing approximately 838 square feet each. Phase V is additionally shown and described according to Exhibit "B-2" hereof.

(5) Phase VI consists of additional land as described in Exhibit "A-6", and a building consisting of twelve (12) units consisting of two (2) two-bedroom and two (2) two-bathroom units, containing approximately 1,000 square feet; two (2) two-bedroom, one-bathroom units containing approximately 900 square feet each; four (4) one-bedroom, two-bathroom units containing approximately 1,200 square feet each; two (2) one-bedroom, one-bathroom

units containing approximately 888 square feet each, and two (2) one-bedroom, one-bathroom units containing approximately 838 square feet each. Phase VI is additionally shown and described according to Exhibit "B-2" hereof.

(6) Phase VII consists of additional land as described in Exhibit "A-7", and a building consisting of twelve (12) units consisting of two (2) two-bedroom and two (2) two-bathroom units, containing approximately 1,000 square feet; two (2) two-bedroom, one-bathroom units containing approximately 900 square feet each; four (4) one-bedroom, two-bathroom units containing approximately 1,200 square feet each; two (2) one-bedroom, one-bathroom units containing approximately 888 square feet each, and two (2) one-bedroom, one-bathroom units containing approximately 838 square feet each. Phase VII is additionally shown and described according to Exhibit "B-2" hereof.

C. Fractional Share in Common Elements and Common Surplus and Liability for Common Expenses. Each unit's fractional share in the common elements and the common surplus of the condominium and each unit's fractional share of the common expenses of the condominium as each Phase is added, pursuant to Developer's reserved right of expansion, is set forth in Exhibit "E" hereof.

D. Commonly Used Recreational Areas and Facilities. The recreation areas and facilities to be owned as common elements by all unit owners consist of a pool constructed in Phase I and two (2) handball/racquet ball courts to be constructed in Phase III. If Phase III is developed and added as part of the condominium, the handball/racquet ball courts will be added as part of the condominium, however, if Phase III is not developed, the handball/racquet ball courts will not be added as part of the condominium.

E. Membership Vote. Each unit in the condominium as expanded from time to time, will be entitled to one vote. The ownership in the Association attributable to each unit and the results if any Phase or Phases are developed and added as part of the condominium is set forth in Exhibit "E".

F. Notice of Additional Phases. The Developer shall notify owners of existing units on the commencement of, or the decision not to add one or more additional Phases. Notice shall be by certified mail, addressed to each owner at the address of his unit, or at his last known address.

G. Supplemental Declaration and Supplemental Plans. The Developer's reserved right to expand the condominium by adding Phases shall be accomplished by the Developer's filing of record in the Public Records of Escambia County, Florida, within the time limitations set forth herein, a supplement to this Declaration containing a legal description of the additional land to be added to the condominium, together with a supplemental survey and a supplemental graphic description of the improvements located on the additional land which shall contain at least the same information with respect to the additional land and the additional improvements as was required on the original survey in graphic description of improvements attached hereto as Exhibit "B". The expansion of the condominium by adding additional Phases may be accomplished in stages by successive supplemental Declarations of Condominium as herein provided, and such supplemental Declarations need be executed and acknowledged only by the Developer and need not be executed or acknowledged by, nor consents or other approvals obtained from the Association, any unit owner, or the lienors or mortgagees of units or of the condominium, whether

or not elsewhere required for an amendment. All improvements on the land or lands to be added shall be substantially completed before such land or lands is added to the existing condominium. Liens arising in connection with the Developer's ownership of and construction of improvements upon the land or lands to be added shall not adversely affect the rights of existing owners or the priority of first mortgages on units on the existing condominium property.

H. Supplemental Declaration Effective to Vest Share of New Common Elements in Owners of Old Units. The recording in the Public Records of Escambia County, Florida of a supplemental Declaration of Condominium shall operate to vest in the owners of condominium units in the condominium to the respective undivided interests in the common elements and common surpluses as set forth in Exhibit "E" hereto. Such recordation shall also vest in any mortgagee of any condominium unit in the condominium, a mortgage or security interest encumbering the undivided interest in the common elements and common surplus (including all added as a result of expansion) as set forth in Exhibit "E" which are appurtenant to the condominium unit encumbered by the mortgage.

I. Supplemental Declaration Effective to Vest Share of Old Common Elements in New Owners. Any land, unit, building or improvement added to the condominium, pursuant to the authorization granted herein shall be subject to all of the terms and conditions of this Declaration and of Supplemental Declarations and the condominium units therein shall be subject to condominium ownership with all of its incidents pertaining thereto as specified herein upon recording of the Supplemental Declaration of Condominium in the Public Records of Escambia County, Florida. The recordation of such Supplemental Declarations shall operate automatically to vest in the owners of the condominium units added by such expansion the respective undivided interest in all of the common elements and common surplus of the condominium as it exists after the expansion, including the common elements and common surplus of a prior Phase of the condominium.

J. The Order of Expansion Shall Be From Phase I Through Phase VII, Consecutively, Provided, However, That One Supplemental Declaration Could Cover More Than One Phase. If one or more Phases are not built, the units which are built are entitled to one hundred percent (100%) ownership of all common elements within the Phases actually developed and added as part of the condominium.

K. Time Limitation on Expansion. The Developer may expand the condominium in the manner provided herein, to include Phases II through VII, or any of said Phases, in any order, at any time, on or before the first day of December, 1986.

XXVIII

MANAGER'S UNIT

There shall be no manager's unit furnished by the Developer, however, the Association shall have the authority to lease or purchase one of the units as a manager's unit upon such terms and conditions as the Association shall consider appropriate or proper and as may be agreed upon by the Developer or the particular owner selling or leasing to the Association.

XXIX.

MISCELLANEOUS PROVISIONS

A. COMMENCEMENT OF DEVELOPER'S OBLIGATIONS. Developer's obligation to pay maintenance for monthly common expenses may be deferred and excused as follows:

1. The Developer, as the owner of any condominium unit, shall not be required to pay any of the common expenses of the condominium or any regular, monthly, or special assessments as would be the obligation of the condominium units owned by the Developer except for this paragraph, which assessments become due and payable in whole or in part at any time prior to the first day of the fourth calendar month next succeeding the recording of this Declaration, provided, however, that the Developer shall be obligated to pay that portion of the common expenses incurred during that period which exceed the funds assessed against other unit owners, but Developer shall not be required to pay any assessments which would result in a payment of sums in excess of the pro rata share of common expenses allocable to Developer's units.

2. The Developer may be excused from the payment of its share of the common expense which would have been assessed against its units during the period of time that it shall have guaranteed by agreement between the Developer and the Association that the assessment for common expenses of the Condominium imposed upon the unit owners will not increase over a stated dollar amount, providing that the Developer shall obligate itself to pay any amount of common expenses incurred during that period (of the guarantee of maintenance) and not produced by the assessments at the guaranteed level received and receivable from other unit owners. The agreement of the Developer may be contained in the Purchase Agreements for condominium units in the Condominium heretofore and hereafter executed with Developer or may be made at a later date.

B. RIGHT OF ENTRY. The Association, its officers, directors, agents and employees, shall at all times have the right to enter the condominium units at reasonable times for the purposes of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the condominium Property, or to abate emergency situations which threaten damage to the condominium Property or any of it.

C. CONTRACTUAL LIENS AUTHORIZED. Each condominium unit owner in this Condominium is authorized to grant liens upon his respective condominium unit to secure the payment of his share (or the share attributable to his condominium unit in the appropriate cases) of any fees, dues, charges or other exactions which the condominium unit owner shall agree or shall have agreed to, or otherwise be obligated to pay in respect of any recreational facilities or recreation use rights or other use rights, at least in part of a recreational nature, in whatever form such rights shall be obtained, to-wit, memberships, liens, contracts or other undertakings obtained by the Association for the use of the condominium unit owners by any means whatsoever. So long as such a lien encumbers a unit, the owner of that unit may not vote for voluntary termination of the condominium form of ownership without the consent of the holder of that lien. In the event of the termination of the condominium form of ownership as provided for by law or by the terms of this declaration, the said lien so created shall attach to the undivided interest in the Condominium Property resulting from termination, held by the condominium unit owner creating such lien or owning a unit encumbered by such lien. This Paragraph C shall be liberally construed to grant condominium unit owners maximum authorities to grant the liens herein mentioned for the purposes herein provided and shall not be construed in any way to restrict the power or authority of the condominium unit owner nor to require any particular form for the creation of such liens, but condominium unit owners shall, in addition to the powers and authorities created herein, have the power and authority to create liens on their units which they would otherwise have had, had this paragraph not been included in the Declaration of Condominium. Any lien created under the authority of this paragraph shall take priority from the recording among the Public Records of

Escambia County, Florida, of the document creating that lien. This paragraph shall not be construed to cause or allow liens created under the authority of this paragraph to become effective earlier than the aforementioned recording of the document creating such lien and neither this paragraph nor this declaration shall be construed to be the document creating such lien.

D. ASSOCIATION MAY WAIVE LEASEHOLD RESTRICTIONS. The provisions of this Declaration respecting the restrictions on leasing and the right of the Association may be waived as a matter of Association policy uniformly applicable to all unit owners, upon recommendation of the Association approved by resolution of the membership (unit owners). By a three-fourths (3/4) vote of the Board of Directors, the Board may impose additional restrictions and rules and regulations upon the leasing of units, but no such rules and regulations shall be deemed applicable to any lease existing at the time of the promulgation of such rules and regulations, to the extent that such rules and regulations are inconsistent with the contractual obligations in the lease.

E. PARAGRAPH HEADINGS. The paragraph headings appearing in this Declaration have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain. The entire Declaration should be examined for complete meaning.

F. NOTICE. Whenever notice is required under the terms of this declaration, such notice shall be given in writing to the Secretary of the Association or to the unit owner, as the case may be, by personal delivery to the Secretary or unit owner or by depositing such notice with postage prepaid in the United States mails, registered or certified with return receipt requested, addressed to the Association or to a unit owner as follows:

ASSOCIATION: Plantation Place Owners
Association, Inc.
604 University Office Boulevard
Pensacola, Florida 32504

UNIT OWNER: As the unit owner's address appears on the books of the Association.

MORTGAGEE: As the address of the mortgagee appears on the books of the Association.

Notice served on the Secretary in the aforesaid manner shall constitute notice to the Association.

G. CONSTRUCTION OF TERMS. All the provisions of this declaration and the exhibits thereto shall be construed as covenants running with the land and with every part thereof and every interest therein, and every unit owner and every claimant of the land or any part thereof or interest therein and their heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said documents.

H. TRANSFER OF ASSOCIATIONAL CONTROL. The provisions of Section 718.301, Florida Statutes, shall apply in their entirety and are set forth as follows:

(1) When unit owners other than the Developer own fifteen percent (15%) or more of the units in a Condominium that will be operated ultimately by an association, the unit owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the board of administration of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of an Association:

a. Three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;

b. Three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;

c. When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one member of the Board of administration of an Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%), in condominiums with fewer than 500 units, and two percent (2%), in condominiums with more than 500 units, of the units in a condominium operated by the Association.

(2) Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Administration of an Association, the Association shall call, and give not less than thirty (30) days' or more than forty (40) days' notice of, a meeting of the unit owners to elect the members of the Board of Administration, the Developer shall forward to the division the name and mailing address of the unit owner board member.

(3) If a 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 by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

(4) Prior to, or not more than sixty (60) days after, the time that unit owners other than the Developer elect a majority of the members of the Board of Administration of an association, the developer shall relinquish control of the Association, and the unit owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the unit owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable, as to each condominium operated by the Association:

a.

1. The original or a photocopy of the recorded Declaration of Condominium and all amendments thereto. If a photocopy is provided, it shall be certified by affidavit of the Developer, or an officer or agent of the Developer, as being a complete copy of the actual recorded Declaration.

2. A certified copy of the Association's Articles of Incorporation, or if the Association was created prior to the effective date of this act and it is not incorporated, then copies of the documents creating the Association.

3. A copy of the By-Laws.

4. The minute books, including all minutes, and other books and records of the Association, if any.

5. Any house rules and regulations which have been promulgated.

b. Resignations of officers and members of the Board of Administration who are required to resign because the Developer is required to relinquish control of the association.

c. The financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of turnover. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be a review in accordance with the generally accepted accounting standards as defined by rule by the Board of accountancy. The accountant performing the review shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes and the billings, cash receipts, and related records to determine that the Developer was charged and paid the proper amounts of assessments.

d. Association funds or control thereof.

e. All tangible personal property that is property of the Association, represented by the Developer to be part of the common elements or ostensibly part of the common elements, and an inventory of that property.

f. A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the condominium and in the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer, his agent, or an architect or engineer authorized to practice in this state that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the condominium property and for the construction and installation of the mechanical components serving the improvements. If the condominium property has been declared a condominium more than three (3) years after the completion of construction or remodeling of the improvements, the requirements of this paragraph shall not apply.

g. Insurance policies.

h. Copies of any certificates of occupancy which may have been issued for the condominium property.

i. Any other permits issued by governmental bodies applicable to the condominium property in force or issued within one year prior to the date the unit owners other than the Developer take control of the Association.

j. All written warranties of the contractor, subcontractors, suppliers, and manufacturers, if any, that are still effective.

k. A roster of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

l. Leases of the common elements and other leases to which the Association is a party.

m. Employment contracts or service contracts in which the Association is one of the contracting parties or service contracts in which the association or the unit owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

n. All other contracts to which the Association is a party.

IN WITNESS WHEREOF, PLANTATION DEVELOPMENT CORPORATION, a Florida corporation, has executed this Declaration of Condominium this 4th day of August, 1983.

Signed, sealed and delivered in the presence of:

PLANTATION DEVELOPMENT CORPORATION, a Florida Corporation

Nancy D. Coker

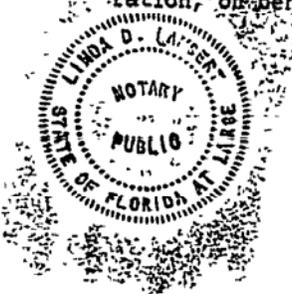
By: William S. Ammons
President WILLIAM S. AMMONS

Linda D. Lambert

By: Linda D. Lambert
Vice President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of August, 1983, by William S. Ammons, President of PLANTATION DEVELOPMENT CORPORATION, a Florida Corporation, on behalf of said corporation.



Linda D. Lambert

Notary Public

My commission expires:

MY COMMISSION EXPIRES APRIL 27, 1987.

JOINDER OF MORTGAGEE

SUN BANK/WEST FLORIDA, NATIONAL ASSOCIATION, the owner and holder of a mortgage from PLANTATION DEVELOPMENT CORPORATION to SUN BANK/WEST FLORIDA, NATIONAL ASSOCIATION, dated the 16th day of February, 1983 and recorded in Official Record Book 1733 at page 729 of the Public Records of Escambia County, Florida encumbering the property submitted to condominium by this Declaration of Condominium, hereby joins in and ratifies this Declaration of Condominium, and agrees that the lien of its mortgage shall be limited to all of the units of PLANTATION PLACE, A CONDOMINIUM, according to the foregoing Declaration of Condominium, together with all of the appurtenances to the said unit, including, but not limited to, the undivided shares of said units and the common elements.

This 19th day of May, 1983.

SUN BANK/WEST FLORIDA,
NATIONAL ASSOCIATION

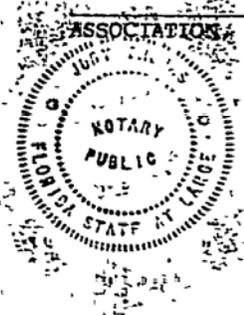
By: Joseph S. Cross
Its: President

ATTEST:

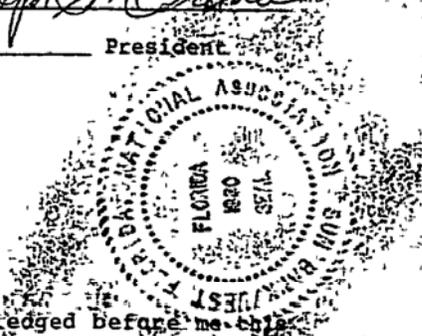
[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22 day of July, 1983, by Joseph S. Cross, President of SUN BANK/WEST FLORIDA, NATIONAL ASSOCIATION, on behalf of said corporation.



[Signature]
Notary Public
My commission expires: MY COMMISSION EXPIRES JUNE 8 1985



JOINDER OF MORTGAGEE
JOINDER OF MORTGAGEE

JOHN T. DUNN, WILLIAM S. AMMONS and JAMES D. TATUM, the owners and holders of a mortgage from PLANTATION DEVELOPMENT CORPORATION to JOHN T. DUNN, WILLIAM S. AMMONS and JAMES D. TATUM, dated the 16th day of February, 1983 and recorded in Official Record Book 1733 at page 736 of the Public Records of Escambia County, Florida encumbering the property submitted to condominium by this Declaration of Condominium, hereby joins in and ratifies this Declaration of Condominium, and agrees that the lien of its mortgage shall be limited to all of the units of PLANTATION PLACE, A CONDOMINIUM, according to the foregoing Declaration of Condominium, together with all of the appurtenances to the said unit, including, but not limited to, the undivided shares of said units and the common elements.

This ____ day of _____, 1983.

John T. Dunn
JOHN T. DUNN

William S. Ammons
WILLIAM S. AMMONS

James D. Tatum
JAMES D. TATUM

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of July, 1983, by JOHN T. DUNN and WILLIAM S. AMMONS.

Betty L. Seuring
Notary Public
My commission expires: _____



STATE OF Alabama
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 28th day of July, 1983, by JAMES D. TATUM.

Carol A. Gull
Notary Public
My commission expires: _____



EXHIBIT "A" TO DECLARATION

LEGAL DESCRIPTIONS CONTAINING PAGES A-1 THROUGH A-7

1796 PAGE 398

August 5, 1983

PLANTATION PLACE - PHASE I

Commence at the Northwesterly corner of Parcel G , Plantation Park, as recorded in Plat Book 10, Page 88, of the public records of Escambia County, Florida, said point lying on the southerly R/W of Plantation Road (60 ft R/W); thence run S 01 deg 18 min 00 sec W for 1219.80 ft; thence run N 88 deg 42 min 00 sec W. for 401.50 ft. to the Point of Beginning:

Thence run southwesterly on a curve concave to the south (R= 4.13 ft) thru a central angle of 16 deg 36 min 19 sec for an arc distance of 1.20 ft; thence run N 15 deg 18 min 19 sec W for 30.00 ft; thence run S 74 deg 41 min 41 sec W for 232.62 ft; thence run S 15 deg 18 min 19 sec E for 17.00 ft; thence run S 34 deg 02 min 48 sec E for 29.57 ft; thence run S 15 deg 18 min 19 sec E for 131.46 ft; thence run N 74 deg 41 min 41 sec E for 20.83 ft; thence run S 15 deg 18 min 19 sec E for 7.00 ft; thence run N 74 deg 41 min 41 sec E for 138.97 ft; thence run northerly on a curve concave to the east (R=144.92 ft); thru a central angle of 17 deg 51 min 27 sec for an arc distance of 45.17 ft; thence run N 01 deg 18 min 00 sec E for 95.88 ft; thence run easterly on a curve concave to the south-east (R=25.00 ft) thru a central angle of 90 degrees for an arc distance of 39.27 ft. to the Point of Beginning; lying in section 30, T-1-S, R-30-W, Escambia County, Florida.

August 5, 1983

D.P.
BOOK 1796 PAGE 399

PLANTATION PLAT, PHASE II:

A parcel of land in Section 30, T-1-S, R-30-W, Escambia County Florida, containing 25,939 square feet more or less and described as follows: Commence at the northwest corner of Parcel G, Plantation Park Unit 1 according to plat recorded in Plat Book 10 at page 88 of the Public Records of said County; thence go S 01°18'00" W along the west line of the said Parcel G and an extension thereof a distance of 1219.80 feet; thence go N 88°42'00" W a distance of 401.50 feet; thence go southwesterly on a non-tangent circular curve concave to the south, having a radius of 4.13 feet, a central angle of 16°36'19", for an arc distance of 1.20 feet; thence go N 15°18'19" W a distance of 30.00 feet; thence go S 74°41'41" W a distance of 232.62 feet to the point of beginning of this description; thence go S 15°18'19" E a distance of 17.00 feet; thence go S 34°02'48" a distance of 29.57 feet; thence go S 15°18'19" E a distance of 131.46 feet; thence go S 74°41'41" W a distance of 148.43 feet to the point of curvature of a circular curve concave to the northeast having a radius of 206.64 feet, a central angle of 02°46'59", a chord bearing N 16°41'49" W, and a chord distance of 10.04 feet; thence go southeasterly along the said curve an arc distance of 10.04 feet; thence go N 15°18'19" W a distance of 166.43 feet; thence go N 74°41'41" E a distance of 139.17 feet to the point of beginning.

August 5, 1983

PLANTATION PLACE, PHASE III:

A parcel of land in Section 30, T-1-S, R-30-W, Escambia County, Florida, described as follows: Commence at the Northwest corner of Parcel G, Plantation Park Unit I according to plat recorded in Plat Book 10 at Page 88 of the Public Records of said county; thence go S 01 deg 18 min 00 sec W along the W line of the said Parcel G and an extension thereof a distance of 1219.80 feet; thence go N 88 deg 42 min 00 sec W a distance of 401.50 feet; thence run Southerly on a curve concave to the SE (R=25.00ft) thru a central angle of 90 deg for an arc distance of 39.27 feet; thence run S 01 deg 18 min 00 sec W for 95.88 ft; thence run Southeasterly on a curve concave to the East (R=144.92 ft.) thru a central angle of 17 deg 51 min 27 sec for an arc distance of 45.17 ft. to the Point of Beginning;

thence continue on same curve thru a central angle of 21 deg 37 min 24 sec for an arc distance of 54.69 feet to a point of Reverse Curvature; thence run Southeasterly on a curve concave to the S.W. (R=308.65 ft.) thru a central angle of 28 deg 08 min 24 sec for an arc distance of 151.59 ft; thence run N 89 degrees 21 min 35 sec W for 305.36 ft; thence run Northwesterly on a curve concave to the NE (R=206.64 ft.) thru a central angle of 10 deg 34 min 59 sec for an arc distance of 38.17 ft; thence run N 74 deg 41 min 41 sec E for 148.63 ft; thence run N 15 deg 18 min 19 sec W for 73.46 ft. thence run N 74 deg 41 min 41 sec E for 138.97 ft to the Point of Beginning

August 5, 1983

03 1796 PAGE 401
550:

PLANTATION PLACE, PHASE IV:

A parcel of land in Section 30, T-1-S, R-30-W, Escambia County Florida, containing 13,039 square feet more or less and described as follows: Commence at the northwest corner of Parcel G, Plantation Park Unit 1 according to plat recorded in Plat Book 10 at page 88 of the Public Records of said County; thence go S 01°18'00" W along the west line of the said Parcel G and an extension thereof a distance of 1219.80 feet; thence go N 88°42'00" W a distance of 401.50 feet; thence go southwesterly on a non-tangent circular curve concave to the south, having a radius of 4.13 feet, a central angle of 16°36'19", for an arc distance of 1.20 feet; thence go N 15°18'19" W a distance of 30.00 feet; thence go S 74°41'41" W a distance of 371.79 feet; thence go N 15°18'19" W a distance of 37.31 feet to the point of curvature of a circular curve concave to the east, having a radius of 355.60 feet and a central angle of 16°29'38"; thence go northerly along the said curve an arc distance of 102.37 feet to the point of tangency; thence go N 01°11' 19" E a distance of 93.83 feet; thence go N 89°37'38" W a distance of 176.87 feet to the east right-of-way line of U.S. Interstate Highway 110 (300' R/W); thence go S 01°11'19" W along the said right-of-way line a distance of 591.50 feet; thence go S 88°48'41" E a distance of 300.90 feet; thence go N 22°02'39" E a distance of 95.00 feet; thence go N 51°51'35" W a distance of 14.36 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 206.64 feet, a central angle of 10°34'59", a chord bearing N 46°34'06" W and a chord distance of 38.11 feet; thence go northwesterly along the said curve an arc distance of 38.17 feet to the point of beginning of this description; thence go N 74°41'41" E a distance of 148.63 feet; thence go N 15°18'19" W a distance of 80.46 feet; thence go S 74°41'41" W a distance of 169.26 feet to a point on a non-tangent circular curve concave to the northeast, having a radius of 206.64 feet, a central angle of 23°11'18", a chord bearing S 29°40'56" E and a chord distance of 83.06 feet; thence go southeasterly along the said curve an arc distance of 83.06 feet to the point of beginning.

August 5, 1983

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PLANTATION PLACE, PHASE V:

A parcel of land in Section 30, T-1-S, R-30-W Escambia County, Florida, containing 33,560 square feet more or less and described as follows: Commence at the northwest corner of Parcel G, Plantation Park, Unit 1 according to plat recorded in Plat Book 10 at page 88 of the Public Records of said County; thence go S 01°18'00" W along the west line of the said Parcel G and an extension thereof a distance of 1219.80 feet; thence go N 88°42'00" W a distance of 401.50 feet; thence go southwesterly on a non-tangent circular curve concave to the south, having a radius of 4.13 feet, a central angle of 16°36'19", for an arc distance of 1.20 feet; thence go N 15°18'19" W a distance of 30.00 feet; thence go S 74°41'41" W a distance of 371.79 feet; thence go N 15°18'19" W a distance of 37.31 feet to the point of curvature of a circular curve concave to the east, having a radius of 355.60 feet and a central angle of 16°29'38"; thence go northerly along the said curve an arc distance of 102.37 feet to the point of tangency; thence go N 01°11'19" E a distance of 93.83 feet; thence go N 89°37'38" W a distance of 60.01 feet to the point of beginning of this description; thence continue N 89°37'38" W a distance of 116.86 feet to the east right-of-way line of U.S. Interstate Highway 110 (300' R/W); thence go S 01°11'19" W along the said right-of-way line a distance of 299.43 feet; thence go N 74°41'41" E a distance of 61.57 feet; thence go N 15°18'19" W a distance of 15.41 feet; thence go N 74°41'41" E a distance of 92.46 feet; thence go N 15°18'19" W a distance of 32.97 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 415.60 feet, a central angle of 16°29'38", a chord bearing N 07°03'30" W and a chord distance of 119.23 feet; thence go northerly along the said curve an arc distance of 119.64 feet to the point of tangency; thence go N 01°11'19" E a distance of 92.98 feet to the point of beginning.

August 5, 1983

PLANTATION PLACE, PHASE VI:

A parcel of land in Section 30, T-1-S, R-30-W, Escambia County, Florida, containing 23,520 square feet more or less and described as follows: Commence at the Northwest Corner of Parcel G, Plantation Park Unit 1 according to plat recorded in Plat Book 10 at page 88 of the Public Records of said County; thence go S 01°18'00" W along the West Line of the said Parcel G and an extension thereof a distance of 1219.80 feet; thence go N 88°42'00" W a distance of 401.50 feet; thence go Southwesterly on a non-tangent circular curve concave to the South, having a radius of 4.13 feet, a central angle of 16°36'19", for an arc distance of 1.20 feet; thence go N 15°18'19" W a distance of 30.00 feet; thence go S 74°41'41" W a distance of 371.79 feet; thence go N 15°18'19" W a distance of 37.31 feet to the point of curvature of a circular curve concave to the East, having a radius of 355.60 feet and a central angle of 16°29'38"; thence go Northerly along the said curve an arc distance of 102.37 feet to the point of tangency; thence go N 01°11'19" E a distance of 93.83 feet; thence go N 89°37'38" W a distance of 176.87 feet to the East right-of-way line of U. S. Interstate Highway 110 (300' R/W); thence go S 01°11'19" W along the said right-of-way line a distance of 299.43 feet to the point of beginning of this description; thence go N 74°41'41" E a distance of 61.57 feet; thence go N 15°18'19" W a distance of 15.41 feet; thence go N 74°41'41" E a distance of 92.46 feet; thence go S 15°18'19" E a distance of 143.17 feet; thence go S 74°41'41" W a distance of 191.86 feet to the East right-of-way line of U. S. Interstate Highway 110 (300' R/W); thence go N 01°11'19" E along the said right of way line a distance of 133.24 feet to the point of beginning.

August 5, 1983

PLANTATION PLACE, PHASE VII:

A parcel of land in Section 30, T-1-S, R-30-V, Escambia County, Florida, containing 46,296 square feet more or less and described as follows: Commence at the Northwest corner of Parcel G, Plantation Park Unit 1 according to plat recorded in Plat Book 10 at page 88 of the Public Records of said county; thence go S 01°18'00" W along the West line of the said Parcel G and an extension thereof a distance of 1219.80 feet; thence go N 88°42'00" W a distance of 401.50 feet; thence go Southwesterly on a non-tangent circular curve concave to the South, having a radius of 4.13 feet, a central angle of 16°36'19", a chord bearing S 82°58'16" W, and a chord distance of 1.20 feet, for an arc distance of 1.20 feet; thence go N 15°18'19" W a distance of 30.00 feet; thence go S 74°41'41" W a distance of 371.79 feet, thence go N 15°18'19" W a distance of 37.31 feet to the point of curvature of a circular curve concave to the East, having a radius of 355.60 feet and a central angle of 16°29'38"; thence go Northerly along the said curve an arc distance of 102.37 feet to the point of tangency; thence go N 01°11'19" E a distance of 93.83 feet; thence go N 89°37'38" W a distance of 176.87 feet to the East right-of-way line of U.S. Interstate Highway 110 (300' R/W); thence go S 01°11'19" W along the said right-of-way line a distance of 432.67 feet to the point of beginning of this description; thence go N 74°41'41" E a distance of 191.86 feet; thence go S 15°18'19" E a distance of 27.60 feet to the point of curvature of a circular curve concave to the Northeast, having a radius of 266.64 feet, a central angle of 36°33'16"; thence go Southeasterly along the said curve an arc distance of 170.12 feet to a point of tangency; thence go S 51°51'35" E a distance of 31.68 feet; thence go S 22°02'39" W a distance of 32.56 feet; thence go N 88°48'41" W a distance of 300.90 feet to the East right-of-way line of U.S. Interstate Highway 110 (300' R/W); thence go N 01°11'19" E along the said right-of-way line a distance of 158.83 feet to the point of beginning.

EXHIBIT "B" TO DECLARATION

SURVEY, PLOT PLAN, FLOOR PLANS AND GRAPHIC DESCRIPTION



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C E R T I F I C A T E

WE, A. D. COURTNEY, JR., a surveyor authorized to practice in the State of Florida, and WARREN LISENBEE, an architect licensed by the State of Florida, hereby certify that the construction of the improvements in Plantation Place, a Condominium, Phase I, is substantially complete so that the material, together with the provisions of the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined by these materials.

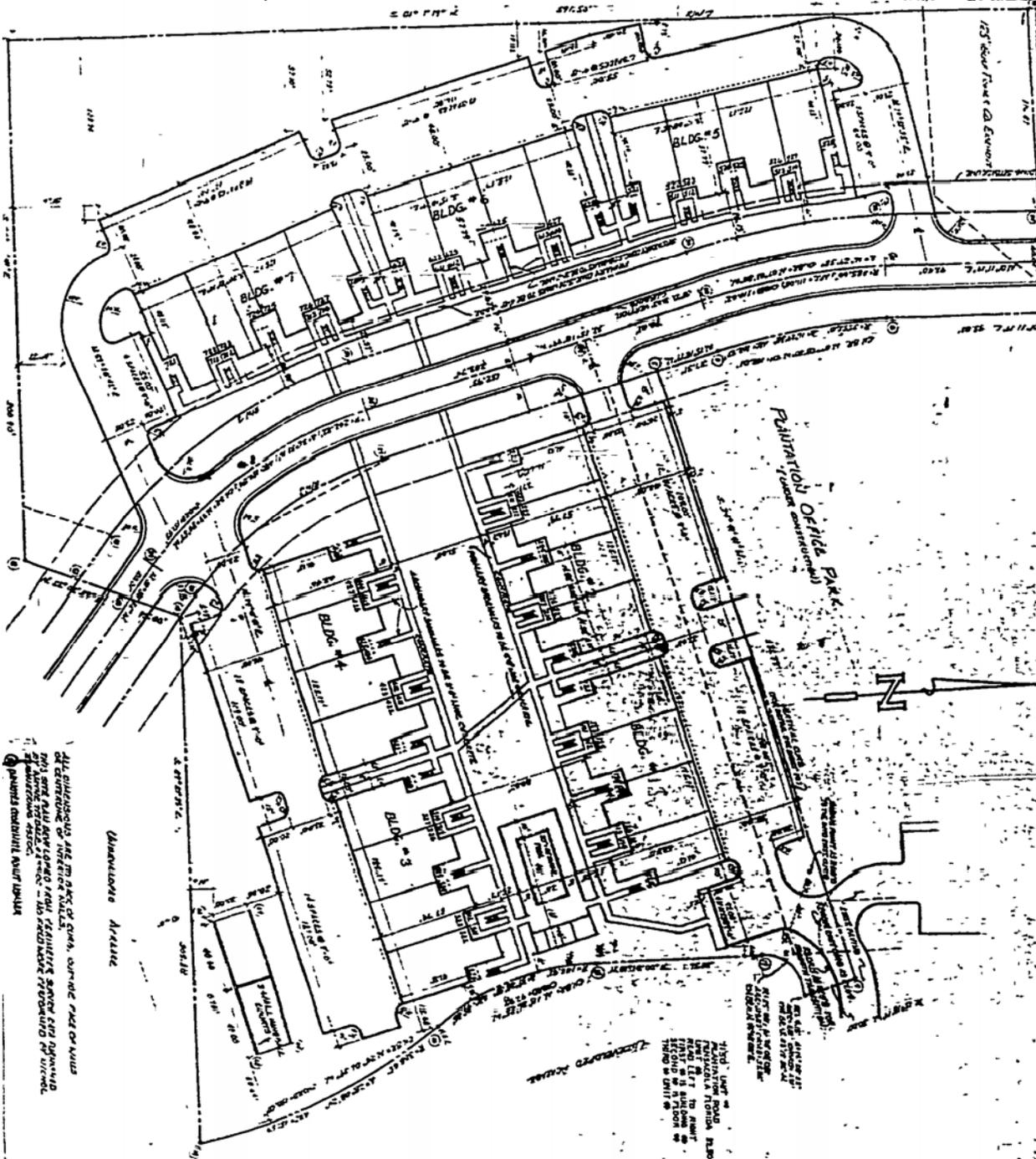
THIS 3rd day of August, 1983.


A. D. Courtney, Jr.
A. D. COURTNEY, JR.
Registered Professional Surveyor
Surveyor No. 6215

Warren L. Lisabee
WARREN L. LISENBEE,
Architect

U.S. 2-110 (ADDN)

SCALE 1" = 20'

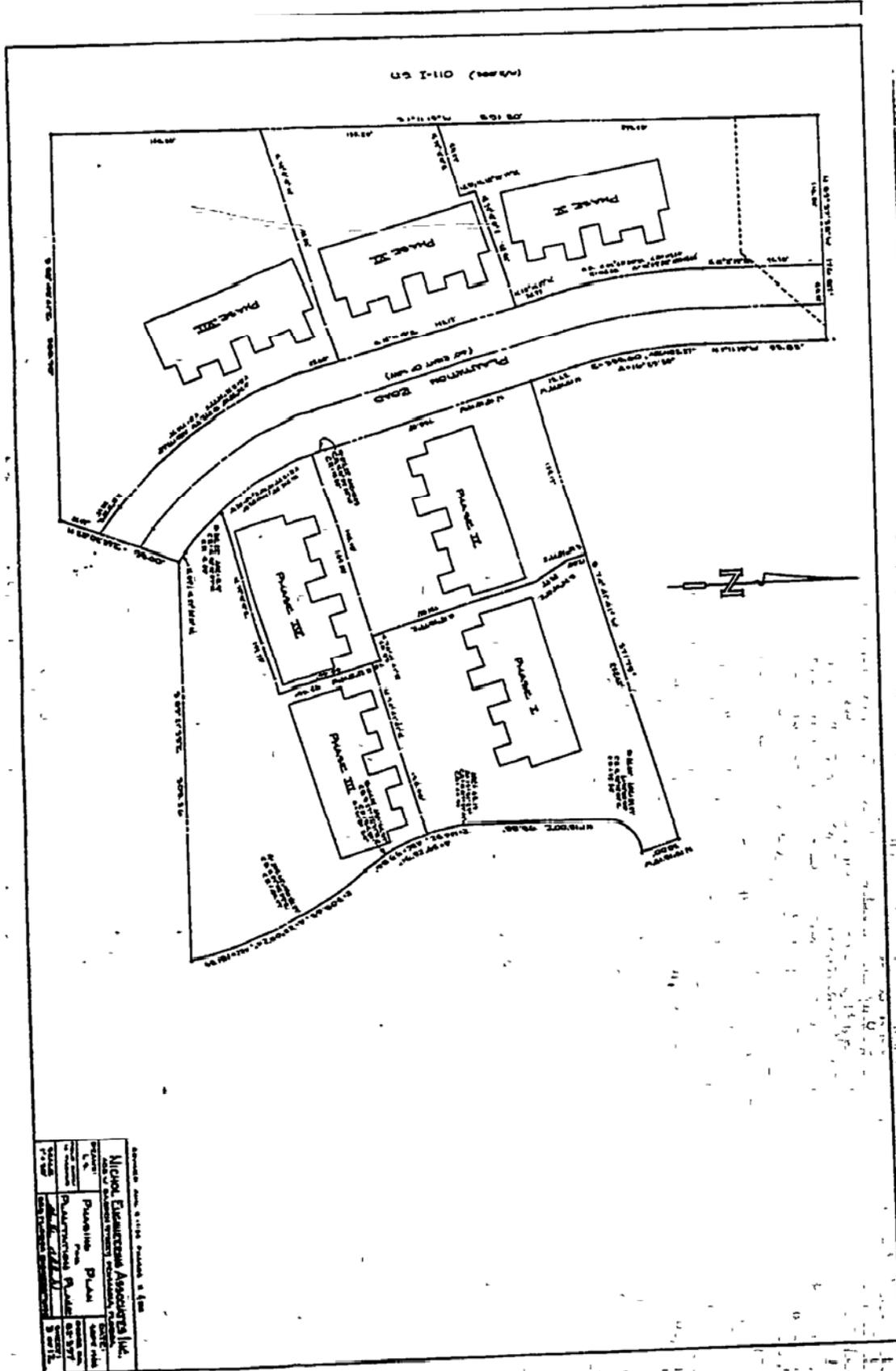


ALL DIMENSIONS ARE TO FACE OF CURB, SURFACE OF CURB OR SURFACE OF INTERIOR WALLS
 THIS SET SHALL SHOW FOUNDATION, STRUCTURE, ROOF, AND INTERIOR FINISHES
 ALL DIMENSIONS SHALL BE TO FACE OF CURB, SURFACE OF CURB OR SURFACE OF INTERIOR WALLS
 DIMENSIONS SHALL BE TO FACE OF CURB, SURFACE OF CURB OR SURFACE OF INTERIOR WALLS

Dimensioned As Shown

CONCRETE DRIVEWAY

THIS SET SHALL SHOW FOUNDATION, STRUCTURE, ROOF, AND INTERIOR FINISHES
 ALL DIMENSIONS SHALL BE TO FACE OF CURB, SURFACE OF CURB OR SURFACE OF INTERIOR WALLS
 DIMENSIONS SHALL BE TO FACE OF CURB, SURFACE OF CURB OR SURFACE OF INTERIOR WALLS



Approved: _____ Date: _____

Project: _____

Site: _____

Phase: _____

Plan: _____

Scale: _____

Sheet: _____

Total: _____

Drawn by: _____

Checked by: _____

Approved by: _____

Professional Seal: _____

Professional Title: _____

Professional No.: _____

Professional Exp. Date: _____

Professional Address: _____

Professional City: _____

Professional State: _____

Professional Zip: _____

Professional License No.: _____

Professional License Exp. Date: _____

Professional License Address: _____

Professional License City: _____

Professional License State: _____

Professional License Zip: _____

Professional License No.: _____

Professional License Exp. Date: _____

Professional License Address: _____

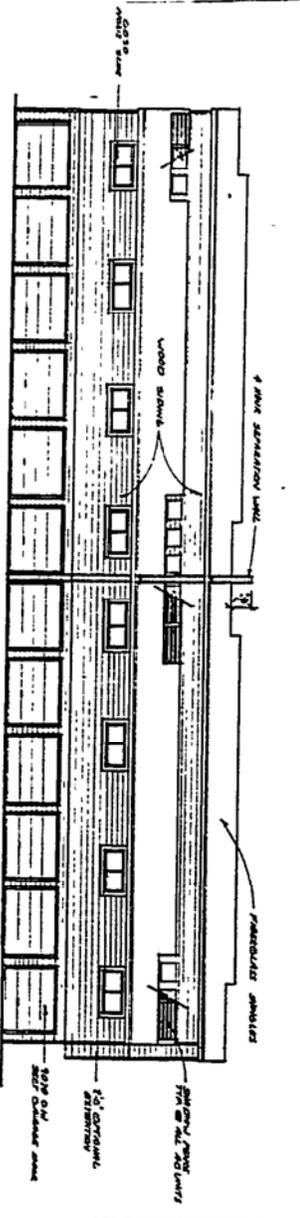
Professional License City: _____

Professional License State: _____

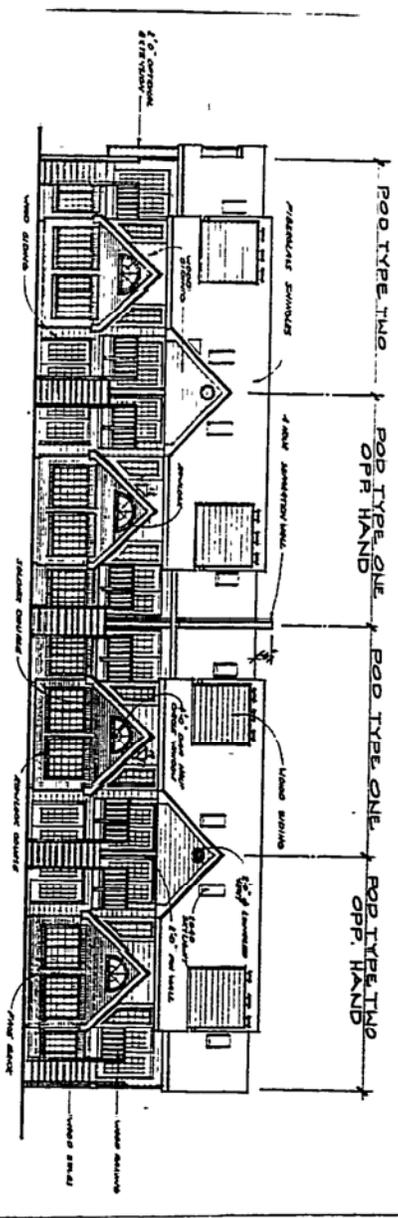
Professional License Zip: _____

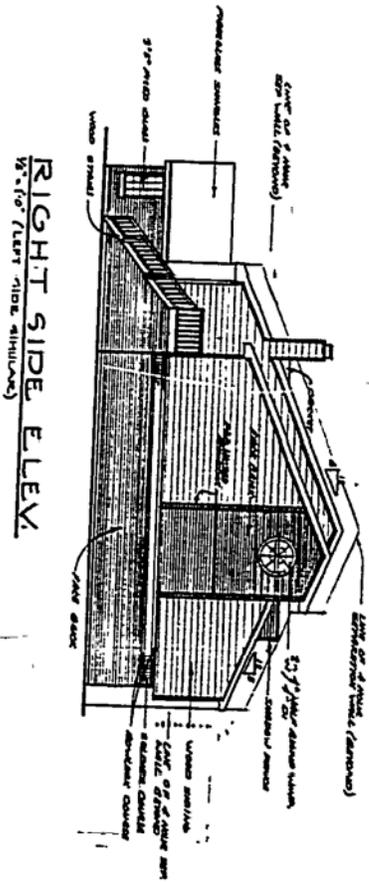
B-2

REAR ELEVATION
1/8" = 1'-0"

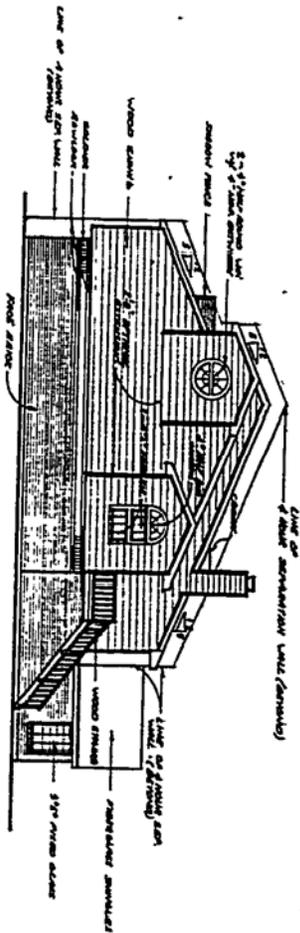


FRONT ELEVATION
1/8" = 1'-0"



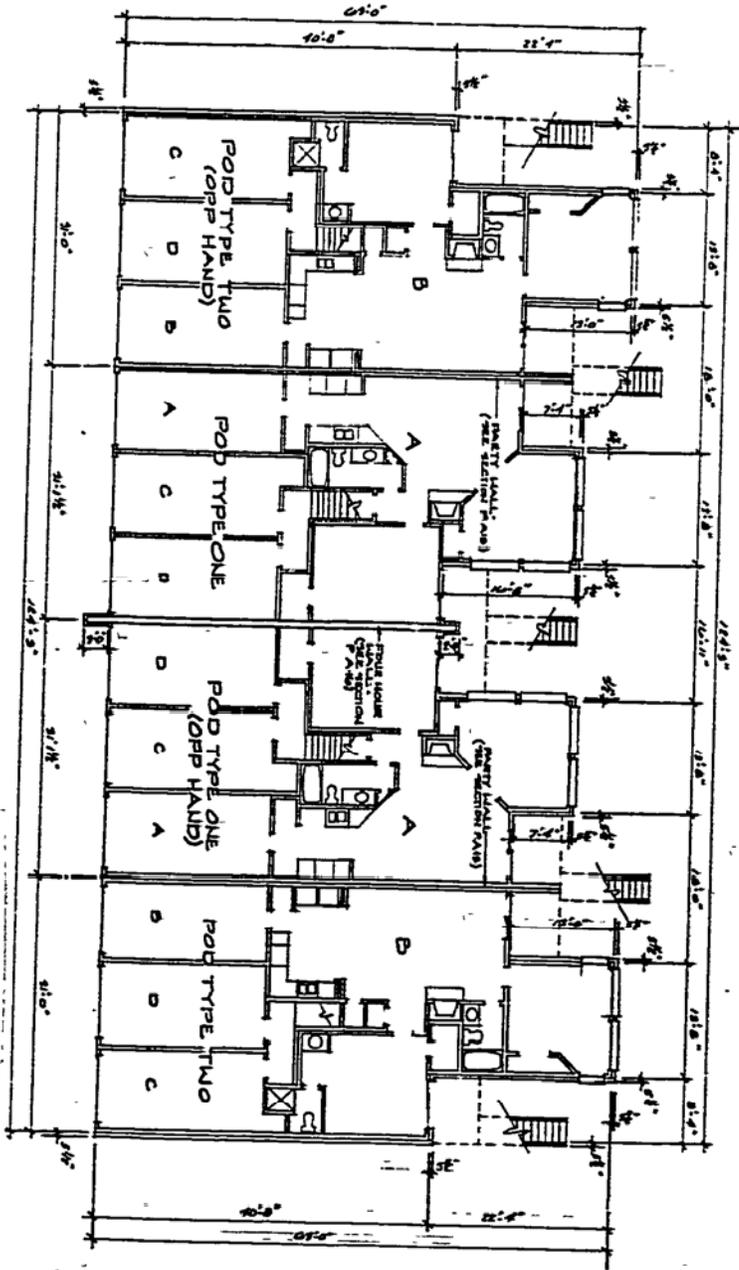


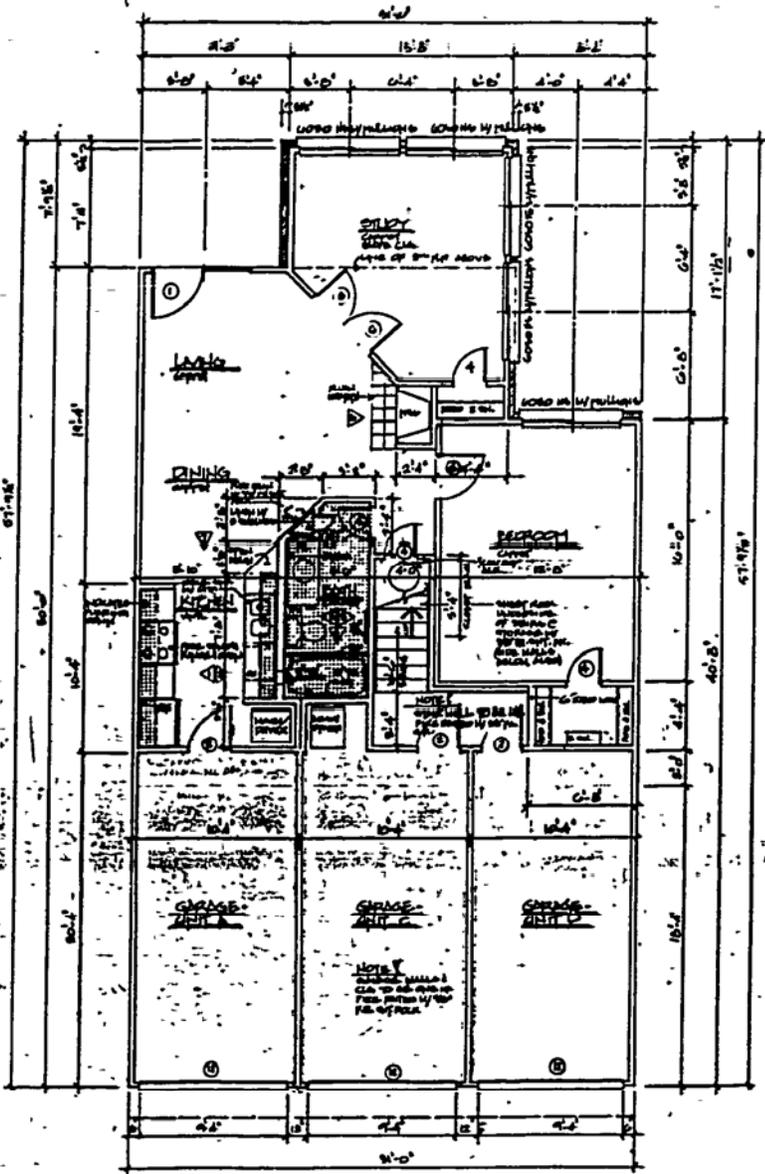
LEFT SIDE ELEV. (OPTIONAL)
1/2" = 1' (RIGHT SIDE SIMILAR)



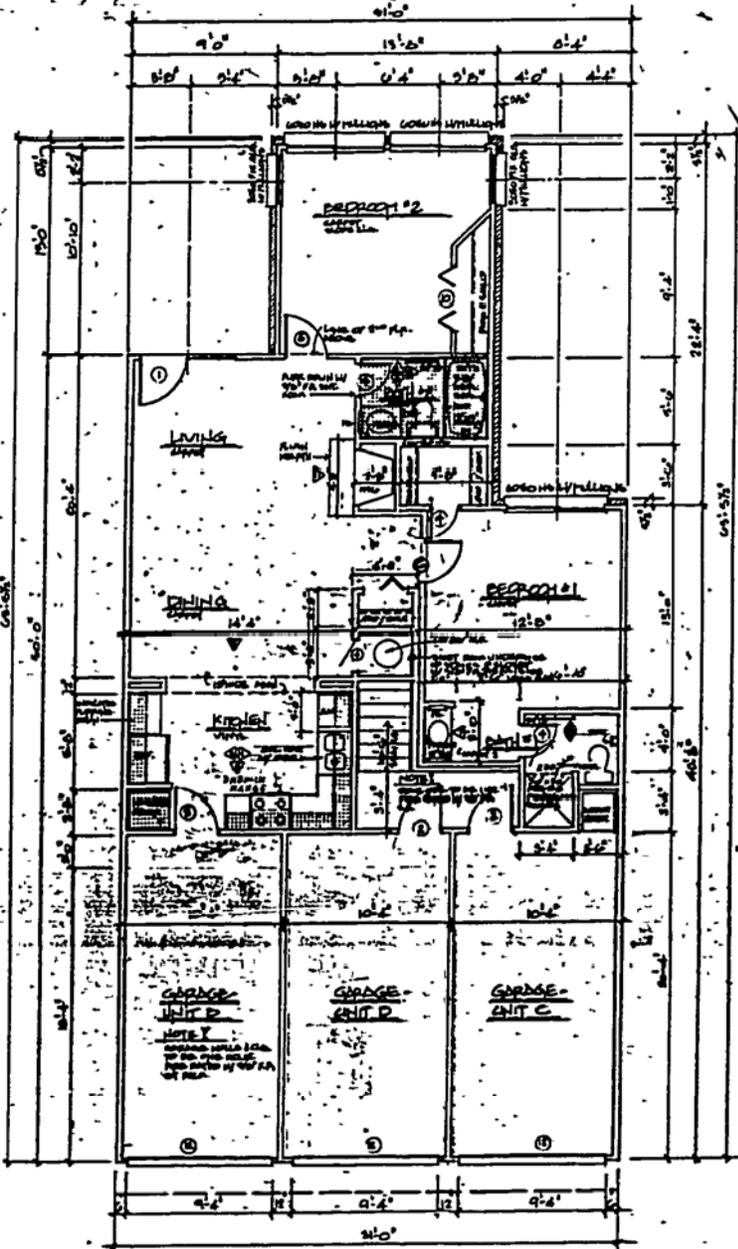
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FIRST FLOOR PLAN
1/8" = 1'-0"





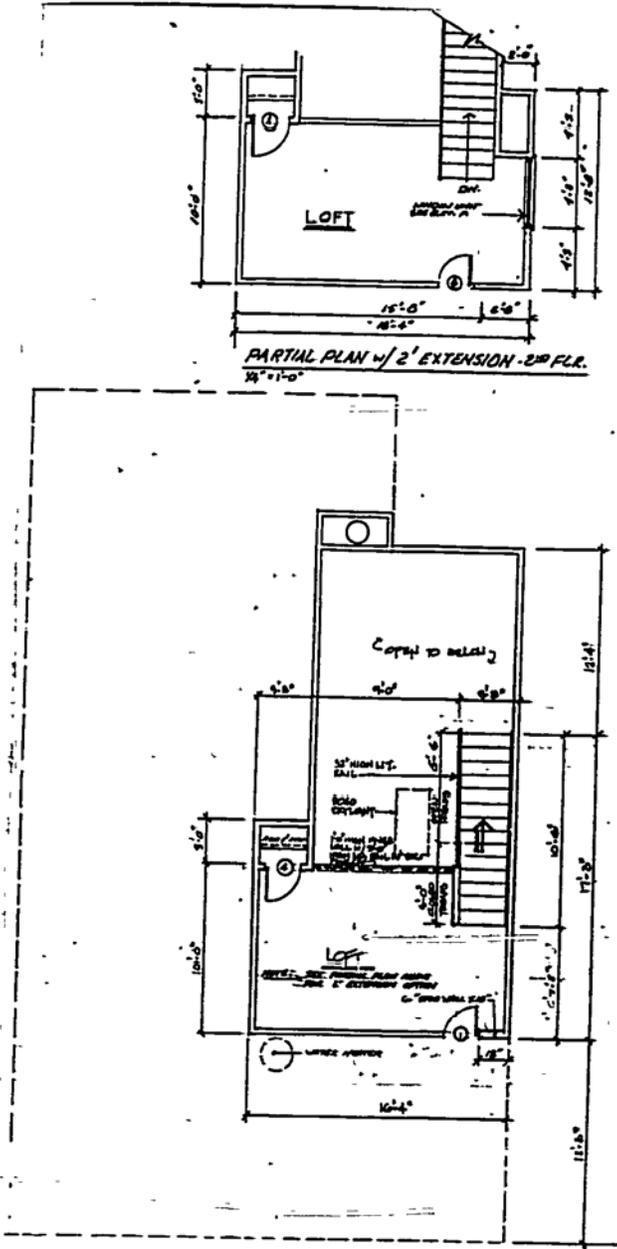
UNIT A FLOOR PLAN



UNIT B FLOOR PLAN

SCALE 1/8" = 1'-0"

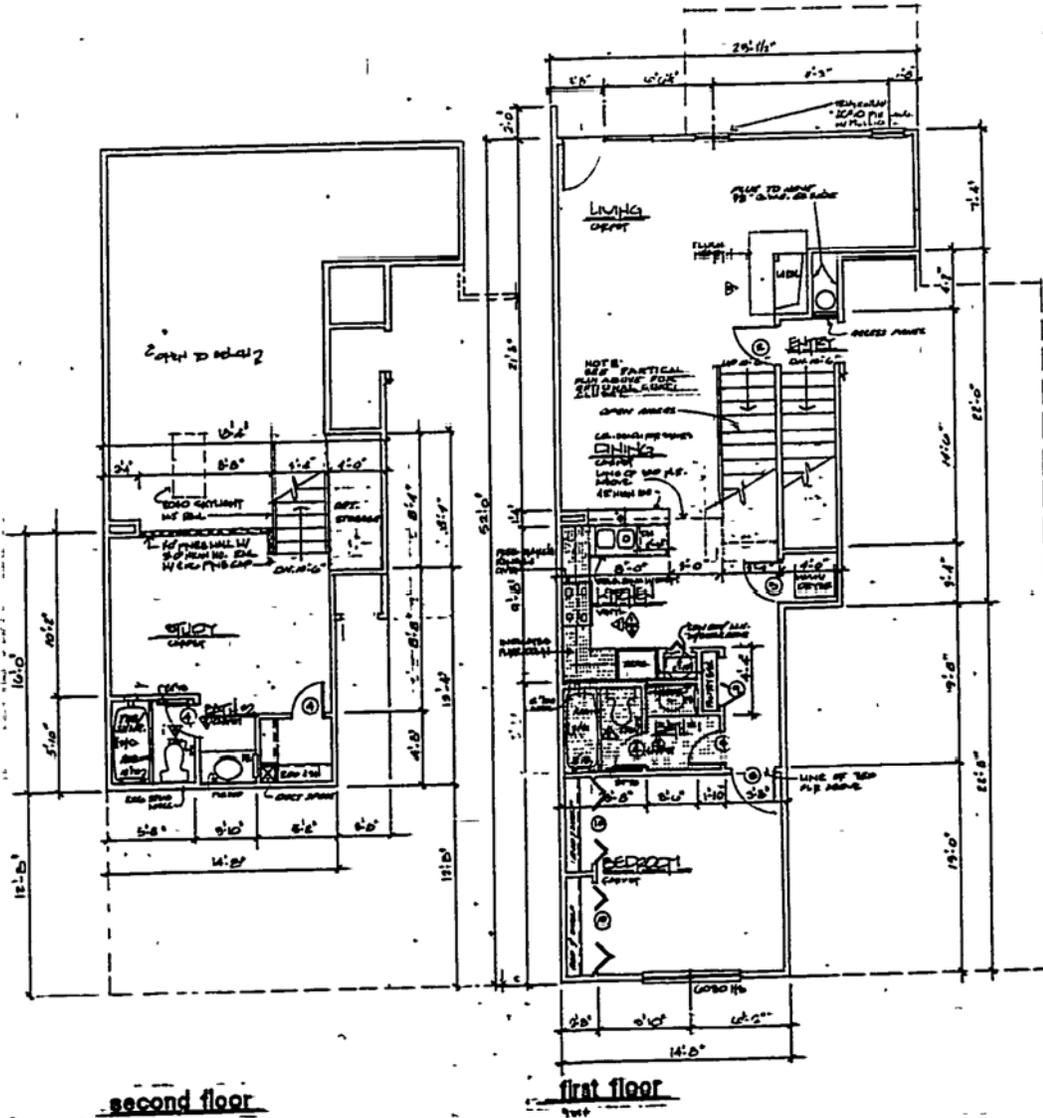
NOTE: OVERALL DIMENSIONS MUST CORRECTLY PROVIDE FOR 4" GROUT SEPARATION @ EXTERIOR WALLS - VERIFY W/ CONCRETE CONTRACTOR



second floor

B-9A

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second floor

first floor

UNIT D FLOOR PLAN

GRAPHIC DESCRIPTION - PLANTATION PLACE
PHASE I LOOKING North FROM South OF THE BUILDING

121	122	123	124	125	126	127	128
111		112		113		114	

221	222	223	224	225	226	227	228
211		212		213		214	

GRAPHIC DESCRIPTION - PLANTATION PLACE
PHASE II LOOKING NORTH FROM SOUTH OF THE BUILDING

0-
-C-
-D-
-S-
-S-
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321	322	323	324	325	326	327	328
311	312	314	315				

GRAPHIC DESCRIPTION - PLANTATION PLACE
PHASE III LOOKING SOUTH FROM NORTH OF THE BUILDING

GRAPHIC DESCRIPTION - PLANTATION PLACE
PHASE IV LOOKING SOUTH FROM NORTH OF THE BUILDING

421	422	423	424	425	426	427	428
411		412		413		414	

GRAPHIC DESCRIPTION - PLANTATION PLACE
PHASE V LOOKING WEST FROM EAST OF THE BUILDING

521	522	523	524	525	526	527	528
511		512		513		514	

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621	622	623	624	625	626	627	628
611	612		613		614		

GRAPHIC DESCRIPTION - PLANTATION PLACE
PHASE VI LOOKING WEST FROM EAST OF THE BUILDING

8.2. 1796 PAGE 425
8.3. 1790 PAGE 425

GRAPHIC DESCRIPTION - PLANTATION PLACE
PHASE VII LOOKING WEST FROM EAST OF THE BUILDING

721	722	723	724	725	726	727	728
711		712		713		714	

EXHIBIT "C" TO DECLARATION
ARTICLES OF INCORPORATION
PLANTATION PLACE OWNERS ASSOCIATION, INC.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PLANTATION PLACE OWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on June 2, 1983, as shown by the records of this office.

The charter number for this corporation is 768732.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of June, 1983.

George Firestone
Secretary of State



ARTICLES OF INCORPORATION
ARTICLES OF INCORPORATION

OF

PLANTATION PLACE OWNERS ASSOCIATION, INC. TALLAHASSEE, FLORIDA

JUN 2 10 27 AM '83

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be Plantation Place Owners Association, Inc., and for convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II

PURPOSE

II.1. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, for the operation of Plantation Place, a Condominium, to be located at 643 University Office Boulevard, Pensacola, Florida 32504.

II.2. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

III.1. The Association shall have all of the common law and statutory powers of a Florida corporation not for profit which are not in conflict with the terms of these Articles or the Florida Condominium Act as it exists at the time of incorporation.

III.2. The Association shall have all of the powers and duties set forth in the Condominium Act, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration as presently drafted and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as unit owners to defray the cost of expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercising of its powers and duties.

c. To maintain, repair, replace and operate the condominium property.

d. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

e. To reconstruct improvements after casualty and the further improvement of the property.

f. To make and amend reasonable regulations respecting the use of the property in the condominium.

g. To approve or disapprove the transfer, mortgage and ownership of units as provided by the Declaration of Condominium and the By-Laws of the Association.

h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium for Plantation Place, a Condominium, the Articles, the By-Laws of the Association and the rules and regulations for use of the property in the Condominium.

i. To contract for the management and maintenance of the condominium and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such options.

k. To employ personnel to perform the services required for proper operation of the condominium.

III.3. The Association shall have the power to purchase a unit or units in the condominium and to hold, lease, mortgage and convey the same.

III.4. All funds and the titles to all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of Florida law, the Declaration of Condominium, these Articles of Incorporation, and the By-Laws.

ARTICLE IV

MEMBERS

IV.1. The members of the Association shall consist of all of the record owners of units in Plantation Place, a Condominium, as it may exist from time to time, and in the event of termination of the condominium, shall consist of those who are members at the time of such termination and their successors and assigns.

IV.2. After receiving approval of the Association as required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Escambia County, Florida, a deed or other instrument establishing a record title to a unit in Plantation Place, a Condominium, and the delivery of a certified copy of such instrument to the Association. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

IV.3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

IV.4. The owner of each unit shall be entitled to one vote as a member of the association. the manner of exercising voting rights shall be determined by the By-Laws of the Association, consistent with Florida law.

ARTICLE V

DIRECTORS

V.1. The affairs of the Association will be managed by a board consisting of the number of directors fixed in the By-Laws, but not less than three (3) directors. Directors need not be members of the Association.

V.2. The directors of the Association shall be elected at the annual meeting of the members in the manner specified in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws.

V.3. 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:

William S. Ammons
604 University Blvd.
Pensacola, Florida 32504

John T. Dunn
604 University Blvd.
Pensacola, Florida 32504

James D. Tatum
Post Office Drawer "O"
Montgomery, Alabama 36105

K. C. Hembree
1108 Airport Blvd.
Pensacola, Florida 32504

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by a President, one or more Vice Presidents, a Secretary, and a Treasurer. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who will serve until their successors are designated by the Board of Directors are as follows:

William S. Ammons, President and Assistant Secretary
643 University Office Blvd.
Pensacola, Florida 32504

K. C. Hembree, Executive Vice President
1108 Airport Blvd.
Pensacola, Florida 32504

John T. Dunn, Secretary, Treasurer
643 University Office Blvd.
Pensacola, Florida 32504

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred,

except when the director or officer is adjudged guilty or willful misfeasance in the performance of his duties; provided that, in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

BY-LAWS

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

ARTICLE IX

AMENDMENTS

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

IX.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.

IX.2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as hereinafter provided, approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as hereinafter provided, approval of the proposed amendment must be either by:

a. Not less than sixty percent (60%) of the entire membership of the Board of Directors and not less than sixty percent (60%) of all members of the Association; or

b. not less than seventy-five percent (75%) of all of the votes of the entire membership of the Association; or

c. Until the first election of the Board of Directors, only by all of the Directors of the Association.

IX.4. No amendment shall make any changes in the qualifications or membership nor the voting rights of members nor any change in Section III.3. of Article III hereof, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

IX.5. A copy of each amendment shall be certified by the Secretary of state, State of Florida, and be recorded in the public records of Escambia County, Florida.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI
ARTICLE XI

VOLUNTARY BINDING ARBITRATION OF DISPUTES

Pursuant to Florida Statute 718.112(4), there shall be voluntary binding arbitration of internal disputes arising from the operation of the condominium among unit owners, associations, their agents and assigns, which shall be conducted and enforced in such manner as may be provided in said statute and in the rules promulgated pursuant thereto. The department shall promulgate rules of procedure to govern such binding arbitration hearings, and the decision of the arbitrator shall be final; however, such decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose the parties from proceeding in a trial de novo, and if such official proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. Any party may seek enforcement of the final decision of the arbitrator in a court of competent jurisdiction.

ARTICLE XII

RESIDENT AGENT

K. C. Hembree, whose address is 1108 Airport Blvd., Pensacola, Florida 32504 is hereby appointed as the initial registered agent of this Association.

ARTICLE XIII

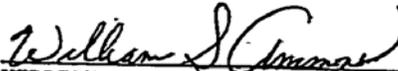
SUBSCRIBERS

William S. Ammons
604 University Office Blvd.
Pensacola, Florida 32504

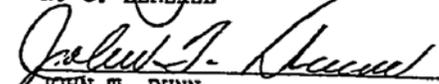
K. C. Hembree
1108 Airport Blvd.
Pensacola, Florida 32504

John T. Dunn
604 University Office Blvd.
Pensacola, Florida 32504

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 19th day of May, 1983.


WILLIAM S. AMMONS


K. C. HEMBREE


JOHN T. DUNN

STATE OF FLORIDA
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this
19th day of May, 1983, by WILLIAM S. AMMONS.

Betty L. Seurina
Notary Public
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUGUST 21, 1983

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this
19th day of May, 1983, by K. C. HEMBREE.

Betty L. Seurina
Notary Public
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUGUST 21, 1983

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this
19th day of May, 1983, by JOHN T. DUNN.

Betty L. Seurina
Notary Public
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUGUST 21, 1983

EXHIBIT "D" TO DECLARATION
BY-LAWS OF PLANTATION PLACE OWNERS ASSOCIATION, INC.

BY-LAWS OF
PLANTATION PLACE OWNERS ASSOCIATION, INC.

1. **IDENTITY.** These are the By-Laws of PLANTATION PLACE OWNERS ASSOCIATION, INC., hereinafter referred to as the Association, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation having been filed in the Office of the Secretary of State, State of Florida, on _____ . The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, hereinafter referred to as the Condominium Act.

1.1 The office of the Association shall be at 7106 Plantation Road, Pensacola, Florida 32504.

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

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

2. **MEMBERS AND MEMBERS' MEETINGS.**

2.1 Those persons, partnerships, joint ventures, corporations or other legal entities who presently own or hereafter acquire title to units in Plantation Place, a Condominium, shall be members of PLANTATION PLACE OWNERS ASSOCIATION, INC. Each unit shall be entitled to only one vote.

2.2 The annual meeting of the member shall be held at the office of the Association at 7:00 o'clock p.m. Central Standard Time or Central Standard Daylight Savings Time, whichever is in effect, on the first Monday in April of each year for the purpose of electing directors and the transaction of any other business authorized to be transacted by the members; provided, however, that if said date is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday. The annual meeting may be rescheduled upon concurrence of a majority of the directors and upon notification to members pursuant to Section 2.4 hereof.

2.3 Special meetings of the members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from one-half (1/2) of the entire membership.

2.4 Notice of all meetings of the members stating the time and place and the objects for which the meeting is called and, if assessments are to be considered, the fact that assessments are to be considered and the specific nature of any assessments to be considered, shall be given by the President, 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 and shall be posted in a conspicuous place on the condominium property. Proof of such mailing shall be given by certificate of mailing, which must be retained as part of the records of the Association. Notice of specific meetings may be waived before or after the meeting by any unit owner in writing.

2.5 A quorum at the meetings of members shall consist of one-half (1/2) of the entire membership of the Association. The acts approved by a majority of the votes cast 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 By-Laws.

2.6 Voting:

a. At any meeting of the members the owner of each unit shall be entitled to cast one vote for each unit he owns.

b. If a unit is owned by one person, his right to vote shall be established by his 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 record owners of the unit and filed with the 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, Vice President or Secretary of the corporation and filed with the Secretary of the association. Such certificate 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 the unit. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.7 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof, and must be filed with the Secretary of the Association before an adjournment of the meeting. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. All proxies are revocable at any time at the pleasure of the unit owner executing them.

2.8 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.

2.9 The order of business at the annual meetings of the members and as far as practical at the other meetings of the members shall be as follows:

- a. Election of Chairman of the meeting.
- b. Calling of the roll and certifying proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of Officers.
- f. Reports of Committees.
- g. Election of inspectors of election.
- h. Election of Directors.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

3. DIRECTORS.

3.1 Membership. The affairs of the Association shall be managed by a board of not less than three nor more than eleven directors; the exact number of directors to be determined by the members of the Association at the time of election of directors.

3.2 Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual meeting of the members, or at a special meeting called for that purpose.

b. A nominating committee of five (5) members shall be appointed by the Board of directors not less than ten (10) days prior to the annual meeting of the members. The committee shall nominate one person for each director then serving. Nominations for additional directors created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting to be entitled to cast his vote for as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies created by the removal of directors by the members, vacancies in the Board of Directors occurring between annual meetings of the members shall be filled by the remaining directors.

e. 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 meeting. A special meeting for this purpose may be called by a minimum of ten percent (10%) of the unit owners giving notice as provided in Paragraph 2.4.

f. Provided, however, that until the Developer has closed the sale of all of the condominium units, the turnover of the Association shall be in accordance with Section 718.301, Florida Statutes, unless Developer elects to terminate any right or control over the Association.

3.3 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.

3.4 The organizational meeting of a 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 organization meeting shall be necessary.

3.5 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 three (3) days prior to the date stated for such meeting.

3.6 Special 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.

3.7 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.

3.8 A quorum at meetings of the Directors 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 the By-Laws.

3.9 Open meetings. All meetings of the Board of Directors shall be open to all unit owners. Notice of all meetings shall be posted in a conspicuous place on the condominium property at least 48 hours in advance of the meeting, except in an emergency and shall include all information required by Paragraph 2.4 to be included in a notice of meetings of members.

3.10 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 without further notice if a quorum is obtained.

3.11 Joinder in meeting by approval of minutes. A Director may join by written concurrence in any action taken at a meeting of the Board of Directors, but such concurrence shall not be used for the purpose of creating a quorum.

3.12 The presiding officer at meetings of the Directors shall be the President. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.13 The order of business at meetings of the Directors shall be as follows:

- a. Calling of the roll.
- b. Proof of due notice or waiver of notice of the meeting.
- c. Reading and disposal of any unapproved minutes.
- d. Election of officers. (If appropriate)
- e. Unfinished business.
- f. New business.
- g. Adjournment.

3.14 Fees of directors, if any, shall be determined by the members.

3.15 The minutes of all meetings of the Board of directors and/or the owners shall be kept in a book available for inspection by unit owners or board members or their authorized representatives. Said minutes shall be retained for a period of seven (7) years.

4. POWER 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 By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required.

5. OFFICERS.

5.1 The executive officers of the Association shall be a President, Vice President, Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors, and who may be preemptorily removed by vote of the directors at any meeting. Any person may hold two or more offices, except that the President shall not also be 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 in the management of the affairs of the Association.

5.2 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 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 Association.

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

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the 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 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 the secretary of an association and as may be required by the directors or the president.

5.5 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 as prescribed by the Board of Directors.

5.6 The compensation of all officers and employees of the Association shall be fixed by the Directors. The provision that fees of Directors shall be determined by the members shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the condominium.

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:

6.1 Accounts. The receipts 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:

a. Current expenses, 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 or to additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

b. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

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

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvement or additional personal property that will be part of the common elements, the amount for which shall not exceed Twenty Five Hundred Dollars (\$2,500.00); provided, however, that in the expenditure of this fund, no sum in excess of Five Hundred Dollars

(\$500.00) shall be expended for a single item or purpose without approval of the members of the Association.

e. The reserve for deterred maintenance, replacement, and capital expenditures set forth in 612(b), (c) and (d) above shall include but not be limited to roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be determined by formulas based upon estimated life and replacement cost of each reserve item. A majority of the members at a duly called meeting may vote to waive the statutory reserve requirements, however, must be taken annually in order to continue to waive said statutory requirements.

f. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by not less than seventy-five percent (75%) of the entire membership of the Association.

g. Notice of the meeting in which a proposed budget or budget proposal will be considered or adopted and a copy of the proposed budget shall be given to all unit owners by mail at least thirty-five (35) days in advance so that they may have the opportunity to attend said meeting.

h. Copies of the budget and proposed assessments shall be transmitted to each member on or before december 1, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

i. If an adopted budget required assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the unit owners to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. Unless the By-Laws require a larger vote, the adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The Board of Administration may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners.

6.3 Assessments. Assessments against the unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before the 10th day of December, preceding the year for which the assessments are made. Such assessments shall be due and payable in twelve (12) equal installments on the first day of each and every month during the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment, and monthly installments on such assessment shall be due upon each installment date until changed by amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the

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Board of Directors, after a properly called meeting for such purpose if the accounts of the amended budget do not exceed the limitations set forth above for that year. Any account that does not exceed such limitation shall be subject to the approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which an amended assessment is made shall be due and payable in equal monthly installments on the first day of said calendar year. The first assessment shall be determined by the Board of Directors of the Association.

6.4 Acceleration of assessment installments upon default. If the owner of a unit 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 notice to the owner of the unit, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after the mailing of such notice to the owner of the unit by registered or certified mail, whichever shall occur first.

6.5 Assessments for emergencies. Assessments for common expenses in emergencies which 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 owners of units 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 owners of the units concerned, 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.

6.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors, and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks by such persons as are authorized by the Directors.

6.7 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

6.8 The Association shall obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for assessments, insurance proceeds or any other funds relating to the condominium. The premiums on such bonds shall constitute a common expense.

7. **REGULATIONS.** The Board of Directors of the Association may, from time to time, make, adopt, amend and endorse reasonable regulations respecting the use of the respective condominium properties, and any property in which the Association owns an interest.

7.1 An owner of a unit shall pay all ad valorem taxes on his particular unit, whether assessed directly or assessed against the condominium as a whole, and prorated by the Board of Directors of the Association.

7.2 An owner of a unit shall maintain his unit so that the unit or any other unit owner will not be damaged by his neglect.

7.3 An owner of a unit shall maintain all of the interior installations of the unit, including the maintenance of the water, light, gas, power, sewerage, telephone, air conditioning, sanitary installations, doors, windows, lamps and other accessories belonging to the particular unit.

8. ACCESS TO UNITS.

8.1 No object shall be placed in or on the common area by a unit owner which will interfere in any manner with the use of said area or render said area unsightly.

8.2 A person or persons designated by the Board of Directors of the Association shall be granted permission by an owner to enter his unit in any case of emergency or to make repairs which are immediately necessary. The cost of said repairs if they occur inside the unit, shall be borne by the unit owner.

9. AMENDMENTS. Amendments to the By-Laws shall be proposed and adopted in the following manner:

9.1 Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered and shall comply with the text requirements of Florida Statute 718.112(2)(c).

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as hereinafter provided, approval of a proposed amendment must be either by:

a. Not less than sixty percent (60%) of the entire membership of the Board of Directors and not less than sixty percent (60%) of the votes of the members of the Association voting at the particular meeting; or

b. Not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

c. Until the first election of the Board of Directors, only by all of the Directors of the Association.

9.3 No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section III.3 of Article III of the Articles of Incorporation of Plantation Place Owners Association, Inc., without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 No amendment to these By-Laws shall be valid until recorded in the Public Records of Escambia County, Florida, as an amendment to the Declaration of Condominium of Plantation Place, a Condominium.

The foregoing were adopted as the By-Laws of Plantation Place 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 June 8, 1983.

Signed: James D. Latum
Director

Signed: William J. ...
Director

Signed: Julius T. ...
Director

EXHIBIT "E" TO DECLARATION SHOWING
FRACTIONAL SHARES OF UNITS AS PHASES
ARE ADDED AND THE UNIT NUMBERS AND
OTHER INFORMATION ABOUT SUBSEQUENT
PHASES.

PLANTATION PLACE
OWNERSHIP OF COMMON ELEMENTS
AND LIABILITY FOR COMMON EXPENSES
COMMON SURPLUS AS PHASES ARE ADDED

<u>PHASE NUMBER</u>	<u>TOTAL UNITS</u>	<u>EACH UNIT'S FRACTIONAL SHARE OF THE COMMON ELEMENTS AND COMMON SURPLUS AND LIABILITY FOR COMMON EXPENSES</u>
I	12	1/12
I & II	24	1/24
I through III	36	1/36
I through IV	48	1/48
I through V	60	1/60
I through VI	72	1/72
I through VII	84	1/84

PLANTATION PLACE CONDOMINIUM

PHASE II

A schedule of the units, the unit numbers, types, the approximate square footage and the number of bedrooms and baths in each unit follows:

<u>Unit No.</u>	<u>Unit Type & Letter Desig.</u>	<u>Approx. Square Footage</u>	<u>No. of Bedrooms</u>	<u>No. of Baths</u>
<u>211</u>	Magnolia-B	1,000	2	2
<u>212</u>	Azalea-A	900	2	1
<u>213</u>	Azalea-A	900	2	1
<u>214</u>	Magnolia-B	1,000	2	2
<u>221</u>	Camelia-C	888	1	1
<u>222</u>	Tara-D	1,208	1	2
<u>223</u>	Tara-D	1,208	1	2
<u>224</u>	Camelia-C	838	1	1
<u>225</u>	Camelia-C	838	1	1
<u>226</u>	Tara-D	1,208	1	2
<u>227</u>	Tara-D	1,208	1	2
<u>228</u>	Camelia-C	888	1	1

PLANTATION PLACE CONDOMINIUM

PHASE III

A schedule of the units, the unit numbers, types, the approximate square footage and the number of bedrooms and baths in each unit follows:

<u>Unit No.</u>	<u>Unit Type & Letter Desig.</u>	<u>Approx. Square Footage</u>	<u>No. of Bedrooms</u>	<u>No. of Baths</u>
<u>311</u>	Magnolia-B	1,000	2	2
<u>312</u>	Azalea-A	900	2	1
<u>313</u>	Azalea-A	900	2	1
<u>314</u>	Magnolia-B	1,000	2	2
<u>321</u>	Camelia-C	888	1	1
<u>322</u>	Tara-D	1,208	1	2
<u>323</u>	Tara-D	1,208	1	2
<u>324</u>	Camelia-C	838	1	1
<u>325</u>	Camelia-C	838	1	1
<u>326</u>	Tara-D	1,208	1	2
<u>327</u>	Tara-D	1,208	1	2
<u>328</u>	Camelia-C	888	1	1

PLANTATION PLACE CONDOMINIUM

PHASE IV

A schedule of the units, the unit numbers, types, the approximate square footage and the number of bedrooms and baths in each unit follows:

<u>Unit No.</u>	<u>Unit Type & Letter Desig.</u>	<u>Approx. Square Footage</u>	<u>No. of Bedrooms</u>	<u>No. of Baths</u>
<u>411</u>	Magnolia-B	1,000	2	2
<u>412</u>	Azalea-A	900	2	1
<u>413</u>	Azalea-A	900	2	1
<u>414</u>	Magnolia-B	1,000	2	2
<u>421</u>	Camelia-C	888	1	1
<u>422</u>	Tara-D	1,208	1	2
<u>423</u>	Tara-D	1,208	1	2
<u>424</u>	Camelia-C	838	1	1
<u>425</u>	Camelia-C	838	1	1
<u>426</u>	Tara-D	1,208	1	2
<u>427</u>	Tara-D	1,208	1	2
<u>428</u>	Camelia-C	888	1	1

PLANTATION PLACE CONDOMINIUM

PHASE V

A schedule of the units, the unit numbers, types, the approximate square footage and the number of bedrooms and baths in each unit follows:

<u>Unit No.</u>	<u>Unit Type & Letter Desig.</u>	<u>Approx. Square Footage</u>	<u>No. of Bedrooms</u>	<u>No. of Baths</u>
<u>511</u>	Magnolia-B	1,000	2	2
<u>512</u>	Azalea-A	900	2	1
<u>513</u>	Azalea-A	900	2	1
<u>514</u>	Magnolia-B	1,000	2	2
<u>521</u>	Camelia-C	888	1	1
<u>522</u>	Tara-D	1,208	1	2
<u>523</u>	Tara-D	1,208	1	2
<u>524</u>	Camelia-C	838	1	1
<u>525</u>	Camelia-C	838	1	1
<u>526</u>	Tara-D	1,208	1	2
<u>527</u>	Tara-D	1,208	1	2
<u>528</u>	Camelia-C	888	1	1

PLANTATION PLACE CONDOMINIUM

PHASE VI

A schedule of the units, the unit numbers, types, the approximate square footage and the number of bedrooms and baths in each unit follows:

<u>Unit No.</u>	<u>Unit Type & Letter Desig.</u>	<u>Approx. Square Footage</u>	<u>No. of Bedrooms</u>	<u>No. of Baths</u>
<u>611</u>	Magnolia-B	1,000	2	2
<u>612</u>	Azalea-A	900	2	1
<u>613</u>	Azalea-A	900	2	1
<u>614</u>	Magnolia-B	1,000	2	2
<u>621</u>	Camelia-C	888	1	1
<u>622</u>	Tara-D	1,208	1	2
<u>623</u>	Tara-D	1,208	1	2
<u>624</u>	Camelia-C	838	1	1
<u>625</u>	Camelia-C	838	1	1
<u>626</u>	Tara-D	1,208	1	2
<u>627</u>	Tara-D	1,208	1	2
<u>628</u>	Camelia-C	888	1	1

PLANTATION PLACE CONDOMINIUM

PHASE VII

A schedule of the units, the unit numbers, types, the approximate square footage and the number of bedrooms and baths in each unit follows:

<u>Unit No.</u>	<u>Unit Type & Letter Desig.</u>	<u>Approx. Square Footage</u>	<u>No. of Bedrooms</u>	<u>No. of Baths</u>
<u>711</u>	Magnolia-B	1,000	2	2
<u>712</u>	Azalea-A	900	2	1
<u>713</u>	Azalea-A	900	2	1
<u>714</u>	Magnolia-B	1,000	2	2
<u>721</u>	Camelia-C	888	1	1
<u>722</u>	Tara-D	1,208	1	2
<u>723</u>	Tara-D	1,208	1	2
<u>724</u>	Camelia-C	838	1	1
<u>725</u>	Camelia-C	838	1	1
<u>726</u>	Tara-D	1,208	1	2
<u>727</u>	Tara-D	1,208	1	2
<u>728</u>	Camelia-C	888	1	1

EXHIBIT "F" TO DECLARATION SHOWING
MAXIMUM LANDS WHICH MAY BE SUBMITTED
TO CONDOMINIUM OWNERSHIP PURSUANT TO
THE DECLARATION.

Parcel M. Plantation Place Condominium Site

DESCRIPTION: Commence at the northwesterly corner of Parcel G, Plantation Park, as recorded in Plat Book 10, Page 88, of the Official Records of Escambia County, Florida, said point being on the curved southerly R/W of an existing street (Plantation Road, 66 ft. R/W):

Thence run S 01 deg 18 min 00 sec W for 1219.80 ft; thence run N 88 deg 42 min 00 sec W for 401.50 ft. to the Point of Beginning:

Thence run southwesterly on a curve concave to the south (R=4.13 ft.) thru a Central Angle of 16 deg 36 min 19 sec for an arc distance of 1.20 ft; thence run N 15 deg 18 min 19 sec W for 30.00 ft; thence run S 74 deg 41 min 41 sec W for 371.79 ft; thence run N 15 deg 18 min 19 sec W for 37.31 ft; thence run northerly on a curve concave to the east (R=355.60 ft.) thru a Central Angle of 16 deg 29 min 38 sec for an arc distance of 102.37 ft; thence run N 01 deg 11 min 19 sec E for 93.83 ft; thence run N 89 deg 37 min 38 sec W for 176.87 ft; thence run S 01 deg 11 min 19 sec W for 591.50 ft; thence run S 88 deg 48 min 41 sec E for 300.90 ft; thence run N 22 deg 02 min 39 sec E for 95.00 ft; thence run S 89 deg 21 min 35 sec E for 305.36 ft; thence run northwesterly on a curve concave to the southwest (R=308.65 ft.) thru a Central Angle of 28 deg 08 min 24 sec for an arc distance of 151.59 ft. to a Point of Reverse Curvature: Thence run northerly on a curve concave to the northeast (R=144.92 ft.) thru a Central Angle of 39 deg 28 min 51 sec for an arc distance of 99.86 ft; thence run N 01 deg 18 min 00 sec E for 95.88 ft; thence run northeasterly, on a curve concave to the southeast (R=25.00 ft.) thru a Central Angle of 90 deg for an arc distance of 39.27 ft. to the Point of Beginning, containing 5.68 acres, more or less, and lying in Section 30, T-1-S, R-30-W, Escambia County, Florida

FILED & RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA CO., FLA. ON
AUG 8 3 50 PM '83
IN BOOK 11, PAGE 1796 ABOVE
JOB # 170615, COUNTY

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