

OR BK 5284 PG 1373  
Escambia County, Florida  
INSTRUMENT 2003-171299

**DECLARATION OF CONDOMINIUM  
OF  
BRIGANTINE PLACE, A CONDOMINIUM**

MADE this 5<sup>th</sup> day of NOVEMBER, 200 3, by The Mitchell Company, Inc., an Alabama corporation, hereinafter called the "Developer," for itself and its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

1. **THE LAND.** The Developer owns a Fee Simple Estate in certain real property located in Escambia County, Florida, as more particularly described in Exhibit "A" attached hereto (the "Land"). The Land will become part of the Condominium if and when Additional Phases are submitted to the condominium ownership.

2. **SUBMISSION STATEMENT.** The Developer hereby submits a portion of the Land described on Exhibit D" ("Phase 1") and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, including, but not limited to, the Non-Exclusive, Perpetual Grant of Easement for Storm Water Drainage recorded in Official Records Book 5281, Page 1988, of the public records of Escambia County, Florida, ("Drainage Easement"), the location of which is shown on Exhibit "C", and the Non-Exclusive, Perpetual Grant of Easement for Ingress and Egress and Utilities recorded in Official Records Book 5281, Page 1995, of the public records of Escambia County, Florida, ("Right-of-way Easement") the location of which is shown on Exhibit "C", and all other property, real, personal or mixed, located on and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date of the recording of this Declaration; excluding therefrom, however, any public utility installations, cable television lines, and other similar equipment that are owned by the utility furnishing services to the Condominium. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of the condominium units. The acquisition of title to a Unit, or any other interest in the Condominium Property, or the lease, occupancy, or use of any portion of the Condominium Property shall constitute an acceptance and ratification of all provisions of this Declaration as it may be amended from time to time, and shall signify agreement to be bound by its terms. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of condominium ownership.

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### **3. ADDITIONAL PHASES.**

**3.1** Developer is developing the Land according to a plan as set forth in this Section as a Phase Condominium as provided for by Section 718.403 of the Act. The Developer reserves the right to amend this Declaration for the purpose of submitting the various portions of the Land as described in Exhibit "B" as Phase II through Phase XI (collectively "Additional Phases" and singularly the "Additional Phase") to the condominium form of ownership and for the purpose of having that Additional Phase, or Additional Phases, become a part of this Condominium and part of the Condominium Property. The Developer reserves the right to submit one or more of the Phases or to submit none of the Phases to the condominium form of ownership. Phases must be added within seven (7) years of the recording of this Declaration. At any time after the improvements to a Phase have been substantially completed and substantially conform with the provisions of this Declaration and its Exhibits, the Developer may, by an instrument executed with the formalities required for Declarations, establish and create an amendment to this Declaration setting forth the Developer's submission of such Phase to the condominium form of ownership and declaring that such Phase is a part of this Condominium and part of the Condominium Property. That amendment shall have attached or included a certificate by a surveyor, architect or engineer conforming to the requirements of Florida law for each Phase. Furthermore, any changes required or allowed in this Declaration for such Phase and the improvements thereon, when actually constructed, shall be reflected in the amendment. Once a Phase has been declared a part of this Condominium and submitted to the condominium form of ownership in accordance with this paragraph, this Declaration shall be deemed amended to include Phase I and the subsequently added Phase to the same extent and effect as if Phase I and the Additional Phase or Phases had been completed in construction and declared a condominium at the time of the initial execution and filing of this Declaration and the Condominium Property shall be enlarged and expanded so as to encompass and include the portion of the Land, improvements thereon, including the Units, the Common Elements and all easements and rights appurtenant thereto which are intended for use in such Additional Phase or Additional Phases as set forth on the proposed survey and plot plan for that particular Additional Phase or Additional Phases. This is subject nevertheless to the modifications and amendments set forth in the amendment adding such Additional Phase as a part of this Condominium and submitting it to the condominium form of ownership. However, no Units in a Phase shall be assessed retroactively and assessments shall commence only from and after the recording of the amendment adding such Phase. The powers and rights reserved to the Developer in this section may be exercised by the Developer without the joinder or consent of any Unit Owner in Phase I or in any subsequently added Phase or any other person or entity except the holder of mortgages encumbering the Additional Phase to be added and the owner of the fee simple title to such Additional Phase to be added if it is not the Developer. The powers and authorities reserved to the Developer in the Declaration and in this paragraph to amend the Declaration shall be construed liberally to allow the Developer to correct and adjust any deviations or errors in the configuration of Units, in the placement of buildings, and in the size or location of the buildings and Units in all Additional Phases and to ensure that the amended Declaration of Condominium accurately reflects the Phases as actually constructed and produced. Any amendments

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mentioned here shall be effective from and after being recorded. This paragraph shall not be amended without the written consent of Developer.

**3.2** An Additional Phase shall be designated by a roman numeral, to wit: Additional Phases II through XI respectively, and an alphabetical letter will identify the "Building", e.g. "Building B", in each Additional Phase which will contain the Units within the respective Additional Phase. Additional Phases may be added to the Condominium, if at all, in numerical or non-numerical sequence except that an Additional Phase so added shall be contiguous to the Condominium Property and there shall be a method of vehicular and pedestrian ingress and egress between the Condominium Property and the Additional Phase so added.

**3.3** The proposed Plot Plan and Survey, attached as Exhibit "C" shows the configuration of each Additional Phase and its location on the Land and the location of the Building to be constructed thereon. If and when all of the Additional Phases are submitted to condominium ownership, the Condominium will consist of eleven buildings containing a total of eighty-eight Units.

**3.4** The number and general size of the Units to be included in each Additional Phase, if and when submitted to the condominium form of ownership by the recording of an amendment, is set forth on Exhibit "E" attached hereto and made a part hereof.

**3.5** The proposed Plot Plan and Survey attached hereto as Exhibit "C" shows a portion of subsequent Phase V as a recreation area (the "Recreation Area"). In the event subsequent Phase V is added to the Condominium then the Recreation Area will be a Common Element available for the use of all Unit Owners. In the event subsequent Phase V is not added to the Condominium then the Recreation Area will not be a Common Element and it will not be available for the use of the Unit Owners.

**3.6** The proposed Plot Plan and Survey shows a portion of Phase I as a retention/detention pond for storm water ("Retention Pond"). The Retention Pond will be a Common Element available for the use of all Unit Owners subject to an easement reserved by the Developer for its benefit and the benefit of its successors and assigns for use as a Retention Pond for development on any portions of the Land that are not submitted to the condominium form of ownership. Such reserved rights are more particularly described in the Drainage Easement referenced in Section 2 hereof.

**3.7** Completion of each Additional Phase and submission thereto to the condominium form of ownership will have the impact of increasing the number of Units in the Condominium and consequently the number of persons using the Common Elements. However, regardless of whether or not any or all of the Additional Phases are developed and submitted, each Unit in the Condominium shall have one vote in the Association.

**3.8** Developer reserves the absolute right, in its sole discretion, not to complete and/or add any or all of the Additional Phases to the Condominium. In the event

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that the Developer decides not to add one or more Additional Phases, Developer shall give notice of such decision to all Unit Owners and shall also record among the public records of Escambia County, Florida, a statement that Developer has terminated the Plan for the development of the Condominium as Phase Condominium ( the "Termination Statement"), which statement shall set forth the total number of Units in the Condominium. The effect of recording the Termination Statement shall be that the portion of the Land not submitted to the condominium ownership pursuant to the Plan as of the recording of the Termination Statement shall not become a part of the Condominium. Any notice required by the provisions of this sub-paragraph shall be by certified mail addressed to each Unit Owner at the address of his Unit or at the last known address as set forth on the books of the Association. If any Additional Phase is not added as part of the Condominium by amendment, no portion of such Additional Phase (including but not limited to, the proposed Common Elements contained within such Additional Phase) shall become part of the Condominium.

**3.8 (1)** Prior to the time an Additional Phase is added as part of the Condominium, or in the event any or all Additional Phases are not added by Developer as part of the Condominium ("Omitted Phases(s)"), the Developer reserves the right to declare, from time to time, by a written instrument ("Use Instrument") that certain or all owners of dwelling units ("Sharing Owners") and improvements hereafter located upon the land of the Omitted Phase(s) ("Omitted Land"), and, their family members, guests, invitees, and lessees, have the right to utilize the Retention Pond, the Recreation Area, the pool located on Phase I and the streets and roads on the Condominium Property serving as ingress and egress to publicly dedicated roads (such holding pond, recreation area, pool, and streets and roads shall be collectively referred to herein as the "Association Area") and shall have the right appurtenant to their dwelling Unit to use the Association Area on a non-exclusive basis with Unit Owners of the Condominium. Such Use Instrument shall be recorded among the public records of Escambia County, Florida, with a copy thereof furnished to the Association within thirty (30) days of the date of such recording. Developer agrees that the aggregate of the number of Units in the Condominium and the number of dwelling units on the Omitted Land, having such appurtenant rights to use the Association Area shall not exceed eighty-eight (88).

**3.8 (2)** Any and all Sharing Owners acquiring use rights in and to the Association Area shall be obligated to pay to their respective Homeowners Association ("Sharing Association"), if any, such Sharing Owners' portion of expenses incurred in the operation and maintenance of the Association Area, such portion to be determined by the Board ("Association Area Expenses"). Unit Owners of the Condominium shall be assessed for the expenses of operation and maintenance of the Association Area in accordance with their share of Common Expenses and the Association shall charge and assess the Sharing Owners for the use of the Association Area in the amount of the Association Area Expenses. The liability of Sharing Owners for Association Area Expenses shall not be avoided or reduced by waiver of the use of enjoyment of the Association Area. The Sharing Association, if any, shall assess and collect assessments for their respective portions of the Association Area Expenses and shall promptly remit such assessments to the Association upon receipt thereof. The Sharing Association, if any, shall be obligated

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to the Association for the amounts it is so required to assess (whether or not assessed or collected by any such Sharing Association). Developer agrees that the provisions herein above set forth with respect to the rights and obligations of the Sharing Owners and the Sharing Association, if any, shall be included within the documents to be recorded among the public records of Escambia County, Florida, which would establish the land use covenants and restrictions for the Omitted Land. In the event that there is no Sharing Association with respect to any dwelling units located upon Omitted Land, or if there is such a Sharing Association which has not assessed, collected or paid to the Association the sums due with respect to any dwelling units, the Association shall have the right to assess such dwelling units and shall have all rights of enforcement, with respect to such assessments (including, but not limited to, lien rights) as if such dwelling units were Units in the Condominium. No dwelling unit on any Omitted Land shall be subject to assessment under this paragraph unless and until a Certificate of Occupancy has been issued with respect thereto and such dwelling unit is occupied for residential purposes, unless the Developer elects to have any such dwelling units sooner subject to such assessment.

**3.9** Notwithstanding anything contained in this Declaration to the contrary, no portion of any Additional Phase shall be affected or encumbered by this Declaration unless and until the amendment with respect to such Additional Phase is recorded among the public records of Escambia County, Florida.

**4. NAME.** The name by which this condominium shall be identified is Brigantine Place, a Condominium (the "Condominium"), and its address is 7101 Joy Street, Pensacola, FL 32504.

**5. DEFINITIONS.** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes (the "Condominium Act"), unless the context otherwise requires and whether capitalized or not.

**5.1 "Additional Phase" or "Phase"** means a portion of the Condominium Property as more particularly described in Section 3 hereof.

**5.2 "Assessment"** means a share of the funds required for the payment of common expenses which from time to time is assessed against the Units.

**5.3 "Association"** means Brigantine Place Condominium Association of Pensacola, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium.

**5.4 "Association Property"** means all property, real or personal, owned or leased by the Association, from time to time, for the use and benefit of the Unit owners.

**5.5 "Board of Directors" or "Board"** means the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration."

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**5.6 "Condominium Documents"** means and includes this Declaration and all recorded exhibits hereto, as amended from time to time.

**5.7 "Condominium Act"** means the Condominium Act, Chapter 718, Florida Statutes, as amended to the date hereof.

**5.8 "Condominium Property"** means the portion of the Land submitted as Phase I as described herein and all improvements thereon, including the Units, the Common Elements, and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium, and is subject to enlargement by the addition of Additional Phases pursuant to the Plan of Phase Development described in Section 3 herein.

**5.9 "Division"** means The Division of Florida Land Sales, Condominiums and Mobile Homes.

**5.10 "Fixtures"** means those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and part and parcel of it, including but not limited to, interior partition, walls, appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

**5.11 "Institutional Mortgagee"** means the mortgagee (or its assignee) of a mortgage against a condominium parcel, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a condominium parcel which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.

**5.12 "Limited Common Elements"** means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

**5.13 "Occupy,"** when used in connection with a Unit, means the act of staying overnight in a Unit. **"Occupant"** is a person who occupies a Unit.

**5.14 "Rules and Regulations"** means those rules and regulations promulgated by the Board of Directors, governing the use of the Common Elements and the operation of the Association.

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**5.15 "Unit"** shall have the same definition as contained in the Condominium Act and shall include the eight Units in Phase I and all Units in any Additional Phases added to the Condominium by recorded amendment to this Declaration.

**5.16 "Unit Owner" or "Owner"** has the same meaning as the term "Unit owner," as defined in the Condominium Act.

**5.17 "Voting Interest"** means and refers to the arrangement established in the Condominium Documents by which the owners of each Unit collectively are entitled to one vote in Association matters. There are eight (8) Units in Phase I, so the total number of voting interests before adding any Phases is eight (8) votes. The voting interests will increase as Phases are added with each added Unit having one (1) vote. The maximum number of votes if all Units are added is eighty-eight (88).

## **6. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS.**

**6.1** The improvements to be constructed on the Phase I portion of the Land are described on the Phase I Plot Plan and Survey attached as Exhibit "D" and include one two-story residential unit building (a "Building") which is identified as Building A on the Plot Plan and Survey attached as Exhibit "C" and which contains eight Units each of which is designated by a one digit arabic numeral preceded by the alphabetical letter identifying the Building (e.g. Unit A-2) and is so referred to herein and in the Exhibits hereto. No Unit bears the same designation as any other Unit in the Condominium.

**6.2** Phase 1 consists of eight Units identified as follows: One each Type A-1L and A-2L, one each Type A-1R and A-2R, one each Type B-1L and B-2L, and one each Type C-1R and C-2R. The type Units are depicted on Exhibit "E" attached hereto. The Unit numbers and the type of Unit are as shown on the Phase I Plot Plan and Survey attached as Exhibit "D". Phase I also consists of the holding pond, easement rights referenced in Section 2, and the area on which the pool and bath/storage room is located.

**6.3** Attached hereto as Exhibit "D" is the survey and plot plan for Phase I which includes a survey of the Phase I Land, graphic description of the improvements in which the Units and the Common Elements are located and a plot plan thereof (all of which are herein collectively referred to as the "Phase I Plot Plan and Survey"). The Phase I Plot Plan and Survey shows and identifies thereon the Common Elements and every Unit in Phase I and their relative locations and approximate dimensions. There is attached to the Phase I Plot Plan and Survey and made a part of this Declaration a certificate of a surveyor prepared, signed and conforming with the requirements of Section 718.104 of the Act. Together with this Declaration, the Phase I Plot Plan and Survey and attached surveyor's certificate is in sufficient detail to identify each Unit, the Common Elements and Limited Common Elements and their relative locations and dimensions.

**6.4** Attached to the Declaration as Exhibit "C" and incorporated by reference herein are a survey of the Land and plot plans for all Phases, which graphically describe the improvements in which Units are located, and show all the Units in all Phases including their identification numbers, locations and approximate dimensions and the Common Elements and Limited Common Elements.

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**6.5 Unit Boundaries.** Each Unit shall include the part of the building in which the Unit is located that lies within the following boundaries:

- (A) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries, extended to their intersections with the perimeter boundaries:
  - (1) Upper Boundaries. The plane or planes of the unfinished upper surface of the ceiling of the Unit. Included in the Unit are all paint, drywall, plasterboard, lath, furring, acoustical or other ceiling tiles and related hardware, light fixtures, vents and other materials constituting part of the interior surfaces of the ceiling.
  - (2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit.
- (B) Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes of the unfinished walls bounding the Unit, as shown in Exhibit "E" hereto, extended to their intersections with each other and with the upper and lower boundaries. Included within the Unit are all lath, plasterboard, wallboard, drywall, paneling, tile, wallpaper, paint, molding and other materials constituting part of the interior surfaces of those walls.
- (C) If any chute, flue, vent, duct, wire, pipe, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the boundaries of a Unit, any portion thereof outside the Unit which serves that Unit exclusively is a Limited Common Element, and any portion thereof serving more than one Unit, or any portion of the Common Elements, is a part of the Common Elements.
- (D) Subject to paragraph (B) above, all spaces, interior partition walls, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.
- (E) Any shutter, doorstep, balcony, and all exterior doors, windows and screens or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements appurtenant to the Unit(s) they serve.

In cases not specifically covered in this Section 6, or in any case of conflict or ambiguity, the graphic depictions of the Unit boundaries set forth in Exhibit "E"

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hereto or reflected on exhibit attached to amendments to the Declaration recorded to add Additional Phases to the Condominium shall control in determining the boundaries of a Unit, except the provisions of Sections 6.5(C) and (E) above shall control over Exhibit "E" or the exhibits attached to such amendments.

## **7. CONDOMINIUM PARCELS; APPURTENANCES AND USE.**

**7.1 Shares of Ownership.** Phase I of the Condominium contains eight (8) Units. The owner of each Unit in Phase I (before any Additional Phases are added) shall own a one-eighth (1/8) share in the Common Elements and the common surplus. As additional Units are added by amendment to the Declaration adding Additional Phases to the Condominium, each Unit subject to the Condominium shall own a fractional interest in the Common Elements and the common surplus the numerator of which shall be one and the denominator of which shall be the total number of Units then submitted to the Condominium by recorded amendment to the Declaration.

**7.2 Appurtenances to Each Unit.** The owner of each Unit shall have certain rights and own a certain interest in the Condominium Property, including without limitation the following:

- (A) An undivided ownership share in the Condominium Property and other Common Elements and the common surplus, as specifically set forth in Section 7.1 above.
- (B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "F" and "G", respectively.
- (C) The exclusive right to use the Limited Common Elements reserved for the Unit, and the right to use the Common Elements.
- (D) An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time.
- (E) Other appurtenances as may be provided in this Declaration and its exhibits.

Each Unit and its appurtenances constitutes a "condominium parcel."

**7.3 Use and Possession.** A Unit owner is entitled to exclusive use and possession of his Unit and exclusive use and possession of the Limited Common Elements appurtenant to same, and to non-exclusive use of the Common Elements in accordance

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with the purposes for which they are intended. No use of the Unit or of the Common Elements may unreasonably interfere with the rights of other Unit owners or other persons having rights to use the Condominium Property. No Unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The use of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium Documents and by the rules and regulations adopted by the Board of Directors as provided in Section 7 of the Bylaws.

## **8. COMMON ELEMENTS; EASEMENTS.**

**8.1 Definition.** The term "Common Elements" means all of the property submitted to condominium ownership, either by this Declaration or by future amendments, that is not within the Unit boundaries set forth in Section 6 above. The Common Elements include without limitation the following:

- (A) The Condominium Property.
- (B) All portion of the buildings and other improvements outside the Units, including all Limited Common Elements.
- (C) Easements through each Unit for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to other Units or the Common Elements.
- (D) An easement of support in every portion of the Condominium which contributes to the support of a building.
- (E) The fixtures and installations required for access and utility services to more than one Unit or to the Common Elements.

**8.2 Easements.** Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of Unit owners with respect to such easements.

- (A) **Utility and other Easements.** The Association has the power, without the joinder of any Unit owner, to grant, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the Common Elements or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Common Elements or Association Property, as the Association

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shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

- (B) Encroachments. If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit owner, or if any common element encroaches upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.
- (C) Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.
- (D) Construction; Maintenance. The Developer and its agents, employees and contractors shall have the right to enter the Condominium Property and take any action reasonably necessary or convenient for the purpose of completing the construction thereof, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the Unit owners of the Condominium Property.
- (E) Sales Activity. The Developer and its agents, employees and contractors shall have an easement to use, without charge, any Units owned by the Developer, and the Common Elements (including, but not limited to, all recreational facilities), in order to establish, modify, maintain and utilize, as it and they deem appropriate, model Units and sales and other offices. Without limiting the generality of the foregoing, the Developer and its designees may show Units or the Common Elements to prospective purchasers or tenants, erect signs on the

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Condominium Property, and take all other action helpful for sales, leases and promotion of the Condominium.

- (F) The easements and rights described in (D) and (E) above shall terminate upon the sale of all Units in the Condominium to purchasers other than a successor Developer.

**8.3 Restraint Upon Separation and Partition.** The undivided share of ownership in the Common Elements and common surplus appurtenant to a Unit cannot be conveyed or encumbered separately from the Unit and shall pass with the title to the Unit, whether or not separately described. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the Units.

**9. LIMITED COMMON ELEMENTS.**

**9.1 Description of Limited Common Elements.** Certain Common Elements have been reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The Limited Common Elements and the Units to which their exclusive use is appurtenant, are as described in this Declaration and its recorded exhibits. The following Common Elements are hereby designated as Limited Common Elements:

- (A) **Storage Space.** The Owner of a Unit shall have exclusive use of one storage space located adjacent to the Unit and is accessed by a door opening onto the balcony adjacent to the Unit. The location of each storage space is as reflected on Exhibit "B" attached hereto. Each storage space depicted on Exhibit "B" is identified by a number and letter corresponding with the Unit to which the storage space is appurtenant as a Limited Common Element.
- (B) **Air Conditioning and Heating Equipment.** All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements, and shall be maintained, repaired and replaced by the Unit owner.
- (C) **Balconies/Patios.** Any balcony or patio attached to and serving exclusively a Unit shall be a Limited Common Element. The Unit owner shall be responsible for day-to-day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a common expense. No balcony or patio may be carpeted, covered, screened or enclosed in any way without the prior written approval of the Board of Directors. The maintenance, repair,

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replacement and insurance of such approved carpeting, covering or enclosure shall be the responsibility of the Unit owner and his successors in title. No carpeting of any kind or description may be installed over concrete floors exposed to the elements.

- (D) Other. Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required in Section 12 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit owner, shall be deemed a Limited Common Element appurtenant to that Unit, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware and framings therefor.

**9.2 Exclusive Use.** The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. If after all of the Units have been sold the exclusive use of any assignable Limited Common Element was not, for any reason, assigned to the use of a specific Unit or Units by the Developer, the Association may do so. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described, and cannot be separated from it.

**10. ASSOCIATION.** The operation of the Condominium is by Brigantine Place Condominium Association of Pensacola, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

**10.1 Articles of Incorporation.** A copy of the Articles of Incorporation of the Association is attached as Exhibit "F."

**10.2 Bylaws.** The Bylaws of the Association shall be the Bylaws attached as Exhibit "G," as they may be amended from time to time.

**10.3 Delegation of Management.** The Association may contract for the management and maintenance of the Condominium Property and employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all times the powers and duties provided in the Condominium Act.

**10.4 Membership.** The members of the Association shall be the record owners of legal title to the Units, as further provided in the Bylaws.

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**10.5 Acts of the Association.** Unless the approval or affirmative vote of the Unit owners is specifically made necessary by some provision of the Condominium Act or these Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Unit owners. The officers and Directors of the Association have a fiduciary relationship to the Unit owners. A Unit owner does not have the authority to act for the Association by reason of being a Unit owner. Notwithstanding the foregoing, the vote of at least sixty-seven percent (67%) of the Unit owners and the approval of 51% of mortgagees shall be required to materially amend any provisions of the Declaration or Bylaws, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, (including special assessments) (other than the annual fluctuations to assessments based on the Association's Board of Director's approved budget the vote for which is as required by Section 6.2 of the Bylaws) assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common elements;
- (4) Insurance or fidelity bonds;
- (5) Rights to use of the common elements;
- (6) Responsibility for maintenance and repair of the Units, limited common elements or common elements;
- (7) Addition, and annexation or withdrawal of property to or from the condominium;
- (8) Boundaries of any Unit;
- (9) The interest in the common elements or limited common elements;
- (10) Convertibility of Units into common elements or of common elements into Units;
- (11) Leasing of Units;
- (12) Imposition of any right of first refusal or similar restriction on the right of a Unit owner to sell, transfer, or otherwise convey his or her Unit or;

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- (13) Provision expressly benefitting the holders or insurers of first mortgage on Units in the condominium.

**10.6 Powers and Duties.** The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association may impose fees for the use of Common Elements or Association Property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the lands of the Condominium.

**10.7 Official Records.** The Association shall maintain its Official Records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

**10.8 Purchase of Units.** The Association has the power to purchase one or more Units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

**10.9 Acquisition of Property.** The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.8 above, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

**10.10 Disposition of Property.** Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors, without need for authorization by the Unit owners.

**10.11 Roster.** The Association shall maintain a current roster of names and mailing addresses of Unit owners, based upon information supplied by the Unit owners. A copy of the roster shall be made available to any member upon request.

**10.12 Limitation on Liability.** Notwithstanding its duty to maintain and repair condominium or Association Property, the Association shall not be liable to Unit owners for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit owners or other persons.

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### **10.13 Intentionally Deleted.**

**11. ASSESSMENTS AND LIENS.** The Association has the power to levy and collect assessments against each Unit and Unit owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both "regular" assessments for each Unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special charges against any individual Unit for any amounts, other than for common expenses, which are properly chargeable against such Unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in Section 6 of the Bylaws, and as follows:

**11.1 Common Expenses.** Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Common Elements and Association Property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of trash collection for Units shall be a common expense. If the Board of Directors contracts for pest control within Units or basic cable television programming services in bulk for the entire Condominium, the cost of such services shall be a common expense.

**11.2 Share of Common Expenses.** The owner of each Unit shall be liable for a share of the common expenses equal to his share of ownership of the Common Elements and the common surplus, as set forth in Section 7.1 above.

**11.3 Ownership.** Assessments and other funds collected by or on behalf of the Association become the property of the Association; no Unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No owner can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

**11.4 Who is Liable for Assessments.** The owner of each Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 20.3 below, whenever title to a condominium parcel is transferred for any reason, the new owner is jointly and severally liable with previous owners for all assessments which came due prior to the transfer and remain unpaid, without prejudice to any right the new owner may have to recover from the previous owners any such amounts paid by the new owner.

**11.5 No Waiver or Excuse from Payment.** The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit against which the assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason

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whatsoever. No Unit owner may be excused from payment of his share of the common expenses unless all Unit owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.3 below as to certain mortgages.

**11.6 Application of Payments; Failure to Pay; Interest.** Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments.

**11.7 Acceleration.** If any special assessment or installment of a regular assessment as to a Unit is unpaid more than thirty (30) days after the due date, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid.

**11.8 Liens.** The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the public records of Escambia County, Florida, stating the name and address of the Association, the description of the condominium parcel, the name of the record owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

**11.9 Priority of Lien.** The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, unless the Claim of Lien was recorded before the mortgage. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by law. Any lease of a Unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

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**11.10 Foreclosure of Lien.** The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

**11.11 Certificate as to Assessments.** Within ten (10) days after request by a Unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Unit owner with respect to the condominium parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby.

**11.12 Liability of Developer for Common Expenses.** The Developer guarantees that from the recording of this Declaration in the public records until the control of the Association is turned over to Unit owners other than the Developer, or 4 year(s) after the first day of the month following the month in which the closing of the purchase and sale of the first condominium Unit, whichever event occurs first, assessments against Unit owners for common expenses will not exceed \$200.00 per month. During this period, Developer and all Units owned by Developer shall not be subject to assessment for common expenses as provided herein. Instead the Developer will fund the difference, if any, between assessments at the guaranteed level receivable from Unit owners other than the Developer and the actual common expenses incurred during the guaranteed period. If, at any time during this period, funds collected from assessments are not sufficient to provide timely payments of all common expenses, the Developer will fund the deficits at the time such payments are due.

**12. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS.** Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

**12.1 Association Maintenance.** The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements and Association Property and certain Limited Common Elements (other than the Limited Common Elements that are required elsewhere herein to be maintained by the Unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each Unit.
- (B) Rough plumbing.
- (C) All installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.

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- (D) The exterior surface of the entrance doors, excluding glass, to the Units.
- (E) All exterior building walls.
- (F) Landscaping on the Condominium Property.
- (G) The pool, bathhouses and related improvements.
- (H) The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building and the concrete slabs and second floor wooden balcony and railing.
- (I) The Association is responsible for the maintenance of all storm water drainage facilities, including retention ponds, all of which shall be maintained in a manner to assure that such operates properly and is consistent with the plans approved by all governmental entities or agencies having jurisdiction thereof.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition made by a Unit owner without prior Association approval as required elsewhere herein, nor shall the Association be responsible for restoration costs if the need for the work was caused by negligence of the Unit owner.

**12.2 Unit Owner Maintenance.** Each Unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and certain Limited Common Elements. The owner's responsibilities include, without limitation:

- (A) Maintenance, repair and replacement of screens, windows and window glass.
- (B) The entrance door to the Unit, including glass, and its interior surface.
- (C) All other doors within or affording access to the Unit.
- (D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit or serving only the Unit.

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- (E) The circuit breaker panel and all electrical wiring going into the Unit from the panel.
- (F) Appliances, water heaters, smoke alarms and vent fans.
- (G) Carpeting and other floor coverings.
- (H) Door and window hardware and locks.
- (I) Shower pans.
- (J) The main water supply shut-off valve for the Unit.
- (K) Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.
- (L) All interior, partition walls which do not form part of the boundary of the Unit.
- (M) All equipment, fixtures and installations located inside or outside of a Unit which furnish air conditioning or heating exclusively to that Unit.

**12.3 Other Unit Owner Responsibilities.** The Unit owner shall also have the following responsibilities:

- (A) Balconies/Patios. Where a Limited Common Element consists of a balcony or patio, the Unit owner who has the right of exclusive use of said balcony or patio shall be responsible for the day-to-day cleaning and care of the surfaces of the walls, floor and ceiling bounding said area, if any; and any fixed glass and sliding glass doors in portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs.
- (B) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association in order to maintain a uniform exterior appearance of the building.
- (C) Modifications and Alterations. If a Unit owner makes any modifications, installations or additions to his Unit or the Common Elements, the Unit owner and his successors in title shall be financially responsible for the insurance, maintenance,

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repair and replacement of the modifications, installations or additions, as well as the cost of repairing any damage to the Common Elements resulting from such modifications, installations or additions.

- (D) Use of Licensed and Insured Contractors. Whenever a Unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, that the proper permits have been obtained, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

**12.4 Appliance Maintenance Contracts.** If there shall become available to the Association a program of contract maintenance for kitchen appliances or water heaters within Units and/or air-conditioning and/or air handlers within individual Units, which the Association determines is to the benefit of the owners to consider, then upon agreement by a majority of the voting interests present, in person or by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the total voting interest in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be common expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the Unit owner.

**12.5 Alteration of Units or Common Elements by Unit Owners.** No owner shall make or permit the making of any material alterations or substantial additions to his Unit without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the Common Elements in any way without prior Board approval. Further, no owner shall make or permit the making of any material alterations or substantial additions to the Common Elements or in any manner change the exterior appearance of any portion of the Condominium without first obtaining the written approval of a majority of the voting interests of the Association.

**12.6 Alterations and Additions to Common Elements and Association Property.** The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the real

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property owned by the Association costing more than \$10,000.00 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the Common Elements or Association Property also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit owner approval is required.

**12.7 Enforcement of Maintenance.** If after reasonable notice the owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit, with or without notice to or consent of the tenant or Unit owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit owner, together with reasonable attorney's fees and other expenses or collection, if any.

**12.8 Negligence: Damage Caused by Condition in Unit.** The owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each Unit owner has a duty to maintain his Unit, any Limited Common Element appurtenant to the Unit (except those Limited Common Elements required to be maintained by the Association, as provided in Section 9.1), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

**12.9 Association's Access to Units.** The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to the Common Elements or one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control (if a master pest control contract has been approved and authorized by the Association) and preventive maintenance of safety equipment such as smoke alarms. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal

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property within the Unit. The Association may retain a pas-key to all Units. If it does, no Unit owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit owner provides the Association with a key. If the Association is not provided with a key to the Unit, the owner shall pay all costs incurred by the Association in gaining entrance to his Unit, and may be liable for any damage to Common Elements or other Units resulting from delay in gaining entrance to his Unit caused by the unavailability of a key.

**12.10 Pest Control.** The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the common expenses. An owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the owner thereof must either permit the Association's pest control company to enter his Unit or must employ a licensed pest control company to enter his Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the common expenses, the election of an owner not to use such service shall not reduce the owner's assessments.

**13. USE RESTRICTIONS.** The use of the Condominium Property shall be in accordance with the following provisions:

**13.1 Units.** Each Unit shall be occupied by the owner, his family, tenants or guests as a private, single-family residence or vacation home and for no other purpose. No business or commercial activity shall be conducted in or from any Unit. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Unit. Such uses are expressly declared customarily incident to residential use.

**13.2 Occupancy When Owner is Present.** There is no restriction on the number of guests, whether related or unrelated to the owner, who may be present at any one time in the Unit simultaneously with the Unit owner, provided, however, the Unit may only be occupied overnight by the number of persons for which the Unit was designed unless written approval is obtained in advance from the Association.

**13.3 Nuisances.** No owner shall use his Unit, or permit it to be used, in any manner which creates an unreasonable hazard to others, or which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

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**13.4 Signs.** No person other than the Developer may post or display "For Sale," "For Rent," "Open House" or other similar signs anywhere on the Condominium Property, except Owner may place one "For Sale" sign (not exceeding 2 feet by 3 feet) in one window of his Unit.

**13.5 Commercial Vehicles/Recreational Vehicles/Boat Trailers.** No commercial truck, or other commercial vehicle, except service vehicles temporarily present on business, and no trailer of any kind, camper, mobile home, or disabled vehicle, shall be parked or stored on the Condominium Property.

**13.6 Use of Common Elements.** Common hallways, stairways and other Common Elements shall not be obstructed, littered, defaced or misused in any manner. Balconies shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

**13.7 Ownership Entities.** Nothing herein shall preclude ownership of a Unit by a corporation, partnership or association, so long as occupation by these entities is for residential purposes and not for operation of a business.

**13.8 Appearance of Condominium Property.** No clothes, sheets, blankets, laundry of any kind or other articles shall be hung from or exposed from any Unit balcony or Common Elements or elsewhere on the Condominium Property. No reflecting material including shades, screens, mirrors or otherwise shall be affixed to windows or glass doors. The Common Elements and Condominium Property shall be kept free and clear of rubbish, debris and other unsightly material. Nothing shall be hung or displayed on the outside walls of a Unit or the building housing the Unit, except that each Unit may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, and may display in any respectful way portable, removable official flags, not larger and 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

**13.9 Pets.** No pets may be kept on the Condominium Property except for usual and ordinary domesticated pets which may be kept by Unit owners subject to the following:

- (A) No more than two pets (limited to dogs, cats and birds) shall be kept in a Unit;
- (B) No pets may be kept in any portion of the Common Elements;
- (C) All dogs and cats brought through Common Elements and upon property owned or used by the Association or commonly used by Unit owners shall be kept on a leash;

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- (D) All pets shall be properly attended at all times and shall not be permitted to cause any nuisance or annoyance of any sort whatsoever to any of the occupants of the Units.
- (E) The owner of pets shall be responsible for preventing pets from voiding excrement on any portion of the Condominium Property except for those areas that may be designated for such purpose by the Association, and pet owners shall promptly remove and properly dispose of all such pet excrement by use of "pooper scoopers" or similar devices;
- (F) The owner of a pet shall indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever caused by the pet.

**13.10 Garbage.** All garbage placed in trash receptacles will be placed in heavy duty plastic bags and tied and secured with twist ties or otherwise securely closed.

**13.11 Transfer of Units.** A Unit owner may transfer, sell or convey any Unit without the approval of the Association.

**13.12 Increase in Insurance.** A Unit owner shall not permit or suffer anything to be done or kept in his or her or its Unit which will increase the insurance rates on his or her or its Unit, the Common Elements or the Condominium Property or which will obstruct or interfere with the rights of other Unit owners or the Association or annoy any other Unit owner by unreasonable noises or otherwise; nor shall a Unit owner commit or permit any nuisance, immoral or illegal act or activity in his or her or its Unit or on or about the Common Elements.

**13.13 Condition of Unit.** Each Unit owner shall keep his or her or its Unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors, windows or balconies thereof any dirt or other substances.

**13.14 Hurricane Preparation.** Each Unit owner who plans to be absent from his Unit during the hurricane season must prepare the Unit prior to departure by removing all furniture, potted plants and other removable objects, if any, from the balcony, and by designating (in writing) a reputable or responsible firm or individual satisfactory to the Association to care for the Unit should the Unit suffer hurricane damage. No hurricane shutters may be installed without first applying in writing on a form supplied by the Association and without the prior written consent of the Association, which consent shall not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the Unit owners expense or they shall be removed.

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**13.15 No Time Share Units.** No Unit shall be sold, conveyed, assigned or partially assigned, on a Time Share basis.

**13.16 Use of Storage Space.** The use of storage space shall be governed by the rules and regulations promulgated by the Association but in all events such use shall be for the storage of personal property by the Unit owners for those occupying the Unit.

**13.17 Parking.** Parking for guests and Unit owner shall be in the parking spaces designated on the attached Exhibit "C" and is on a non-reserved basis.

**13.18 Unit Floor Coverings.** All floors in second story Units shall be covered at all times with carpeting with the exception of bathrooms, kitchens and foyers which may be covered with vinyl-type floor covering of a non-rigid nature in order to reduce sound transmission to adjoining Units. Floors in first story Units may be covered with tile.

#### **14. LEASING OF UNITS.**

**14.1 Leasing Requirements.** A Unit may be leased by the owner or the owner's agent provided that the Unit is used only as a residence; that the Unit is occupied by no more individuals than the Unit is designed to accommodate; and provided such use by the tenant or tenants does not create a nuisance. A Unit owner may lease or rent his own Unit himself, or through agents, to any lessee provided that he furnishes the Association with the names of all tenants or the name of the rental agent responsible for renting the Unit and provided that such lease must have an initial term of no less than thirty (30) days. All leases are subject to the provisions of this Declaration and the other Condominium Documents and failure to comply with said provisions shall be a default under any lease of any Unit whether so stated in said lease. All of the foregoing may be enforced by the Association. The leasing of a Unit shall not relieve the owner thereof from the obligations required of such owner as provided in this Declaration or as provided in any rules and regulations promulgated by the Association.

**14.2 Regulation by Association.** A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium Documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

**15. INSURANCE.** In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

**15.1 By the Unit Owner.** Each Unit owner is responsible for insuring his own Unit, and the personal property therein, including all floor, wall and ceiling coverings, built-in cabinets and appliances, water heaters, air conditioning and heating equipment,

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and electrical fixtures, and all alterations, additions and improvements made to the Unit or the Common Elements by the owner or his predecessors in title. Each Unit owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance.

**15.2 Association Insurance: Duty and Authority to Obtain.** The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Unit owners without naming them, and their mortgagees, as their interests shall appear.

**15.3 Required Coverage.** The Association shall maintain adequate insurance covering all of the buildings and the Common Elements as well as all Association Property, in amounts determined annually by the Board of Directors, such insurance to afford the following protection:

- (A) **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.
- (B) **Liability.** Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner.
- (C) **Automobile.** Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.
- (D) **Compensation.** The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.
- (E) **Fidelity Bond.** As required by law.

**15.4 Optional Coverage.** The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Unit owners. Some of the more common options include:

- (A) Broad Form Comprehensive General Liability Endorsement.

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- (B) Directors and Officers Liability.
- (C) Medical Payments.
- (D) Leakage, seepage and wind-driven rain.

**15.5 Description of Coverage.** A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by Unit owners or their authorized representatives upon request.

**15.6 Waiver of Subrogation.** If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association Unit owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

**15.7 Insurance Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Unit owners and their respective mortgagees in the following shares:

- (A) Common Elements. Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit owner being the same as his share in the Common Elements.
- (B) Units. Proceeds on account of damage within the Units shall be held in undivided shares based on the prorated amount of damage within each damaged Unit as a percentage of the total damage within all Units.
- (C) Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Unit or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

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**15.8 Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit owners in the following manner:

- (A) **Cost of Reconstruction or Repair.** If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to Unit owners and their mortgagees being paid jointly to them.
- (B) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit owners and their mortgagees being payable jointly to them.

**15.9 Association as Agent.** The Association is hereby irrevocably appointed as agent for each Unit owner to adjust all claims arising under insurance policies purchased by the association for damage or loss to the Condominium Property.

**16. RECONSTRUCTION OR REPAIR AFTER CASUALTY.** If any part of the Condominium Property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

**16.1 Damage to Units.** Where loss or damage occurs within one or more Units, any Association insurance proceeds on account of the loss or damage, less the deductible, shall be distributed to the owner(s) of the damaged Unit(s) in shares as provided in Section 15.7 above. The owner(s) of the damaged Unit(s) shall be responsible for reconstruction and repair.

**16.2 Damage to Common Elements - Less than "Very Substantial".** Where loss or damage occurs to the Common Elements, but the loss is less than "very substantial," as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

- (A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.
- (B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the Common Elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment

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against all Unit owners in proportion to their shares in the Common Elements for the deficiency. Such special assessments need not be approved by the Unit owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

**16.3 "Very Substantial" Damage.** As used in this Declaration, the term "very substantial" damage shall mean loss or damage caused by a common occurrence whereby at least three-fourths (3/4) of the total Units cannot reasonably be rendered habitable within sixty (60) days. Should such "very substantial" damage occur then:

- (A) The Board of Directors and the officers, or any of them, are authorized, regardless of any other provision of this Declaration, to take such action as may reasonably appear to be necessary under emergency conditions to evacuate or shore-up structures and salvage property, to engage security to protect against criminal acts, and alter the Condominium Property or Association Property as might be reasonable under the circumstances to protect the Condominium Property or Association Property from further damage or deterioration. This authority includes the authority to expend any and all available Association funds.
- (B) The Board of Directors shall endeavor to obtain comprehensive, detailed estimates of the cost of repair and restoration.
- (C) A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:
  - (1) If the insurance proceeds, reserves and other Association funds available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished with a special assessment not exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred, then the damaged property shall be restored or repaired unless two-thirds (2/3) of the total voting interests vote for termination, in which case the Condominium shall be terminated.

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- (2) If upon the advice of legal counsel, it appears unlikely that the then applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of Units; or if the insurance proceeds, reserves and other Association funds available for restoration and repair are not sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can only be accomplished by levying special assessments exceeding fifteen percent (15%) of the total annual budget for the year in which the casualty occurred, then unless two-thirds (2/3) of the total voting interests vote in favor of such special assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If the requisite number of Unit owners approve reconstruction, the Board of Directors shall levy such assessments as are necessary and shall proceed to negotiate and contract for necessary repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and restoration of the property. Notwithstanding the foregoing, any election to terminate the condominium must have the approval of the holders of first mortgages on Units to which at least 51% of Units subject to mortgages held by such first mortgage holders are allocated.
- (D) If any dispute shall arise as to whether "very substantial" damage has occurred, or as to the amount of special assessments required, a determination approved by at least two-thirds (2/3) of the Board of Directors shall be conclusive, and shall be binding upon all Unit owners.

**16.4 Application of Insurance Proceeds.** It shall be presumed that the first monies disbursed for repair and restoration are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the Unit owners, except as otherwise provided in Section 15.7(C) above.

**16.5 Equitable Relief.** In the event of damage to the Common Elements which renders any Unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the uninhabitable Unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is

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commenced within nine (9) months following the damage or destruction, and is substantially completed within nine (9) months thereafter.

**16.6 Plans and Specifications.** Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the owners of at least three-fourths (3/4) of the Units and approval of 51% of the holders of first mortgages on Units. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space or percentage ownership of Common Elements of any Unit without the consent of the Unit owners and his institutional mortgagee, if any.

## **17. CONDEMNATION.**

**17.1 Deposit of Awards with Association.** The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit owners, the Unit owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting Unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

**17.2 Determination Whether to Continue Condominium.** Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

**17.3 Disbursement of Funds.** If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

**17.4 Association as Agent.** The Association is hereby irrevocably appointed as each Unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.

**17.5 Units Reduced but Habitable.** If the condemnation reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

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- (A) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the Unit.
- (B) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.
- (C) Adjustment of Shares in Common Elements. If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

**17.6 Unit Made Not Habitable.** If the condemnation is of an entire Unit or reduces the size of a Unit so that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

- (A) Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagee(s).
- (B) Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by some or all Unit owners in a manner approved by the Board of Directors.
- (C) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit owners. This shall be done by restating the shares of continuing Unit owners in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

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- (D) **Assessments.** If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special assessment against all Unit owners who will continue as owners of Units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those owners in the Common Elements after the changes affected by the taking.
- (E) **Arbitration.** If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser, who shall appraise the Unit and determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of his own appraiser.

**17.7 Taking of Common Elements.** Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation, if any. If a Unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the Unit.

**17.8 Amendment of Declaration.** Any changes in Units and in the Common Elements, in the ownership of the Common Elements, and in the sharing of common expenses that are necessitated by condemnation shall be accomplished by amending this Declaration in accordance with Sections 17.5 and 17.6 above. Such amendment must be approved by the owners of 51% of the Units. Such amendment must also be approved by the holders of first mortgages on Units to which at least 51% of the votes of Units subject to first mortgages are allocated.

**18. TERMINATION.** The Condominium may be terminated in the following manner:

**18.1 Agreement.** The Condominium may be terminated at any time by written agreement of the owners of at least eighty percent (80%) of the Units, and the Institutional Mortgagees holding first mortgages on those Units. When the Board of

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Directors intends to terminate the condominium, the Board shall notify the Division of Florida Land Sales, Condominiums, and Mobile Homes before taking any action to terminate the Condominium or Association, and shall thereafter provide the Division with all other information and notifications, pursuant to Florida Statute §718.117, as amended.

**18.2 Very Substantial Damage.** If the Condominium, as a result of casualty, suffers "very substantial damage" to the extent defined in Section 16.3, and it is not decided as therein provided that it will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will thereby terminate without agreement.

**18.3 General Provisions.** Upon termination, the former Unit owners shall become the owners, as tenants in common, of all condominium and Association Property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the Common Elements. The mortgagee or lienor of a Unit owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other assets of the Association which he may become entitled to receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association, executed with the formalities of a deed, and certifying as to the facts effecting the termination. Termination shall become effective when that certificate is recorded in the public records of Escambia County, Florida.

**18.4 New Condominium.** The termination of the Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

**18.5 Partition; Sale.** Following termination, the former Condominium Property and Association Property may be partitioned and sold upon the application of any Unit owner. If following a termination, at least seventy-five percent (75%) of the voting interests agree to accept an offer for the sale of the property, all owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

**18.6 Last Board.** The termination of the Condominium does not, by itself, terminate the Association. The members of the last Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration for the purpose of winding up the affairs of the Association.

**18.7 Provisions Survive Termination.** The provisions of this Section 18 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

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## **19. ENFORCEMENT.**

**19.1 Duty to Comply; Right to Sue.** Each Unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the Condominium Documents and the rules and regulations of the Association. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a Unit owner against:

- (A) The Association;
- (B) A Unit owner;
- (C) Anyone who occupies or is a tenant or guest in a Unit; or
- (D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

**19.2 Waiver of Rights.** The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a Unit owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that Unit owners or Directors may waive notice of specific meetings as provided in the Bylaws. Any written instrument or instruction given by a purchaser or Unit owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act or the Condominium Documents.

**19.3 Attorney's Fees.** In any legal proceeding arising out of an alleged failure of a guest, tenant, Unit owner or the Association to comply with the requirements of the Condominium Act, the Condominium Documents, or the Association's rules and regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court.

**19.4 No Election of Remedies.** All rights, remedies and privileges granted to the Association or Unit owners under the law and the Condominium Documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

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## **20. RIGHTS OF MORTGAGEES.**

**20.1 Approvals.** Written consent of the institutional mortgagee of a Unit shall be required for any amendment to the Declaration which would decrease the Unit's share of ownership of the Common Elements, except as otherwise provided in Sections 17.5(C), 17.6(C) and 17.8.

**20.2 Notice of Casualty or Condemnation.** In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on an affected Unit shall be entitled to notice.

**20.3 Mortgage Foreclosure.** Except as limited by the Condominium Act as it may be amended from time to time, if the mortgagee of a first mortgage of record acquires title to a condominium parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the mortgagee shall be liable for the share of common expenses or assessments attributable to the condominium parcel, or chargeable to the former owner of the parcel, which came due prior to the mortgagee's acquisition of title. Any unpaid share of common expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Unit owners. No acquirer of title to a condominium parcel by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

**20.4 Redemption.** If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. Any mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

**20.5 Right to Inspect Books.** The Association shall make available to institutional mortgagees requesting same current copies of the Condominium Documents and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

**20.6 Financial Statement.** Any institutional mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.

**20.7 Lender's Notices.** Upon written request to the Association, any institutional mortgagee shall be entitled to timely written notice of:

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- (A) Any sixty (60) day or longer delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds a mortgage.
- (B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- (C) Any proposed action that requires the consent of a specified percentage of mortgage holders.
- (D) Any proposed amendment of the Declaration affecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the common elements or limited common elements appertaining to any Unit or the liability for common expenses attributable to any Unit, (iii) the number of votes appertaining to any Unit or (iv) the purposes to which any Unit or the common elements are restricted.
- (E) Any proposed termination of the condominium.
- (F) Any condemnation loss or any casualty loss which affect a material portion of the condominium or which affects any Unit on which there is a first mortgage held by such mortgagee.

**21. DEVELOPER'S RIGHTS AND DUTIES.** Notwithstanding the other provisions of this Declaration, as long as the Developer or any assignee of the Developer's rights holds any Units in the Condominium for sale in the ordinary course of business, the following shall apply:

**21.1 Developer's Use.** Until the Developer has completed all of the contemplated improvements and has sold all of the Units in the Condominium, neither the Unit owners nor the Association, nor any person's use of the Condominium Property shall unreasonably interfere with the completion of the contemplated improvements or the sale of Units. The Developer may make any use of the unsold Units and the Common Elements and Association Property as may reasonably be expected to facilitate completion of contemplated improvements and sales of Units, including, but not limited to, maintaining a sales office and/or model Units, displaying signs, leasing Units, and showing Units to prospective purchasers.

**21.2 Assignment.** All or any of the rights, privileges, powers and immunities granted or reserved to the Developer in the Condominium Documents may be assigned by the Developer to any successor developer, without the consent of any other Unit owner or any holder of a mortgage secured by any Unit. In the event of the foreclosure of any mortgage owed by the Developer, or deed in lieu of such foreclosure,

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the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Developer.

**21.3** This subparagraph intentionally left blank.

**21.4 Amendments by Developer.** The Developer has the right under the Condominium Act to amend this Declaration and its recorded exhibits for certain purposes, including, but not limited to, adding Additional Phases as contemplated herein. Said amendments may be made and executed solely by the Developer and recorded in the public records of Escambia County, Florida, without any requirement of securing the consent of any Unit owner, the Association, or the owner or holder of any lien encumbering a condominium parcel.

**21.5 Sales of Units.** The Developer shall have the right to sell or transfer ownership of any Unit owned by it to any person or entity, on such terms and conditions as the Developer deems in its own best interest.

**21.6 Turnover.** The Developer may turn over control of the Association to Unit owners other than the Developer prior to the dates specified by the Condominium Act by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit owners other than the Developer to elect Directors and assume control of the Association. Provided that at least ninety (90) days notice of the Developer's decision to cause its appointees to resign is given to Unit owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations, even if Unit owners other than the Developer refuse or fail to assume control of the Association, subject to any contrary provisions of Florida law.

**22. AMENDMENT OF DECLARATION.** Except as otherwise provided above as to amendments made by the Developer, all amendments to this Declaration shall be proposed and adopted in the following manner:

**22.1 Proposal.** Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by the owners of at least one-fourth (1/4) of the Units.

**22.2 Procedure.** Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given.

**22.3 Vote Required.** Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended if the proposed amendment is approved by at least two-thirds (2/3) of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose. Prior to the assumption of control of the Association by Unit owners other

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than the Developer, this Declaration and any of its recorded exhibits may be amended by a two-thirds (2/3) vote of the Board of Directors.

**22.4 Certificate: Recording.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Escambia County, Florida.

**22.5 Proviso.** No amendment to this Declaration may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the owner of a parcel shares the common expenses and owns the common surplus, unless all record owners of the Unit, any institutional mortgagee holding a mortgage on the Unit, and the owners of at least a majority of the Units, consent to the amendment. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 16. No amendment shall operate to unlawfully discriminate against any Unit owner nor against any class of Unit owners.

**22.6 Enlargement of Common Elements.** The Common Elements designated by this Declaration may be enlarged to add real property acquired by the Association through amendment of this Declaration. The amendment must be approved by at least two-thirds (2/3) of the voting interests, but no other person need join in or consent to the amendment. The amendment divests the Association of title and vests title in the Unit owners without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements that are appurtenant to the Units.

**22.7 Correction of Errors.** If there is an omission or error in this Declaration of Condominium or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Condominium Act.

**22.8 Amendment of Provision Relating to Developer.** As long as the Developer holds any Unit in the Condominium for sale in the ordinary course of business, no amendment to this Declaration shall be effective to change any of the rights reserved to the Developer without the Developer's written consent.

**23. NONBINDING ARBITRATION.** As a condition precedent to the filing of any litigation relating or pertaining to any dispute (as defined in Florida Statutes, §718,1255), the parties shall engage in mandatory, nonbinding arbitration, pursuant to Florida Statutes, §718, 1255, as amended, and the related procedures as identified by the Division of Florida Land Sales, Condominiums, and Mobile Homes.

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**23.1 Severability.** The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not effect the remaining portions.

**23.2 Applicable Statutes.** The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the Florida Condominium Act, as it exists on the date hereof.

**23.3 Conflicts.** If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.

**23.4 Interpretation.** The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

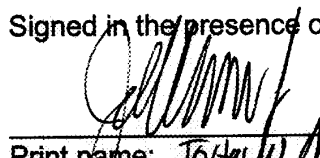
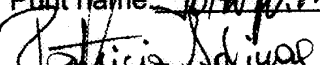
**23.5 Exhibits.** There is hereby incorporated within this Declaration any materials contained in the exhibits hereto which, under the Condominium Act, are required to be part of the Declaration.

**23.6 Singular, Plural and Gender.** Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.


**23.7 Headings.** The headings used in the Condominium Documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

**IN WITNESS WHEREOF,** the Developer has executed this Declaration the day and year first above written.

Signed in the presence of:

  
Print name: Patricia Solinas  
  
Print name: Patricia Solinas

THE MITCHELL COMPANY, INC.,  
an Alabama corporation

By:   
Ken R. Smith President

(CORPORATE SEAL)

DECLARATION

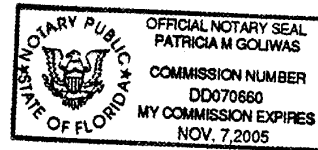
-41-

OR BK 5284 PG1414  
Escambia County, Florida  
INSTRUMENT 2003-171299

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I hereby certify that on the 5<sup>th</sup> day of November, 2002 personally appeared before me Ronald G. Tuttle as Senior Vice President of The Mitchell Company, Inc. in its capacity as Developer of Brigantine Place, Condominium, a Florida condominium, who executed the foregoing certificate in the name and on behalf of said company. He is personally known to me or produced \_\_\_\_\_ as identification.

Patricia M. Golivas  
NOTARY PUBLIC



This instrument prepared by:  
John W. Monroe, Jr., of  
EMMANUEL, SHEPPARD & CONDON  
30 South Spring Street  
Post Office Drawer 1271  
Pensacola, Florida 32596  
M0530-

U:\PMG\IM83747.Brigantine Place\DOC rev 02.wpd

DECLARATION

-42-

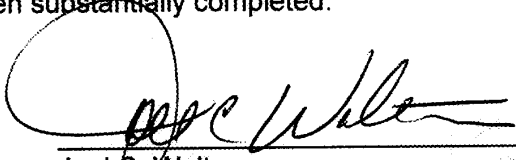
OR BK 5284 PG1415  
Escambia County, Florida  
INSTRUMENT 2003-171299

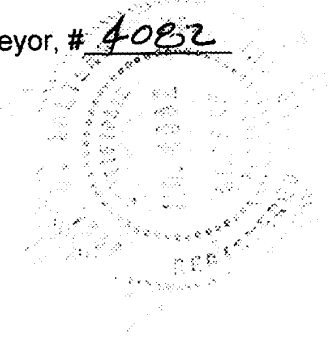
**BRIGANTINE PLACE, A CONDOMINIUM****CERTIFICATE OF SURVEYOR**

I, Joel C. Walters, of Walters Land Surveying, do hereby certify that I am a Registered Land Surveyor, Certificate # 4082, authorized and licensed to practice in the State of Florida, and that construction of the improvements of Phase I of BRIGANTINE PLACE, a CONDOMINIUM is substantially complete so that the provisions of the Declaration of Condominium describing the Phase I condominium property, present an accurate representation of the location and dimensions of the improvements constituting Phase I, and the identification, location and dimensions of the common elements and of each unit in Phase I can be determined from these materials.

I further certify that all planned improvements, including, but not limited to, landscaping, utility services, and access to each unit in Phase I, and the common element facilities serving Phase I, have been substantially completed.

Dated: 11-11-2003

  
Joel C. Walters  
Registered Land Surveyor, # 4082



OR BK 5284 P61416  
Escambia County, Florida  
INSTRUMENT 2003-171299

**EXHIBIT "A"**  
**TO THE DECLARATION OF CONDOMINIUM**  
**OF BRIGANTINE PLACE, A CONDOMINIUM**

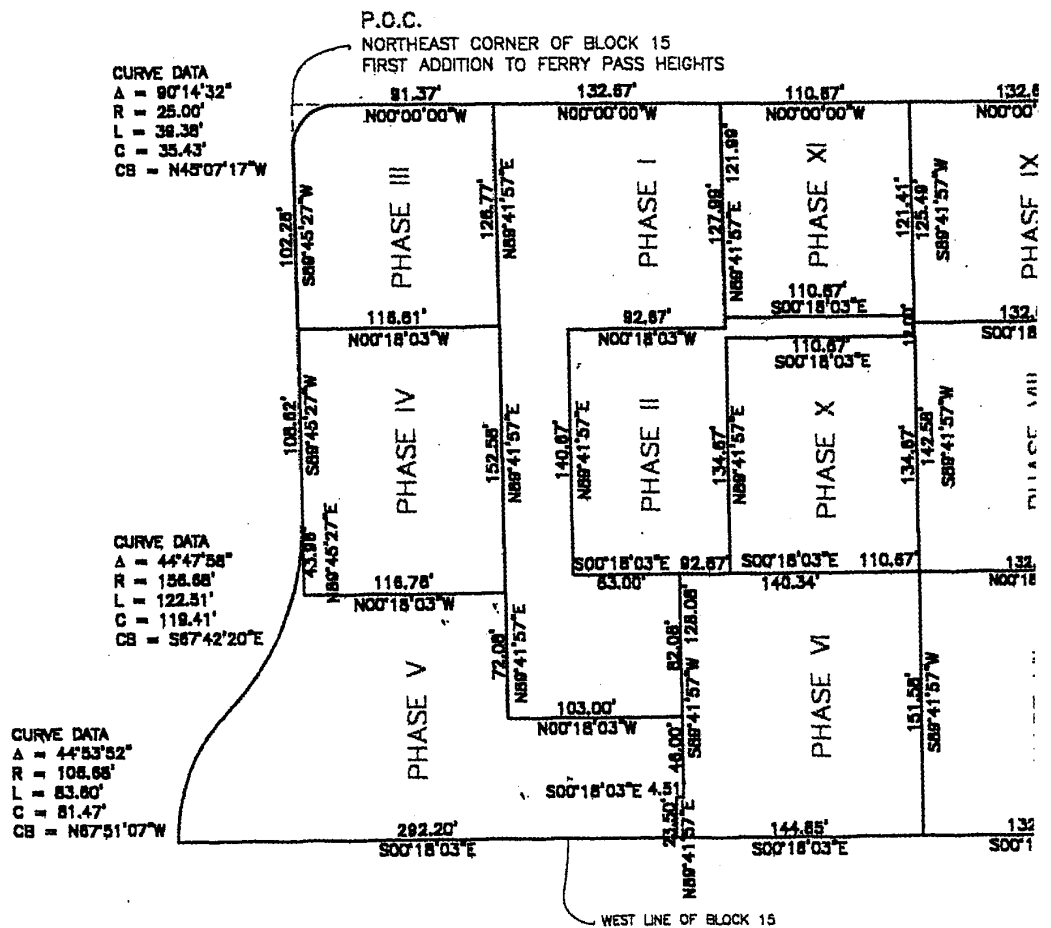
Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 1 at Page 15 of the public records of said County.



DR BK 5284 PG 1417  
Escambia County, Florida  
INSTRUMENT 2003-171299

# BRIGANTINE PLACE, A CONDOMINIUM PENSACOLA, ESCAMBIA COUNTY, FLORIDA COMPOSITE SKETCH OF PHASES

THE CONDITION OF THE ORIGINAL  
DOCUMENT IS REFLECTED IN THE  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS.



OR BK 5284 PG1418  
Escambia County, Florida  
INSTRUMENT 2003-171299

JM  
DA

# WALTERS LAND SURVEYING, INC.

A PROFESSIONAL SERVICE ORGANIZATION

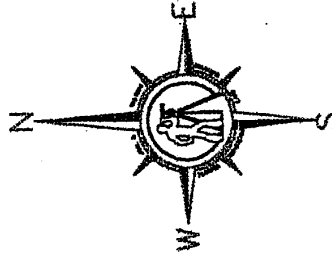
TELEPHONE NO.

7804 West Fairfield Drive  
Pensacola, FL 32506

FAX NO.  
(850) 453-2292

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS.

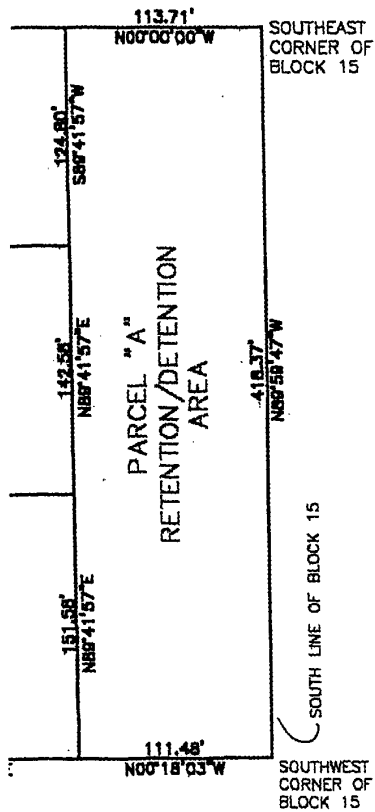


## GRAPHIC SCALE



( IN FEET )

1 inch = 100 ft.



## EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM  
OF BRIGANTINE PLACE, A CONDOMINIUM

PAGE 1 OF 2

OR BK 5284 PG1419  
Escambia County, Florida  
INSTRUMENT 2003-171299

**THE CONDITION OF THE ORIGINAL  
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IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS.**

## BRIGANTINE PLACE, A CONDOM PENSACOLA, ESCAMBIA COUNTY, FL

### Brigantine Place Phase I

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 15, of the public records of said County; thence South 00 degrees 00 Minutes 00 Seconds East along the East line of Said Block 15, a distance of 118.48 feet, to the Point of Beginning; thence continue South 00 degrees 00 Minutes 00 Seconds East, along said East line a distance of 132.67 feet; thence South 89 degrees 41 minutes 57 seconds West for 127.99 feet; thence North 00 degrees 18 minutes 03 seconds West a distance of 92.67 feet; thence South 89 degrees 41 minutes 57 seconds West, a distance of 140.67 feet; thence South 00 degrees 18 minutes 03 seconds East a distance of 63.00 feet; thence South 89 degrees 41 minutes 57 seconds West a distance of 82.08 feet; thence North 00 degrees 18 minutes 03 seconds West a distance of 103.00 feet; thence North 89 degrees 41 minutes 57 seconds East a distance of 351.43 feet, to the Point of Beginning. Containing 0.71 acres more or less.

Together with the following:

### Brigantine Place Parcel "A"

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 15, of the public records of said County; thence South 00 degrees 00 Minutes 00 Seconds East along the East line of Said Block 15, a distance of 492.49 feet, to the Point of Beginning; thence continue South 00 degrees 00 Minutes 00 Seconds East, along said East line a distance of 113.71 feet to the southeast corner of said block; thence North 89 degrees 59 minutes 47 seconds West along the South line of said block for 418.37 feet to the Southwest corner of said Block 15; thence North 00 degrees 18 minutes 03 seconds West along the West line of said block a distance of 111.48 feet; thence North 89 degrees 41 minutes 57 seconds East, a distance of 418.95 feet, to the Point of Beginning. Containing 1.08 acres more or less.

### Brigantine Place Phase II

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 15, of the public records of said County; thence South 00 degrees 00 Minutes 00 Seconds East along the East line of Said Block 15, a distance of 249.15 feet; thence South 89 degrees 41 minutes 57 seconds West for 121.99 feet, to the Point of Beginning; thence continue South 89 degrees 41 minutes 57 seconds West, a distance of 6.00 feet; thence North 00 degrees 18 minutes 03 seconds West a distance of 92.67 feet; thence South 89 degrees 41 minutes 57 seconds West, a distance of 140.67 feet; thence South 00 degrees 18 minutes 03 seconds East a distance of 92.67 feet; thence North 89 degrees 41 minutes 57 seconds East a distance of 134.67 feet; thence South 00 degrees 18 minutes 03 seconds East a distance of 110.67 feet; thence North 89 degrees 41 minutes 57 seconds East a distance of 12.00 feet; thence North 00 degrees 18 minutes 03 seconds West a distance of 110.67 feet, to the Point of Beginning. Containing 0.33 acres more or less.

### Brigantine Place Phase III

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 15, of the public records of said County; thence South 00 degrees 00 Minutes 00 Seconds East along the East line of Said Block 15, a distance of 25.11 feet, to the Point of Beginning; thence continue South 00 degrees 00 Minutes 00 Seconds East, along said East line a distance of 91.37 feet; thence South 89 degrees 41 minutes 57 seconds West for 126.77 feet; thence North 00 degrees 18 minutes 03 seconds West a distance of 118.61 feet, to the South right-of-way line of Bloodsworth Lane (50' r/w); thence North 89 degrees 45 minutes 27 seconds East, along said South right-of-way line a distance of 102.28 feet, to the point of curvature of a curve concave to the Southwest and having a radius of 25.00 feet (Delta = 90 degrees 14 minutes 32 seconds, Chord = 35.43 feet, Chord Bearing = South 45 degrees 07 minutes 17 seconds East); thence Southeasterly along said curve an arc distance of 39.38 feet, to the Point of Beginning. Containing 0.34 acres more or less.

### Brigantine Place Phase IV

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 15, of the public records of said County; thence South 89 degrees 45 minutes 27 seconds West, along the South right-of-way line of Bloodsworth Lane (50' r/w), a distance of 127.39 feet, to the Point of Beginning; thence continue South 89 degrees 45 minutes 27 seconds West, along said South right-of-way line and its Westerly extension, a distance of 152.58 feet; thence South 00 degrees 18 minutes 03 seconds East a distance of 116.76 feet; thence North 89 degrees 41 minutes 57 seconds East for 152.58 feet; thence North 00 degrees 18 minutes 03 seconds West a distance of 118.61 feet, to the aforementioned South right-of-way line and the Point of Beginning. Containing 0.41 acres more or less.

### Brigantine Place Phase V

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 15, of the public records of said County; thence South 89 degrees 45 minutes 27 seconds West, along the South right-of-way line of Bloodsworth Lane (50' r/w), a distance of 236.01 feet, to the Point of Beginning, said point being the point of curvature of a curve concave to the Northeast and having a radius of 156.68 feet, (Delta = 44 degrees 47 minutes 58 seconds, Chord = 119.41 feet, Chord Bearing = North 67 degrees 42 minutes 20 seconds West); thence Northwesterly along said curve an arc distance of 122.51 feet, to a point of reverse curvature of a curve concave to the Southwest and having a radius of 106.68 feet (Delta = 44 degrees 53 minutes 52 seconds, Chord = 81.47 feet, Chord Bearing = North 67 degrees 51 minutes 07 seconds West); thence Northwesterly along said curve an arc distance of 83.60 feet, to the West line of said Block 15; thence South 00 degrees 18 minutes 03 seconds East a distance of 292.20 feet; thence North 89 degrees 41 minutes 57 seconds East for 23.50 feet; thence South 00 degrees 18 minutes 03 seconds East a distance of 4.51 feet; thence North 89 degrees 41 minutes 57 seconds East for 46.00 feet; thence North 00 degrees 18 minutes 03 seconds West a distance of 103.00 feet; thence North 89 degrees 41 minutes 57 seconds East a distance of 72.08 feet; thence North 00 degrees 18 minutes 03 seconds West a distance of 118.76 feet; thence North 89 degrees 45 minutes 27 seconds East for a distance of 43.96 feet, to the aforementioned South right-of-way line and the Point of Beginning. Containing 0.69 acres more or less.

OR BK 5284 PG 1420  
Escambia County, Florida  
INSTRUMENT 2003-171299

IIUM  
IDA

**WALTERS LAND SURVEYING, INC.**  
A PROFESSIONAL SERVICE ORGANIZATION  
TELEPHONE NO. 7604 West Fairfield Drive  
Pensacola, FL 32506 FAX NO. (850) 453-2292

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**Brigantine Place Phase VI**

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 15, of the public records of said County; thence South 00 degrees 00 Minutes 00 Seconds East along the East line of Said Block 15, a distance of 359.82 feet; thence South 89 degrees 41 minutes 57 seconds West for 268.07 feet, to the Point of Beginning; thence continue South 89 degrees 41 minutes 57 seconds West, a distance of 151.58 feet to the West line of said Block 15; thence North 00 degrees 18 minutes 03 seconds West along said West line a distance of 144.85 feet; thence North 89 degrees 41 minutes 57 seconds East, a distance of 23.50 feet; thence South 00 degrees 18 minutes 03 seconds East, a distance of 4.51 feet; thence North 89 degrees 41 minutes 57 seconds East, a distance of 128.08 feet; thence South 00 degrees 18 minutes 03 seconds East a distance of 140.34 feet, to the Point of Beginning. Containing 0.49 acres more or less.

**Brigantine Place Phase VII**

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 15, of the public records of said County; thence South 00 degrees 00 Minutes 00 Seconds East along the East line of Said Block 15, a distance of 359.82 feet; thence South 89 degrees 41 minutes 57 seconds West for 268.07 feet, to the Point of Beginning; thence continue South 89 degrees 41 minutes 57 seconds West, a distance of 151.58 feet to the West line of said Block 15; thence South 00 degrees 18 minutes 03 seconds East along said West line a distance of 132.67 feet; thence North 89 degrees 41 minutes 57 seconds East, a distance of 151.58 feet; thence North 00 degrees 18 minutes 03 seconds West, a distance of 132.67 feet, to the Point of Beginning. Containing 0.46 acres more or less.

**Brigantine Place Phase VIII**

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 15, of the public records of said County; thence South 00 degrees 00 Minutes 00 Seconds East along the East line of Said Block 15, a distance of 359.82 feet; thence South 89 degrees 41 minutes 57 seconds West for 125.49 feet, to the Point of Beginning; thence continue South 89 degrees 41 minutes 57 seconds West, a distance of 142.58 feet; thence South 00 degrees 18 minutes 03 seconds East a distance of 132.67 feet; thence North 89 degrees 41 minutes 57 seconds East, a distance of 142.58 feet; thence North 00 degrees 18 minutes 03 seconds West, a distance of 132.67 feet, to the Point of Beginning. Containing 0.43 acres more or less.

**Brigantine Place Phase IX**

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 15, of the public records of said County; thence South 00 degrees 00 Minutes 00 Seconds East along the East line of Said Block 15, a distance of 359.82 feet, to the Point of Beginning; thence continue South 00 degrees 00 Minutes 00 Seconds East, along said East line a distance of 132.67 feet; thence South 89 degrees 41 minutes 57 seconds West for 124.80 feet; thence North 00 degrees 18 minutes 03 seconds West a distance of 132.67 feet; thence North 89 degrees 41 minutes 57 seconds East, a distance of 125.49 feet, to the Point of Beginning. Containing 0.38 acres more or less.

**Brigantine Place Phase X**

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 15, of the public records of said County; thence South 00 degrees 00 Minutes 00 Seconds East along the East line of Said Block 15, a distance of 359.82 feet; thence South 89 degrees 41 minutes 57 seconds West for 133.41 feet, to the Point of Beginning; thence continue South 89 degrees 41 minutes 57 seconds West, a distance of 134.67 feet; thence North 00 degrees 18 minutes 03 seconds West a distance of 110.67 feet; thence North 89 degrees 41 minutes 57 seconds East, a distance of 134.67 feet; thence South 00 degrees 18 minutes 03 seconds East, a distance of 110.67 feet, to the Point of Beginning. Containing 0.34 acres more or less.

**Brigantine Place Phase XI**

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 15, of the public records of said County; thence South 00 degrees 00 Minutes 00 Seconds East along the East line of Said Block 15, a distance of 249.15 feet, to the Point of Beginning; thence continue South 00 degrees 00 Minutes 00 Seconds East, along said East line a distance of 110.67 feet; thence South 89 degrees 41 minutes 57 seconds West for 121.41 feet; thence North 00 degrees 18 minutes 03 seconds West a distance of 110.67 feet; thence North 89 degrees 41 minutes 57 seconds East, a distance of 121.99 feet, to the Point of Beginning. Containing 0.31 acres more or less.

**EXHIBIT "B"**

TO THE DECLARATION OF CONDOMINIUM  
THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE OF BRIGANTINE PLACE, A CONDOMINIUM  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS.

PAGE 2 OF 2

OR BK 5284 PG1421  
Escambia County, Florida  
INSTRUMENT 2003-171299

# BRIGANTINE PLACE, A CONDOMINIUM PENSACOLA, ESCAMBIA COUNTY, FLC

NOTICE: IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS SPECIFIC PURPOSE SURVEY FOR CONDOMINIUM DC

THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS.

JOY STREET  
(50' R/W)

CURVE DATA "C"  
 $\Delta = 90^{\circ}14'32''$   
 $R = 25.00'$   
 $L = 39.38'$   
 $C = 35.43'$   
 $CB = N45^{\circ}07'17''W$   
 $T = 25.11'$

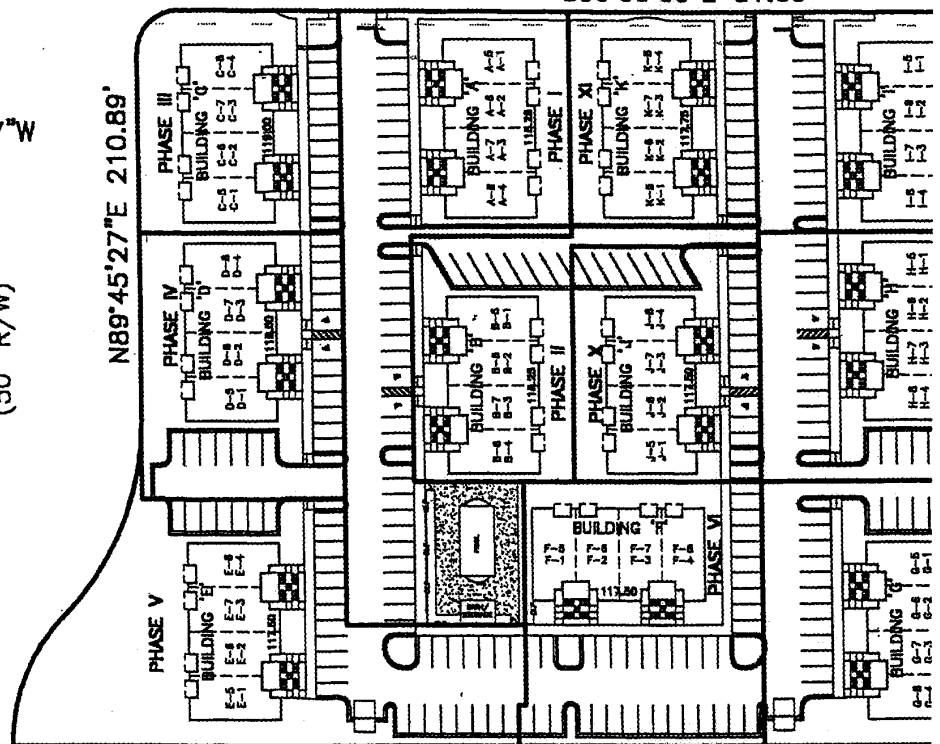
P.O.C.

$S00^{\circ}00'00''E$  81.09'

CURVE DATA "B"  
 $\Delta = 44^{\circ}47'58''$   
 $R = 156.68'$   
 $L = 122.51'$   
 $C = 119.41'$   
 $CB = S67^{\circ}42'20''E$   
 $T = 64.58'$

BLOODSWORTH LANE  
(50' R/W)

$N89^{\circ}45'27''E$  210.89'



CURVE DATA "A"  
 $\Delta = 44^{\circ}53'52''$   
 $R = 106.68'$   
 $L = 83.60'$   
 $C = 81.47'$   
 $CB = N67^{\circ}51'07''W$   
 $T = 44.08'$

## LEGEND:

L.C.E.=LIMITED COMMON ELEMENT  
C.E.=COMMON ELEMENT  
A-1=BUILDING A - UNIT NUMBER

## EXHIBIT "C"

TO THE DECLARATION OF CONDOMINIUM  
OF BRIGANTINE PLACE, A CONDOMINIUM

PLOT PLAN AND SURVEY

PAGE 1 OF 3

NOTE: FOR ALL PHASES, UNITS 1 THROUGH 4 ARE ON THE FIRST FLOOR  
AND UNITS 5 THROUGH 8 ARE ON THE SECOND FLOOR

OR BK 5284 PG1422  
Escambia County, Florida  
INSTRUMENT 2003-171299

IUM

DA

OTHERWISE STATED.  
MENTS

# WALTERS LAND SURVEYING, INC.

TELEPHONE NO.  
(850) 453-4443

A PROFESSIONAL SERVICE ORGANIZATION

7604 West Fairfield Drive  
Pensacola, FL 32506

FAX NO.  
(850) 453-2292

**NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.**

## LAND DESCRIPTION:

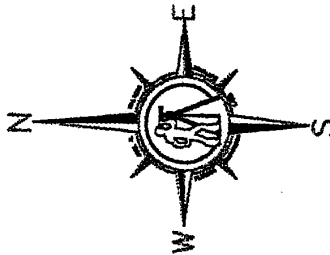
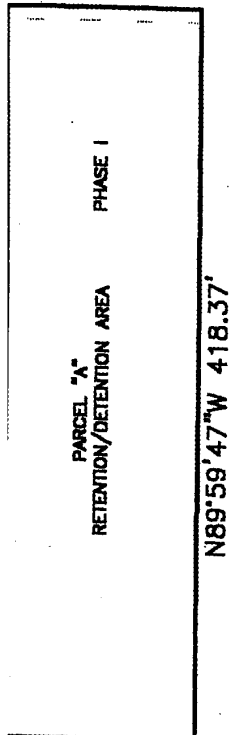
Block 15, First Addition to Ferry Pass Heights a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 1 at Page 15 of the public records of said County.

Source of Information: Land description furnished by client.

All bearings and/or angles and distances are deed except as noted. There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm that may be found in the public records of Escambia County.

Footings, foundations or any other subsurface structures not located. No title work performed by this firm.

Bearings are based on assumed datum, using North 64 degrees 05 minutes 00 seconds West along the right-of-way line of Langley Avenue, as per deed.



**THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS.**

ENCROACHMENTS AND IMPROVEMENTS ARE SHOWN OR NOTED. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAYS AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.

ALL MEASUREMENTS AND/OR ELEVATIONS WERE MADE IN ACCORDANCE TO UNITED STATES STANDARDS AND/OR UNITED STATES COAST AND GEODETIC

DATUM, DISTANCES ARE IN FEET, TENTHS AND HUNDREDTHS OF A FOOT.

THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

JOEL C. WALTERS, FLORIDA REGISTERED LAND SURVEYOR  
(R.L.S. NO. 4082, L.B. NO. 6881)  
7604 WEST FAIRFIELD DRIVE  
PENSACOLA, FLORIDA 32506  
(850)453-4443

OR BK 5284 PG1423  
Escambia County, Florida  
INSTRUMENT 2003-171299

BRIGANTINE PLACE, A CONDOM  
PENSACOLA, ESCAMBIA COUNTY, FL

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IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS.

| NUMBER | RADIUS | DELTA ANGLE | ARC LENGTH | CHORD LENGTH | CHORD DIRECTION |
|--------|--------|-------------|------------|--------------|-----------------|
| C1     | 106.68 | 44°53'52"   | 83.60      | 81.47        | N67°51'07"W     |
| C2     | 156.68 | 44°47'58"   | 122.51     | 119.41       | S67°42'20"E     |
| C3     | 25.00  | 90°14'32"   | 39.38      | 35.43        | S45°07'17"E     |

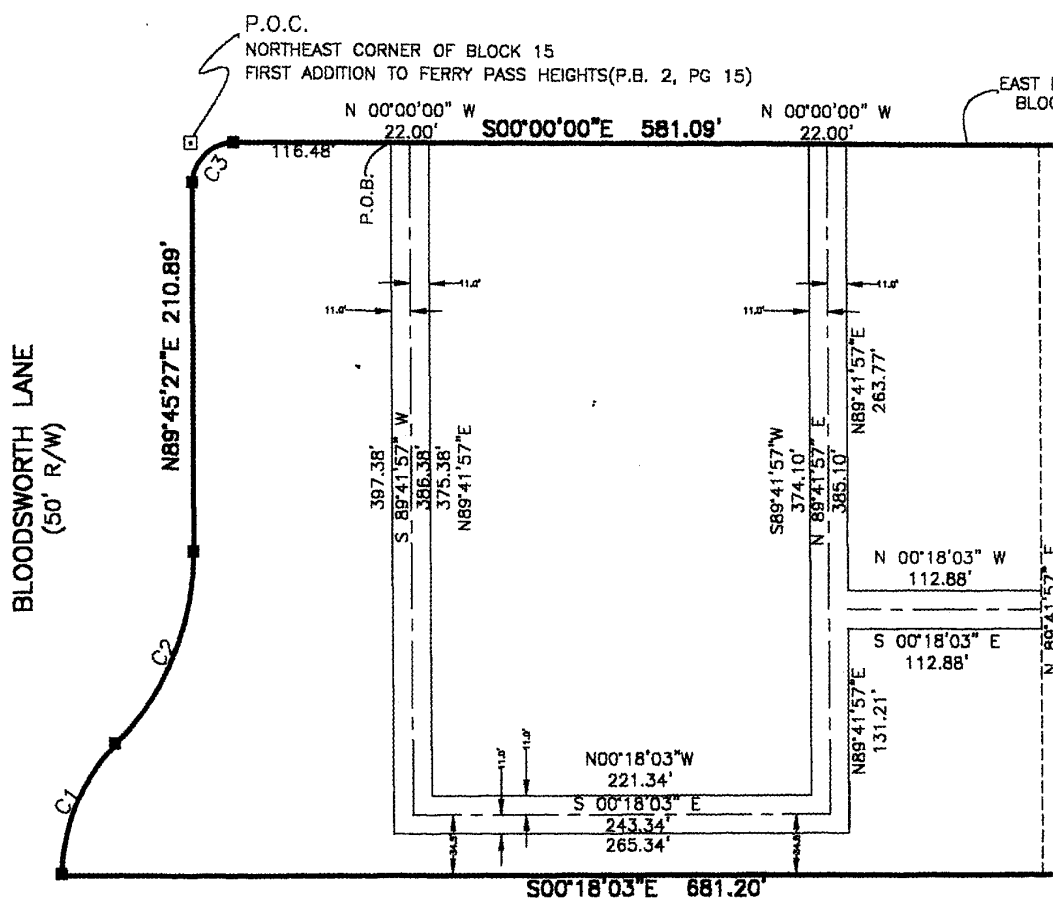


EXHIBIT "C"

TO THE DECLARATION OF CONDOMINIUM  
OF BRIGANTINE PLACE, A CONDOMINIUM

## PLOT PLAN AND SURVEY

PAGE 2 OF 3

OR BK 5284 PG1424  
Escambia County, Florida  
INSTRUMENT 2003-171299

IIUM  
IDA

# WALTERS LAND SURVEYING, INC.

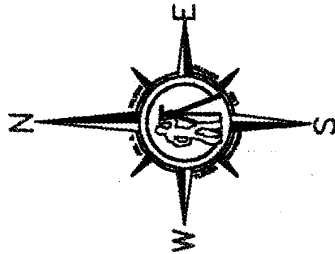
TELEPHONE NO.  
(850) 453-4443

7804 West Fairfield Drive  
Pensacola, FL 32508

FAX NO.  
(850) 453-2292

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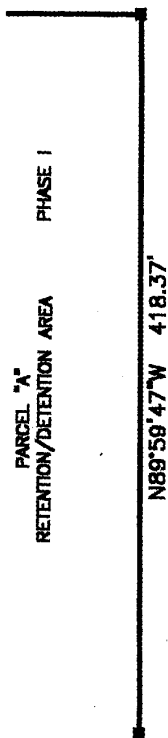
## LEGAL AND SKETCH OF DRAINAGE EASEMENT



DRAINAGE EASEMENT RECORDED IN O.R. BOOK 5281  
PAGE 988 OF THE PUBLIC RECORDS OF ESCAMBIA  
COUNTY, FLORIDA.

THE CONDITION OF THE ORIGINAL  
DOCUMENT IS REFLECTED IN THE  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS.

OF  
5



### LEGAL DESCRIPTION

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at page 15 of the public records of said county; thence South 00°00'00" East along the East line of said Block, a distance of 116.48 feet to the Point of Beginning; thence South 89°41'57" West, a distance of 397.38 feet; thence South 00°18'03" East, a distance of 265.34 feet; thence North 89°41'57" East, a distance of 131.21 feet; thence South 00°18'03" East for a distance of 112.88 feet; thence North 89°41'57" East for a distance of 22.00 feet; thence North 00°18'03" West for a distance of 112.88 feet; thence North 89°41'57" East for a distance of 263.77 feet to the East line of Block 15; thence North 00°00'00" West, a distance of 22.00 feet; thence South 89°41'57" West, a distance of 374.10 feet; thence North 00°18'03" West, a distance of 221.34 feet; thence North 89°41'57" East, a distance of 375.38 feet to the East line of Block 15; thence North 00°00'00" West, a distance of 22.00 feet to the POINT OF BEGINNING.

### LEGEND:

Legend symbols and descriptions for various survey features and measurements.

NOTE: ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

LICENSED BUSINESS #6861  
STATE OF FLORIDA

JOB NO. 03-03-087 FILE NO. 8-8888 SCALE: 1"=100'  
REQUESTED BY: MITCHELL HOMES PREPARED FOR:  
DATE OF SURVEY: 08-24-02 ENCROACHMENTS: AS SHOWN  
FIELD BOOK: 488 PAGE: REVISIONS: 11/05/03 REVISED LEGAL

### SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS,  
SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 81G17-6,  
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GARY F. BYRD, R.L.S. NO. 4400  
STATE OF FLORIDA  
VICE-PRESIDENT

GARY F. BYRD, R.L.S. NO. 4082  
STATE OF FLORIDA  
PRESIDENT

CAD FILE: 0303087  
PROJ. #: 0303087



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SEALED WITH AN  
EMBOSSED SEAL



OR BK 5284 PG1425  
Escambia County, Florida  
INSTRUMENT 2003-171299

# BRIGANTINE PLACE, A CONDOMINIUM PENSACOLA, ESCAMBIA COUNTY, FLOI

THE CONDITION OF THE ORIGINAL  
DOCUMENT IS REFLECTED IN THE  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS.

| NUMBER | RADIUS | DELTA ANGLE | ARC LENGTH | CHORD LENGTH | CHORD DIRECTION |
|--------|--------|-------------|------------|--------------|-----------------|
| C1     | 106.88 | 44°53'52"   | 83.60      | 81.47        | N67°51'07"W     |
| C2     | 156.88 | 44°47'58"   | 122.51     | 119.41       | S67°42'20"E     |
| C3     | 25.00  | 90°14'32"   | 39.38      | 35.43        | S45°07'17"E     |

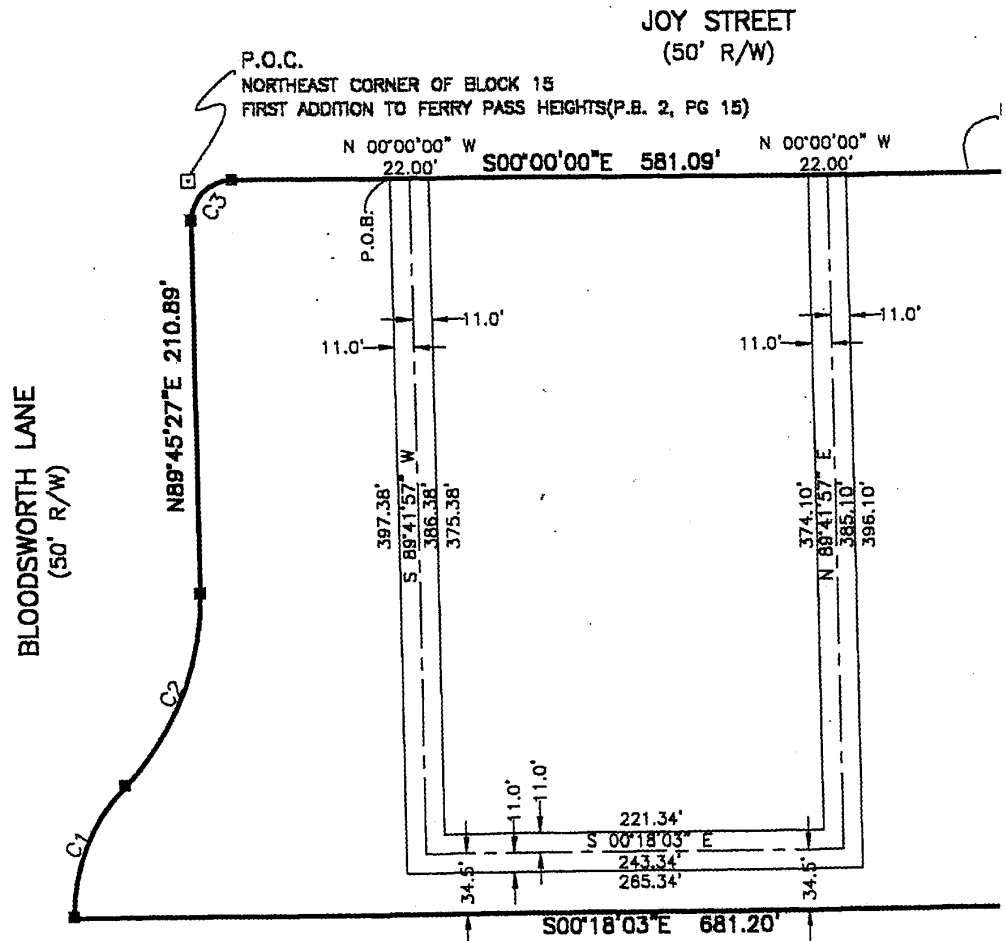


EXHIBIT "C"  
TO THE DECLARATION OF CONDOMINIUM  
OF BRIGANTINE PLACE, A CONDOMINIUM  
PLOT PLAN AND SURVEY  
PAGE 3 OF 3

JM  
DA

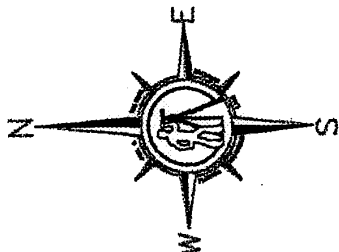
TELEPHONE NO.  
(850) 453-4443

A PROFESSIONAL SERVICE ORGANIZATION

7804 West Fairfield Drive  
Pensacola, FL 32506

FAX NO.  
(850) 453-2292

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



RIGHT-OF-WAY EASEMENT RECORDED IN O.R.  
BOOK 5281, PAGE 1995, OF THE PUBLIC  
RECORDS OF ESCAMBIA COUNTY, FLORIDA

LINE OF  
ICK 15

PARCEL "A"  
RETENTION/DETENTION AREA  
PHASE I

**N 89° 59' 47" W    418.37'**

LEGAL DESCRIPTION

LEGAL DESCRIPTION  
Commence at the Northeast corner of Block 15, First Addition to  
Ferry Pass Heights, a subdivision of a portion of Section 30,  
Township 1 South, Range 30 West, Escambia County, Florida,  
according to the plat recorded in Plat Book 2 at page 15 of  
the public records of said county; thence South 00°00'00" East,  
a distance of 116.48 feet to the Point of Beginning; thence  
South 89°41'57" West, a distance of 397.38 feet; thence South  
00°18'03" East, a distance of 265.34 feet; thence North  
89°41'57" East, a distance of 396.10 feet; thence North  
00°00'00" West, a distance of 22.00 feet; thence South  
89°41'57" West, a distance of 374.10 feet; thence North  
00°18'03" West, a distance of 221.34 feet; thence North  
89°41'57" East, a distance of 375.38 feet; thence North  
00°00'00" West, a distance of 22.00 feet to the POINT OF  
BEGINNING.

THE CONDITION OF THE ORIGINAL  
DOCUMENT IS REFLECTED IN THE  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS.

**LEGEND:**

[illegible]

NOTE: ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

F.E.D. - Fed. of European Drivers  
**LICENSED BUSINESS #5851**  
**STATE OF FLORIDA**

FILE NO. 8-3568 SCALE: 1"=50'

REQUESTED BY: MITCHELL HOMES PREPARED FOR: \_\_\_\_\_  
DATE OF SURVEY: 08-24-02 ENCROACHMENTS: AS SHOWN  
SHEET NO.: 456 PAGE: 1 REVISIONS: \_\_\_\_\_

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS,  
SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-5,  
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GARY F. BYRD, R.L.S. NO. 4400  
STATE OF FLORIDA  
VICE-PRESIDENT

JOHN C. WALTERS, R.L.B. NO. 4083  
STATE OF FLORIDA  
PRESIDENT



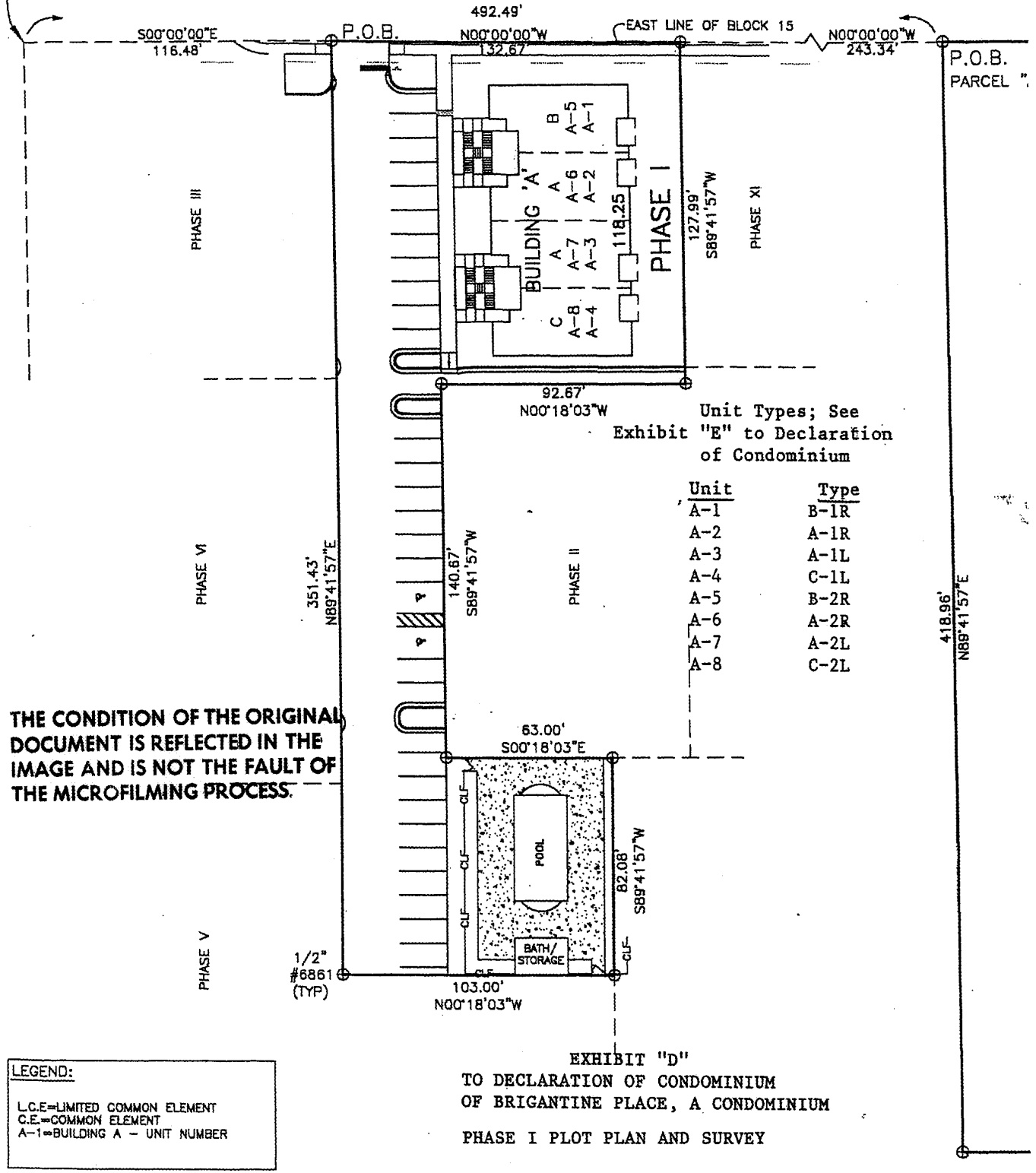
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SEALED WITH AN  
EMBOSSED SEAL

OR BK 5284 PG1427  
Escambia County, Florida  
INSTRUMENT 2003-171299

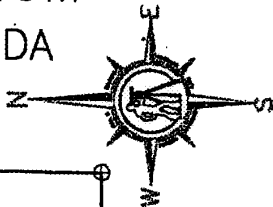
# BRIGANTINE PLACE, A CON PENSACOLA, ESCAMBIA COUNT

P.O.C.  
NORTHEAST CORNER OF BLOCK 15  
FIRST ADDITION TO FERRY PASS HEIGHTS

JOY STREET  
(50' R/W)



OMINIUM  
FLORIDA



00°00'00"W  
113.71

TELEPHONE NO.  
(850) 453-4443

7604 West Fairfield Drive  
Pensacola, FL 32508

FAX NO.  
(850) 453-2292

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

## GRAPHIC SCALE



( IN FEET )

1 inch = 50 ft.

THE CONDITION OF THE ORIGINAL  
DOCUMENT IS REFLECTED IN THE  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS.

Brigantine Place Phase I

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 15, of the public records of said County; thence South 00 degrees 00 Minutes 00 Seconds East along the East line of Said Block 15, a distance of 116.48 feet, to the Point of Beginning; thence continue South 00 degrees 00 Minutes 00 Seconds East, along said East line a distance of 132.67 feet; thence South 89 degrees 41 minutes 57 seconds East for 127.99 feet; thence North 00 degrees 18 minutes 03 seconds West a distance of 92.67 feet; thence South 89 degrees 41 minutes 57 seconds West, a distance of 140.67 feet; thence South 00 degrees 18 minutes 03 seconds East a distance of 63.00 feet; thence South 89 degrees 41 minutes 57 seconds West a distance of 82.08 feet; thence North 00 degrees 18 minutes 03 seconds West a distance of 103.00 feet; thence North 89 degrees 41 minutes 57 seconds East a distance of 351.43 feet, to the Point of Beginning. Containing 0.71 acres more or less.

Together with the following:

Brigantine Place Parcel "A"

Commence at the Northeast corner of Block 15, First Addition to Ferry Pass Heights, a subdivision of a portion of Section 30, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat recorded in Plat Book 2 at Page 15, of the public records of said County; thence South 00 degrees 00 Minutes 00 Seconds East along the East line of said Block 15, a distance of 492.49 feet, to the Point of Beginning; thence continue South 00 degrees 00 Minutes 00 Seconds East, along said East line a distance of 113.71 feet to the southeast corner of said block; thence North 89 degrees 59 minutes 47 seconds West along the South line of said block for 418.37 feet to the Southwest corner of said Block 15; thence North 00 degrees 18 minutes 03 seconds West along the West line of said block a distance of 111.48 feet; thence North 89 degrees 41 minutes 57 seconds East, a distance of 418.96 feet, to the Point of Beginning. Containing 1.08 acres more or less.

Source of Information: Legal description as prepared by undersigned.

All bearings and/or angles and distances are plat except as noted.

There may be additional restrictions, easements and/or right-of-ways that were not furnished to this firm that may be found in the public records of Escambia County. Footings, foundations or any other subsurface structures not located.

No title work performed by this firm.

Bearings are based on assumed datum, using South 00 degrees 00 minutes 00 seconds East along the East line of Block 15, as per deed.

## NOTES

1. IMPROVEMENTS SHOWN ARE PROPOSED.  
2. THIS IS A BOUNDARY SURVEY.

**LEGEND:**

[illegible]

NOTE: ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS

LICENSED BUSINESS #8881  
STATE OF FLORIDA

JOB NO. 03-03-007 FILE NO. B-8886 SCALE: 1"=50'  
REQUESTED BY: MITCHELL HOMER PREPARED FOR: \_\_\_\_\_  
DATE OF SURVEY: 08-24-02 ENCROACHMENTS: AS SHOWN  
FIELD BOOK: 454 PAGE: \_\_\_\_\_ REVISIONS: \_\_\_\_\_

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS,  
SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6,  
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GARY F. SYRO, F.L.S. NO. 4400  
STATE OF FLORIDA  
VICE-PRESIDENT

JOEL C. WALTERS, R.L.S. NO. 4083  
STATE OF FLORIDA  
PRESIDENT



NOT VALID UNLESS  
SEALED WITH AN  
EMBOSSED SEAL

111.48'  
7°18'03"W

OR BK 5284 PG1429  
Escambia County, Florida  
INSTRUMENT 2003-171299

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DOCUMENT IS REFLECTED IN THE  
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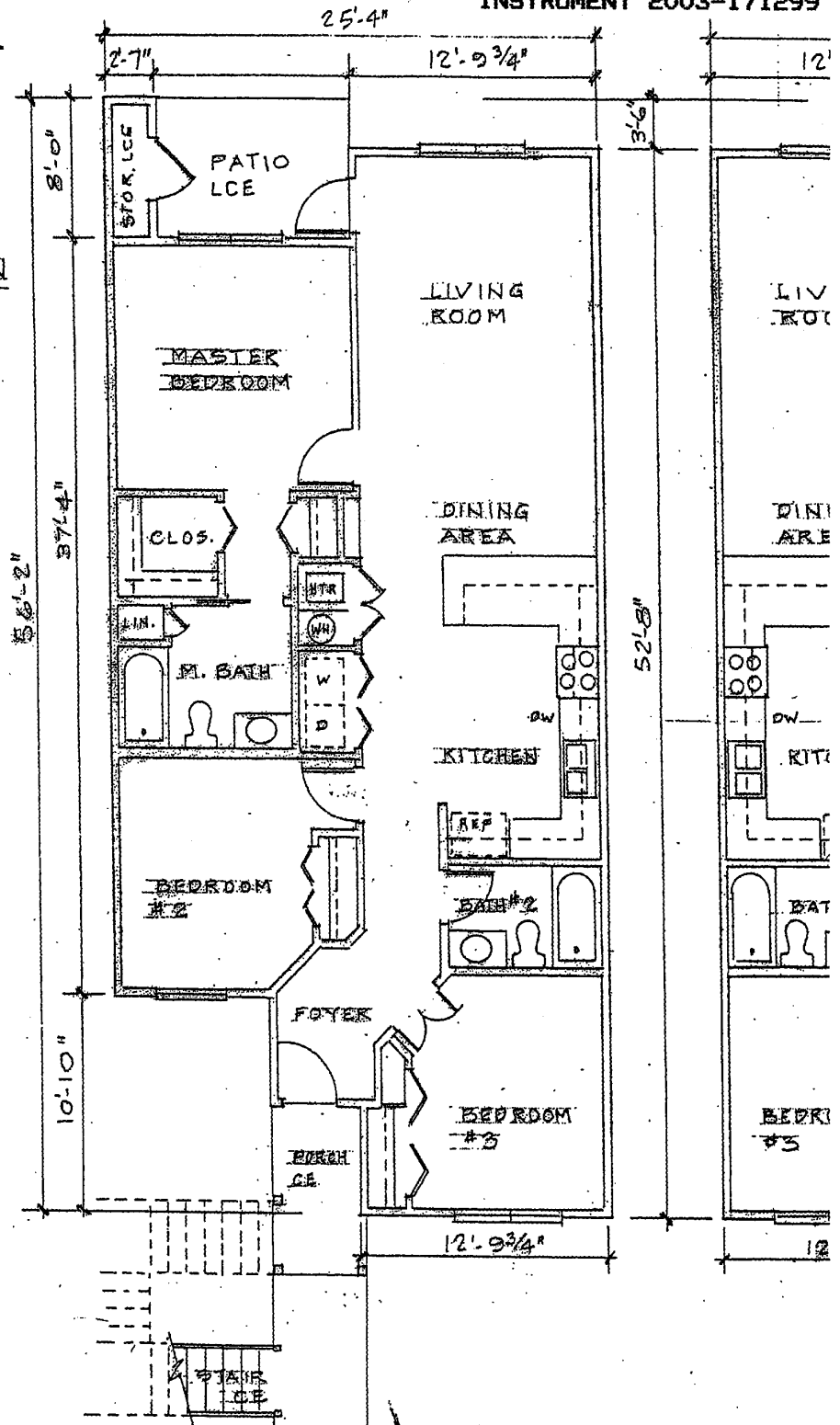
# FIRST FLOOR PLAN

TYPE A-1L

SQ. FT. = 1187

UNIT NO:

A - 3  
B - 3  
C - 3  
D - 3  
E - 3  
F - 3  
G - 3  
H - 3  
I - 3  
J - 3  
K - 3

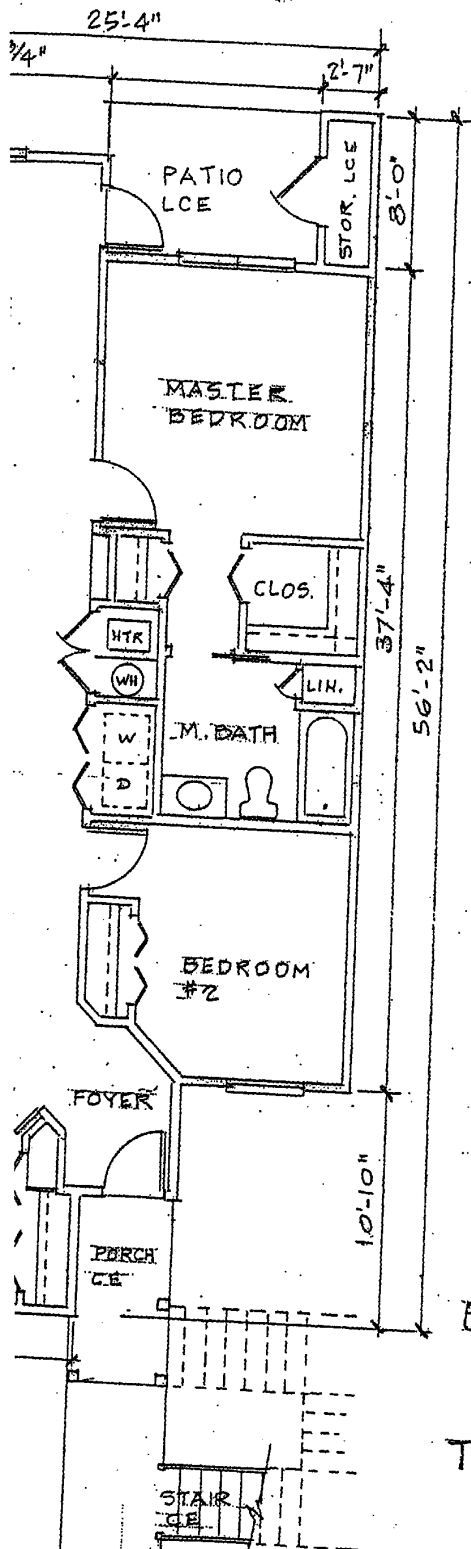


CE = COMMON ELEMENT  
LCE = LIMITED COMMON ELEMENT



GRAPHIC SCALE

DIMENSIONS ARE MEASURED TO FACE OF STUDS



TYPICAL FLOOR PLANS AND ELEVATION  
EXHIBIT "E" TO DECLARATION OF CONDOMINIUM  
FOR BRIGANTINE PLACE

PAGE 1 of 8

OR BK 5284 PG 1430  
Escambia County, Florida  
INSTRUMENT 2003-171299

FIRST FLOOR PLAN

TYPE A-1R

SQ. FT. = 1187

UNIT NO:

|   |   |
|---|---|
| A | 2 |
| B | 2 |
| C | 2 |
| D | 2 |
| E | 2 |
| F | 2 |
| G | 2 |
| H | 2 |
| I | 2 |
| J | 2 |
| K | 2 |

THE CONDITION OF THE ORIGINAL  
DOCUMENT IS REFLECTED IN THE  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS.

BRIGANTINE PLACE  
A CONDOMINIUM

DEVELOPED BY:

THE MITCHELL COMPANY, INC.  
3258 SUMMIT BLVD. #18, PENSACOLA, FL  
850-453-6400  
32503-4350

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HARVEY GANDLER  
ARCHITECT

SECOND FLOOR PLAN

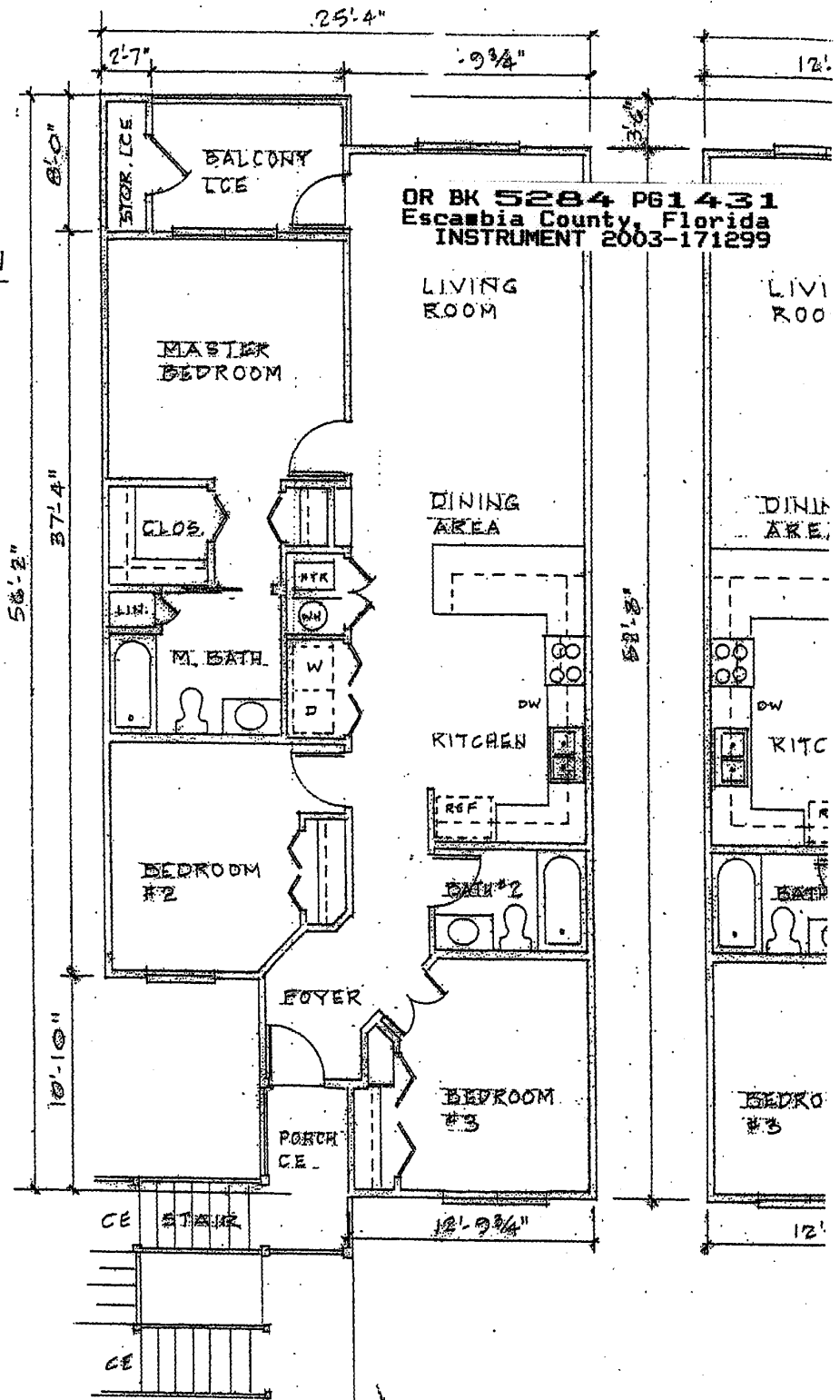
TYPE A-2L

SQ. FT. = 1187

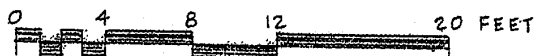
UNIT NO:

- A-7
- B-7
- C-7
- D-7
- E-7
- F-7
- G-7
- H-7
- I-7
- J-7
- K-7

THE CONDITION OF THE ORIGINAL  
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THE MICROFILMING PROCESS.



CE = COMMON ELEMENT  
LCE = LIMITED COMMON ELEMENT



GRAPHIC SCALE

DIMENSIONS ARE MEASURED TO FACE OF STUDS

## TYPICAL FLOOR PLANS AND ELEVATION

EXHIBIT "E" TO DECLARATION OF CONDOMINIUM  
FOR BRIGANTINE PLACE

PAGE 2 of 8

DR BK 5284 PG1432  
Escambia County, Florida  
INSTRUMENT 2003-171299SECOND FLOOR PLAN

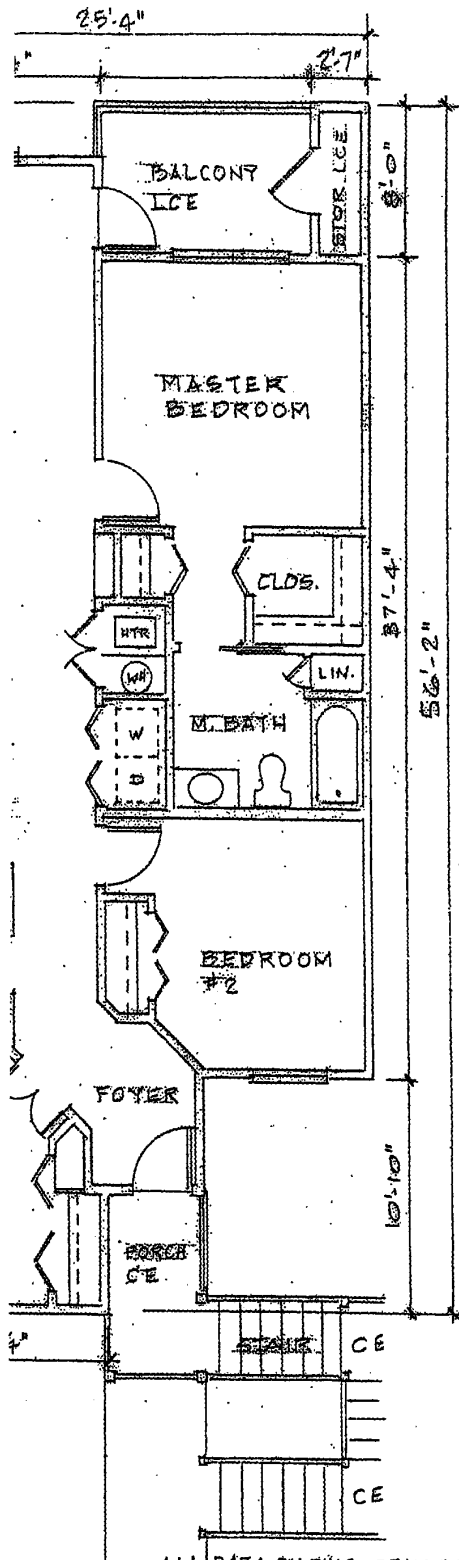
TYPE A-2R

SQ. FT. = 1187

UNIT NO:

- A - 6
- B - 6
- C - 6
- D - 6
- E - 6
- F - 6
- G - 6
- H - 6
- I - 6
- J - 6
- K - 6

THE CONDITION OF THE ORIGINAL  
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THE MICROFILMING PROCESS.

BRIGANTINE PLACE  
A CONDOMINIUM

DEVELOPED BY:

THE MITCHELL COMPANY, INC.

3298 SUMMIT BLVD. #18, PENSACOLA, FL  
850-433-6400 32503-4350

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HARVEY GANDLER  
ARCHITECT256 WACKER LANE  
MOBILE, ALABAMA 36680

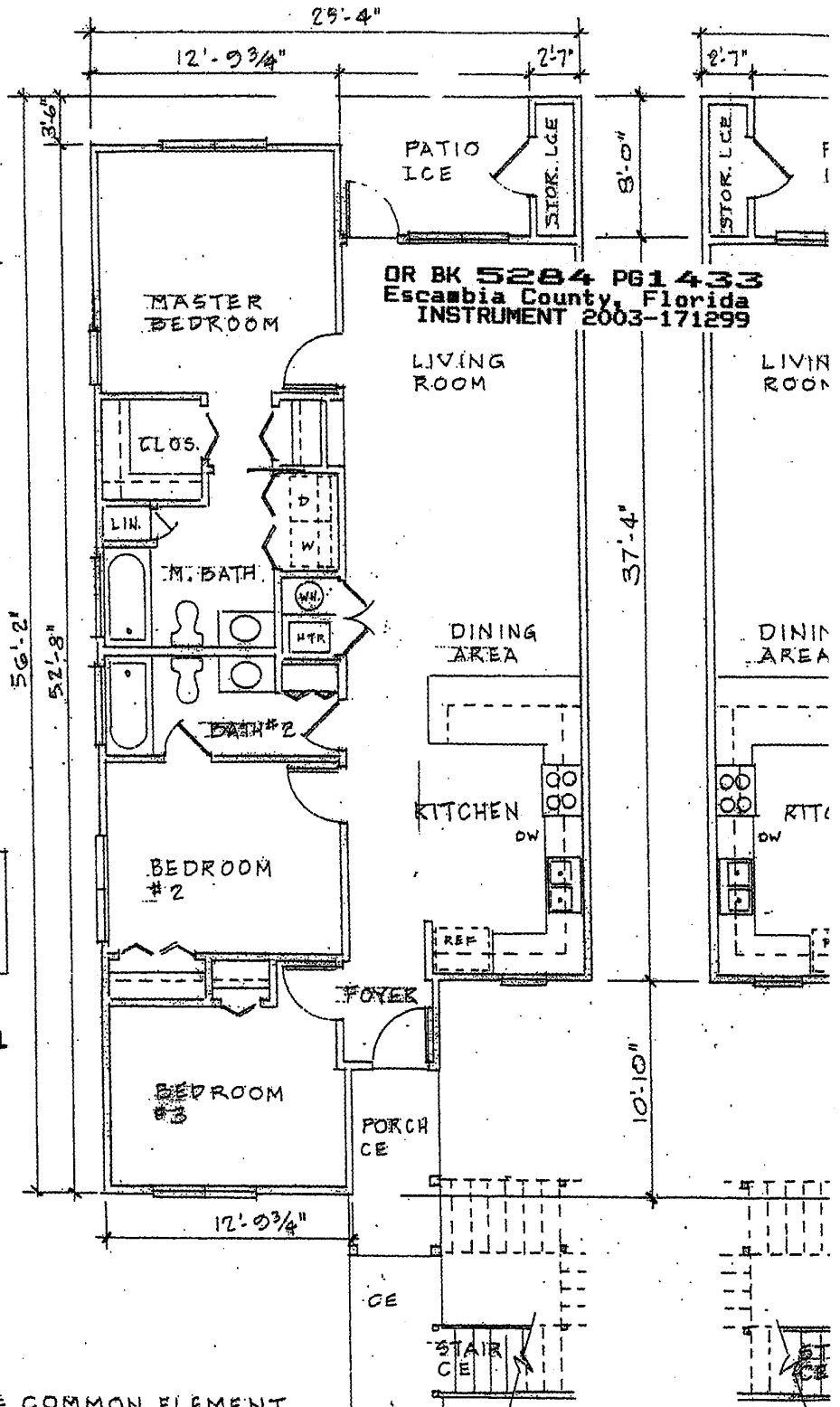


**FIRST FLOOR PLAN****TYPE B-1L****SQ. FT. = 1183****UNIT NO:**

|   |   |
|---|---|
| A | 4 |
| B | 4 |
| C | 4 |
| D | 4 |
| E | 4 |
| F | 4 |
| G | 4 |
| H | 4 |
| I | 4 |
| J | 4 |
| K | 4 |

NOTE: FOR PHASES  
II - XI, UNIT TYPE  
C-1L MAY BE  
SUBSTITUTED

THE CONDITION OF THE ORIGINAL  
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THE MICROFILMING PROCESS.



CE = COMMON ELEMENT  
LCE = LIMITED COMMON ELEMENT

0 4 8 12 20 FEET

GRAPHIC SCALE

DIMENSIONS ARE MEASURED TO FACE OF STUDS

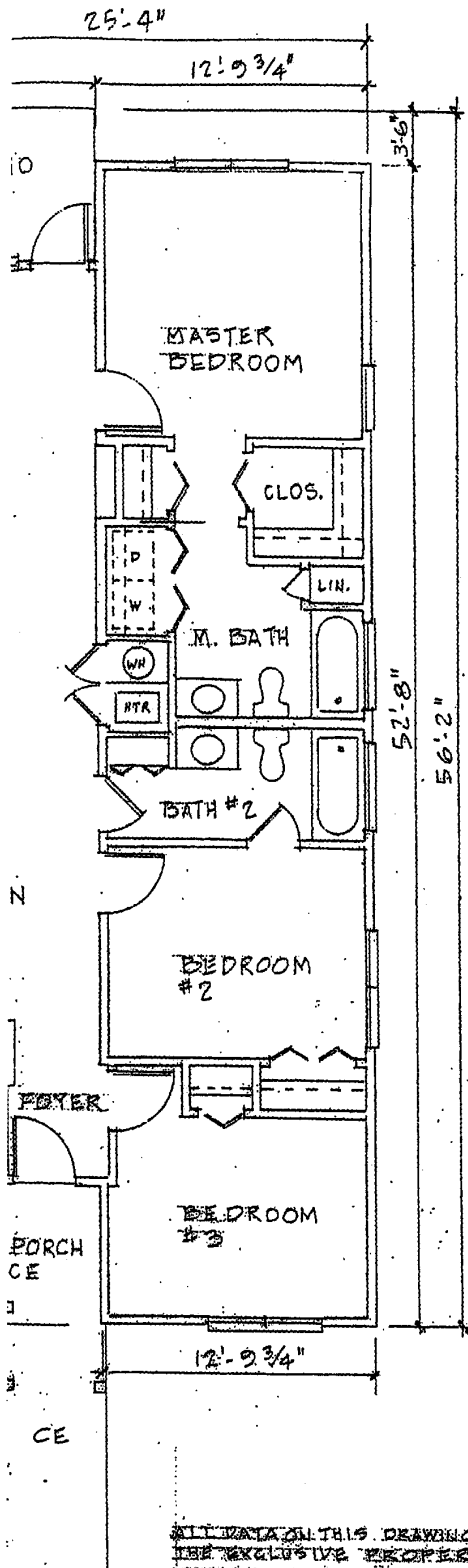


EXHIBIT "E" TO DECLARATION OF CONDOMINIUM  
FOR BRIGANTINE PLACE

PAGE 3 of 8

OR BK 5284 PG1434  
Escambia County, Florida  
INSTRUMENT 2003-171299

FIRST FLOOR PLAN

TYPE B-1R

SQ. FT. = 1183

UNIT NO:

|   |   |
|---|---|
| A | 1 |
| B | 1 |
| C | 1 |
| D | 1 |
| E | 1 |
| F | 1 |
| G | 1 |
| H | 1 |
| I | 1 |
| J | 1 |
| K | 1 |

THE CONDITION OF THE ORIGINAL  
DOCUMENT IS REFLECTED IN THE  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS.

NOTE: FOR PHASES  
II - XI, UNIT TYPE  
C-1R MAY BE  
SUBSTITUTED

BRIGANTINE PLACE

A CONDOMINIUM

DEVELOPED BY:

THE MITCHELL COMPANY, INC.

3298 SUMMIT BLVD #18, PENSACOLA, FL

850-453-6400

32503-4350

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HARVEY GANDLE  
ARCHITECT

258 WACKER LANE  
MOBILE, ALABAMA 36681

SECOND FLOOR PLAN

TYPE B-2L

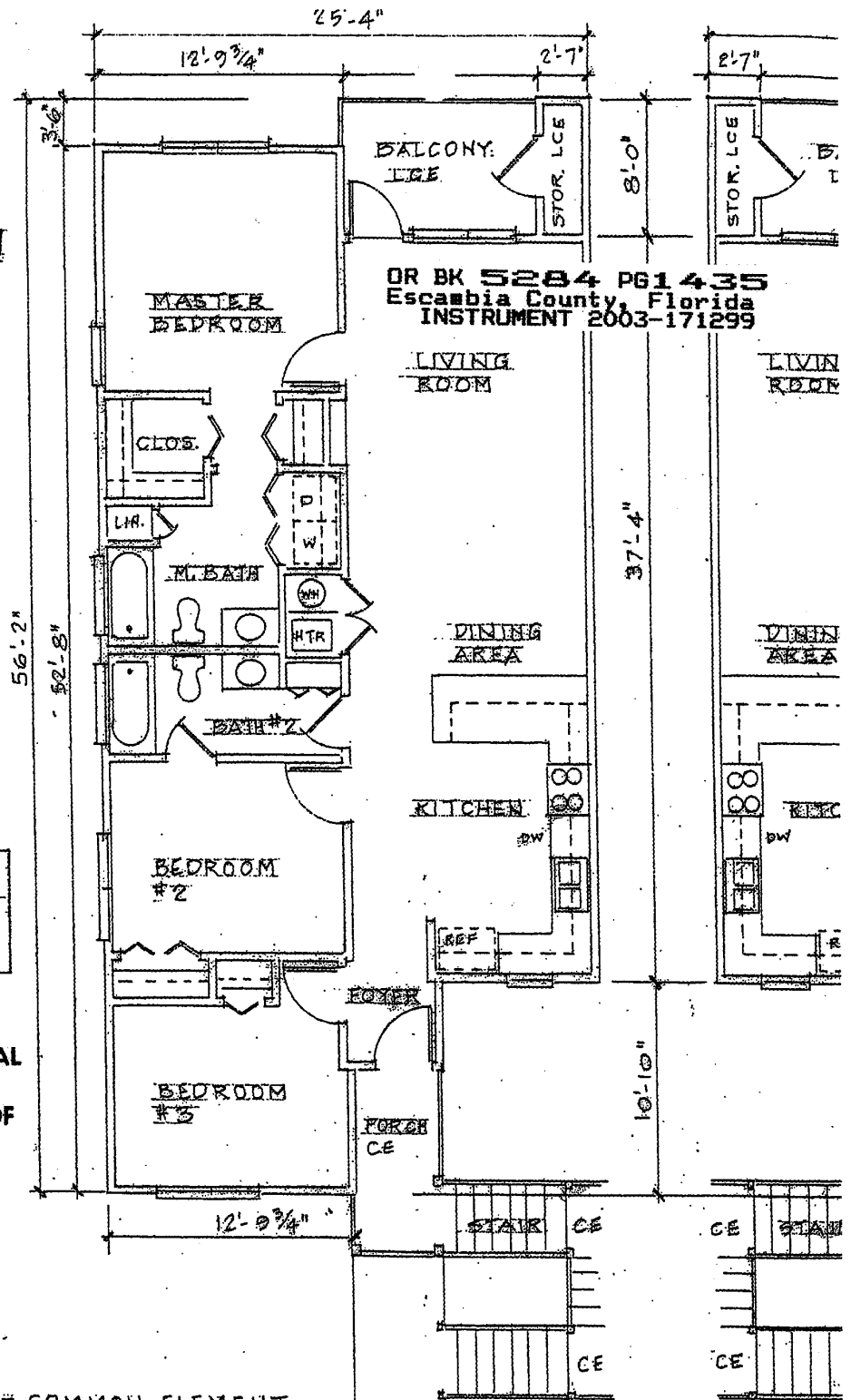
SQ. FT. = 1183

UNIT NO:

|   |   |
|---|---|
| A | 8 |
| B | 8 |
| C | 8 |
| D | 8 |
| E | 8 |
| F | 8 |
| G | 8 |
| H | 8 |
| I | 8 |
| J | 8 |
| K | 8 |

NOTE: FOR PHASES  
II-XI, UNIT TYPE  
C-2L MAY BE  
SUBSTITUTED

THE CONDITION OF THE ORIGINAL  
DOCUMENT IS REFLECTED IN THE  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS.



CE = COMMON ELEMENT  
LCE = LIMITED COMMON ELEMENT

0 4 8 12 20 FEET

GRAPHIC SCALE

DIMENSIONS ARE MEASURED TO FACE OF STUDS

## TYPICAL FLOOR PLANS AND ELEVATION

EXHIBIT "E" TO DECLARATION OF CONDOMINIUM  
FOR BRIGANTINE PLACE

PAGE 4 of 8

OR BK 5284 PG 1436  
Escambia County, Florida  
INSTRUMENT 2003-171299

## SECOND FLOOR PLAN

TYPE B-2R

50 FT. = 1183

UNIT NO:

|   |   |
|---|---|
| A | 5 |
| B | 5 |
| C | 5 |
| D | 5 |
| E | 5 |
| F | 5 |
| G | 5 |
| H | 5 |
| I | 5 |
| J | 5 |
| K | 5 |

THE CONDITION OF THE ORIGINAL  
DOCUMENT IS REFLECTED IN THE  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS.

NOTE: FOR PHASES  
II - XI, UNIT TYPE  
C-2R MAY BE  
SUBSTITUTED

## BRIGANTINE PLACE

A CONDOMINIUM

DEVELOPED BY:

THE MITCHELL COMPANY, INC.

3298 SUMMIT BLVD. #18, PENSACOLA, FL  
850-433-6400 32503-4350

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HARVEY GANDLER  
ARCHITECT

258 WACKER LANE  
MOBILE, ALABAMA 36680  
TELEPHONE 251-480-1411

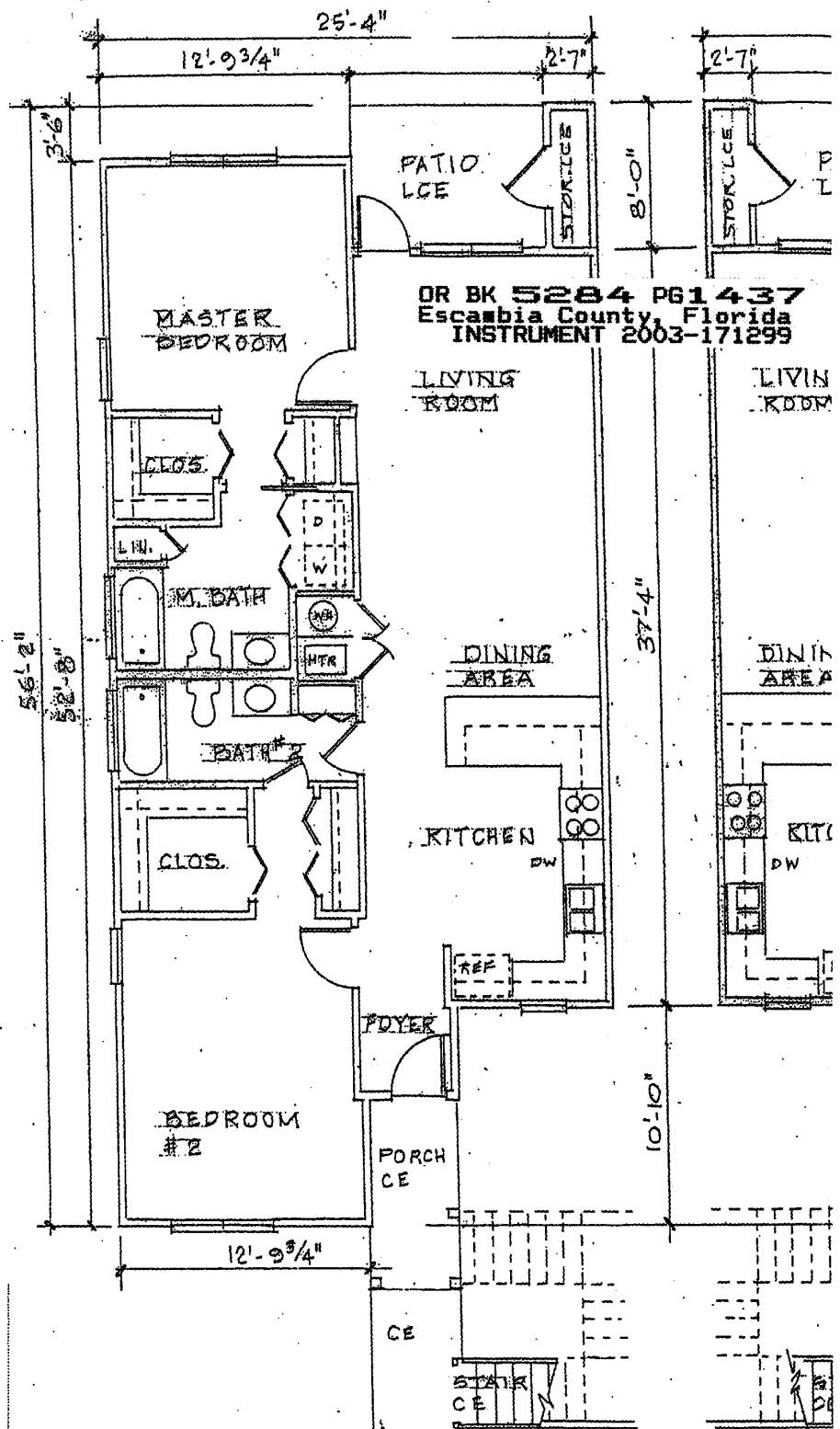
FIRST FLOOR PLAN

TYPE C-1L

SQ. FT. = 1183

NOTE: FOR PHASES  
II THROUGH VI  
UNIT TYPE C-1L MAY  
BE SUBSTITUTED  
FOR UNIT TYPE B1L

THE CONDITION OF THE ORIGINAL  
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THE MICROFILMING PROCESS.



CE = COMMON ELEMENT

LCE = LIMITED COMMON ELEMENT

0 4 8 12 20 FEET

GRAPHIC SCALE

DIMENSIONS ARE MEASURED TO FACE OF STUDS

TYPICAL FLOOR PLANS AND ELEVATION  
EXHIBIT "E" TO DECLARATION OF CONDOMINIUM  
FOR BRIGANTINE PLACE

PAGE 5 of 8

OR BK 5284 PG1438  
Escambia County, Florida  
INSTRUMENT 2003-171299

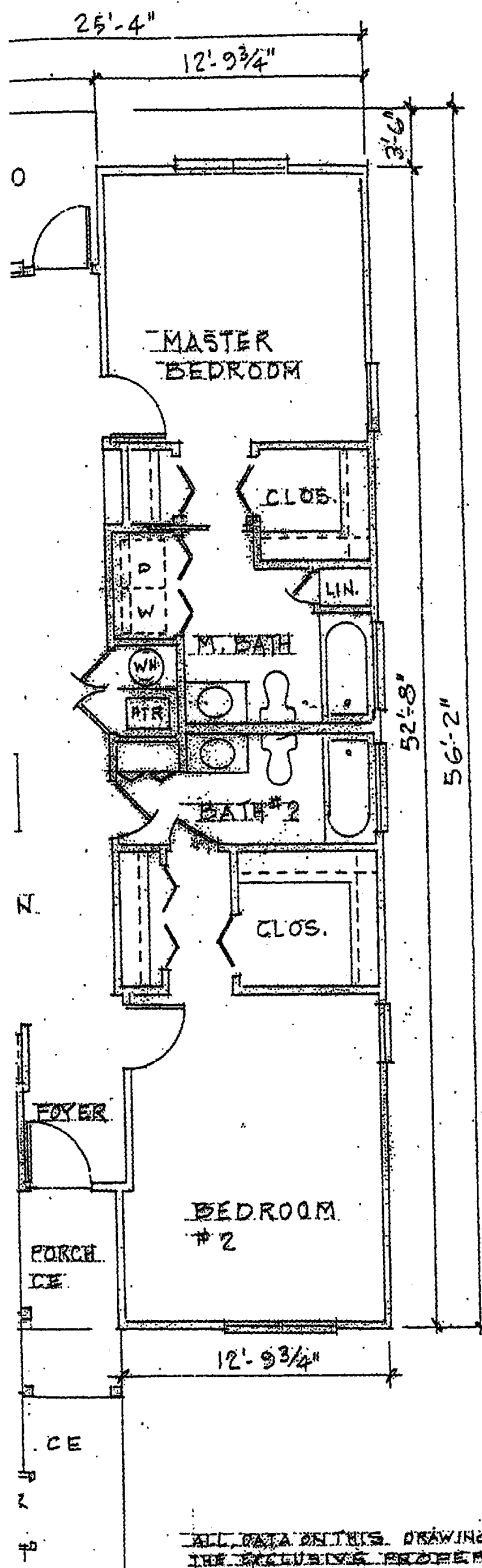
FIRST FLOOR PLAN

TYPE C-1R

SQ. FT. = 1183

NOTE: FOR PHASES  
II THROUGH XI,  
UNIT TYPE C-1R MAY  
BE SUBSTITUTED  
FOR UNIT TYPE B-1R

THE CONDITION OF THE ORIGINAL  
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THE MICROFILMING PROCESS.



BRIGANTINE PLACE  
A CONDOMINIUM  
DEVELOPED BY:  
THE MITCHELL COMPANY, INC.  
3298 SUMMIT BLVD. #18, PENSACOLA, FL  
850-433-6400 32503-4350

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HARVEY GANDLER  
ARCHITECT  
251 WACKER LANE  
MOBILE, ALABAMA 36681  
TELEPHONE 251-342-14

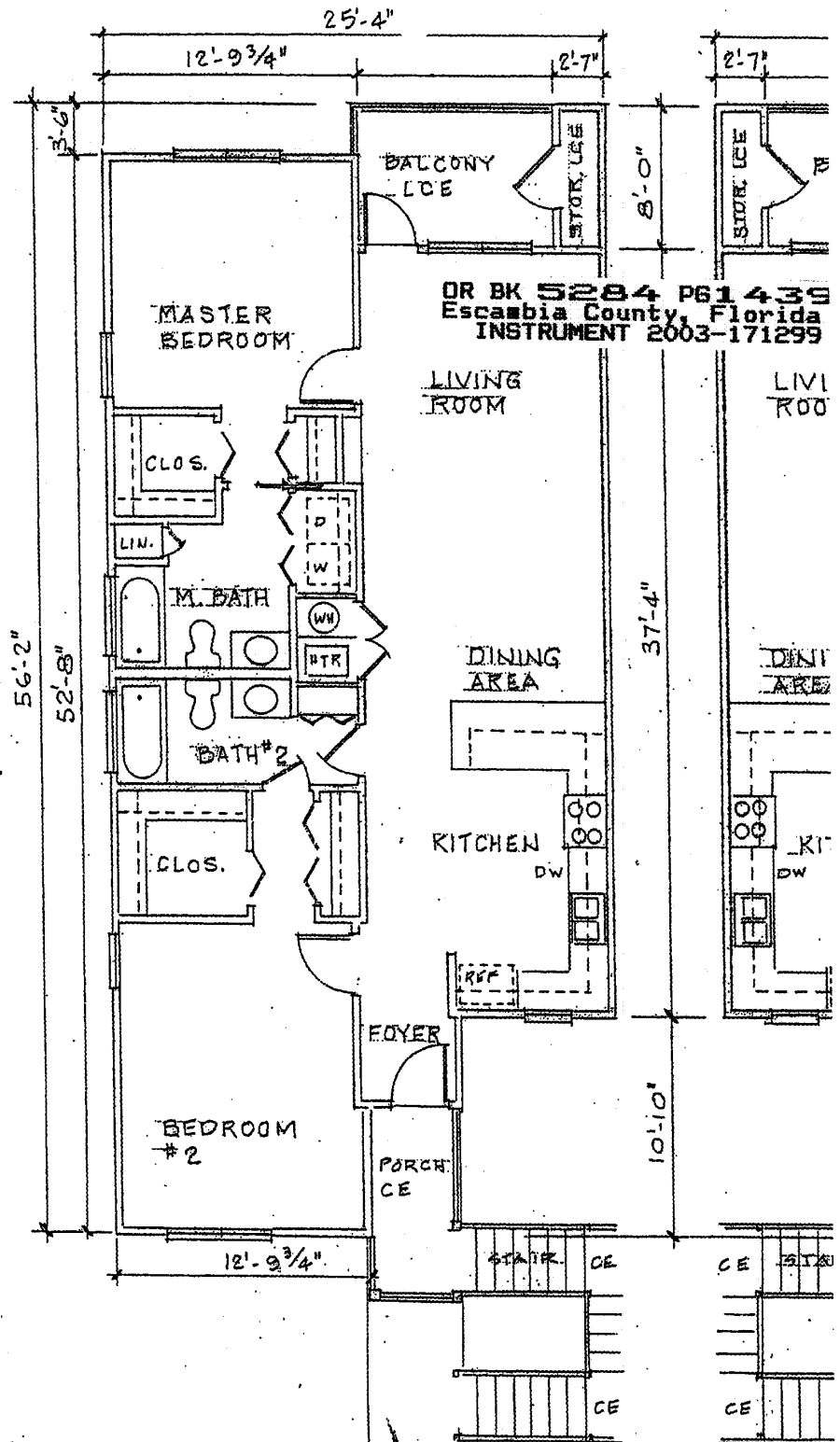
SECOND FLOOR PLAN

TYPE C-2L

SQ. FT. = 1183

NOTE: FOR PHASES  
II THROUGH XI,  
UNIT TYPE C-2L MAY  
BE SUBSTITUTED  
FOR UNIT TYPE B-2L

THE CONDITION OF THE ORIGINAL  
DOCUMENT IS REFLECTED IN THE  
IMAGE AND IS NOT THE FAULT OF  
THE MICROFILMING PROCESS.



CE = COMMON ELEMENT  
LCE = LIMITED COMMON ELEMENT



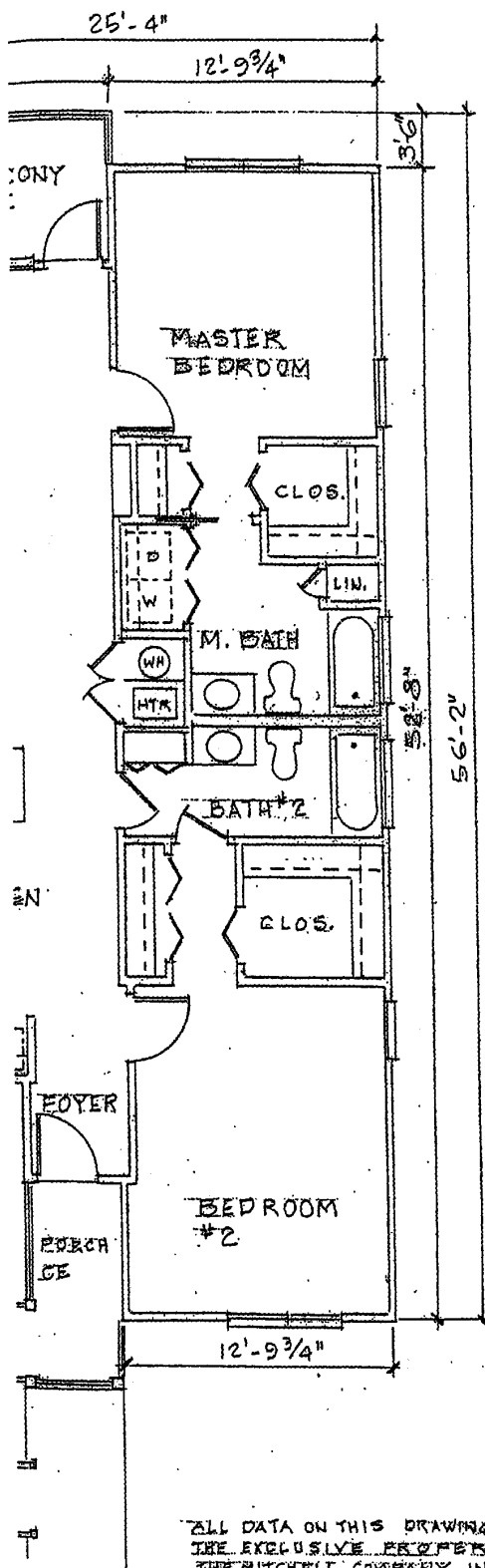
GRAPHIC SCALE

DIMENSIONS ARE MEASURED TO FACE OF STUDS

## TYPICAL FLOOR PLANS AND ELEVATION

EXHIBIT "E" TO DECLARATION OF CONDOMINIUM  
FOR BRIGANTINE PLACE

PAGE 6 of 8

OR BK 5284 PG1440  
Escambia County, Florida  
INSTRUMENT 2003-171299SECOND FLOOR PLAN

TYPE C-2R

SQ. FT. = 1183

NOTE: FOR PHASES  
II THROUGH XI,  
UNIT TYPE C-2R MAY  
BE SUBSTITUTED  
FOR UNIT TYPE B-2R

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THE MICROFILMING PROCESS.

## BRIGANTINE PLACE

A CONDOMINIUM

DEVELOPED BY:

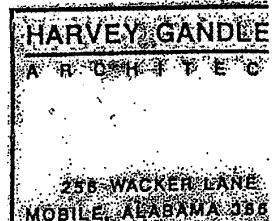
THE MITCHELL COMPANY, INC.

3298 SUMMIT BLVD #18, PENSACOLA, FL  
850-433-6400 32503-4360

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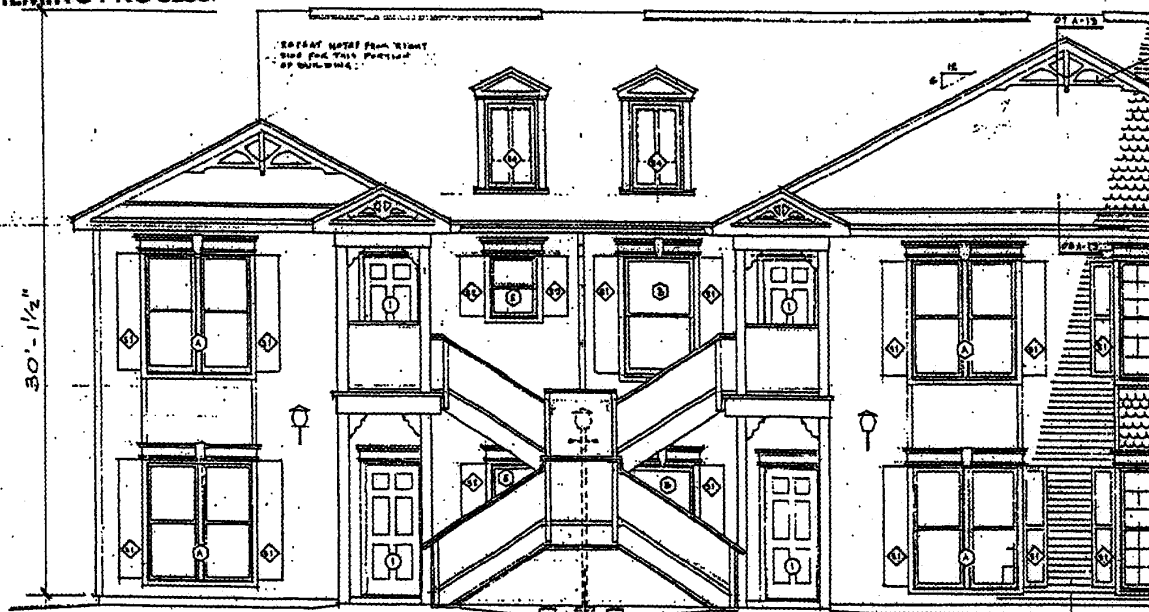
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Escambia County, Florida  
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(C UNIT OPTION) B UNIT

A UNIT

BUILDING FRONT

PROPOSED  
FRONT AND REAR ELEVATIONS  
FOR ALL PHASES

0 4 8 12 16 24 FEET

GRAPHIC SCALE

NOTE: WIND SIGN - COMPLY W/2001  
ASCE FOR WIND VELOCITY



(C UNIT OPTION) B UNIT

A UNIT

BUILDING REAR ELEVATION

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TYPICAL FLOOR PLANS AND ELEVATION  
EXHIBIT "E" TO DECLARATION OF CONDOMINIUM  
FOR BRIGANTINE PLACE

PAGE 7 of 8

HARVEY GANDLER  
ARCHITECT

OR BK 5284 P61442  
Escambia County, Florida  
INSTRUMENT 2003-171299

300 WACKER LANE  
MOBILE, ALABAMA 36688  
TELEPHONE 204-642-1487

BRIGANTINE PLACE  
BLOOMINGDALE LANE AT JOY STREET  
ESCAMBIA COUNTY, FLORIDA

REVISIONS

NO. DATE REMARKS

SHEET TITLE

EXTERIOR  
ELEVATIONS

JOB NO. 0105

DATE 4/18/02

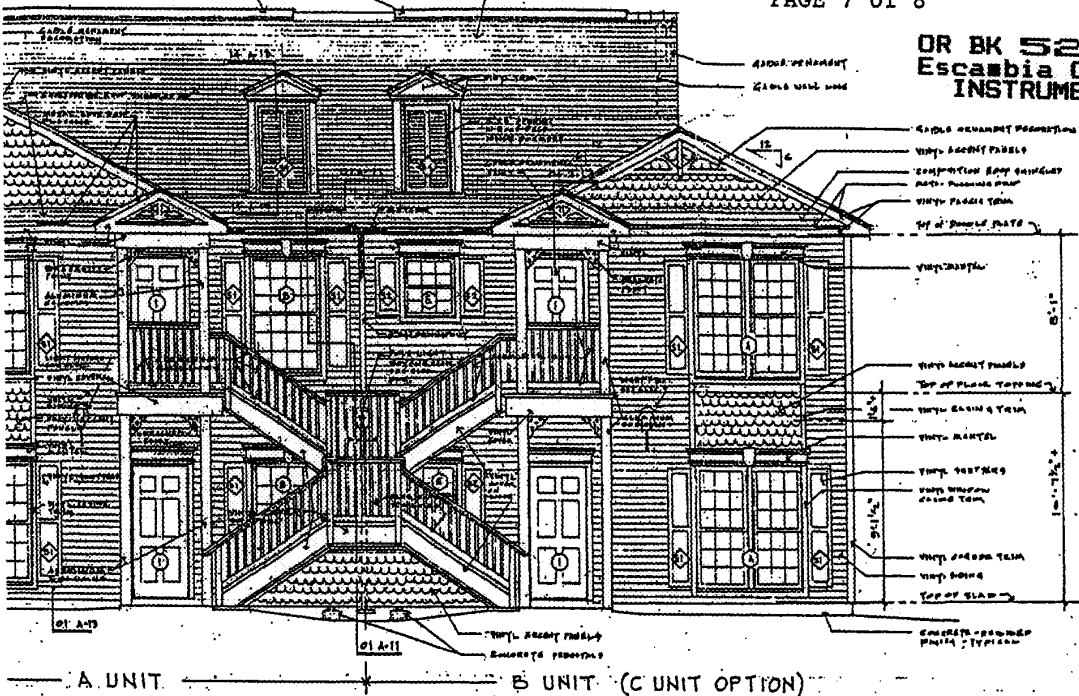
DRAWN BY WIP

CHECKED BY NAF

SHEET

A-8

DATE NO. 8 of 15



A UNIT B UNIT (C UNIT OPTION)

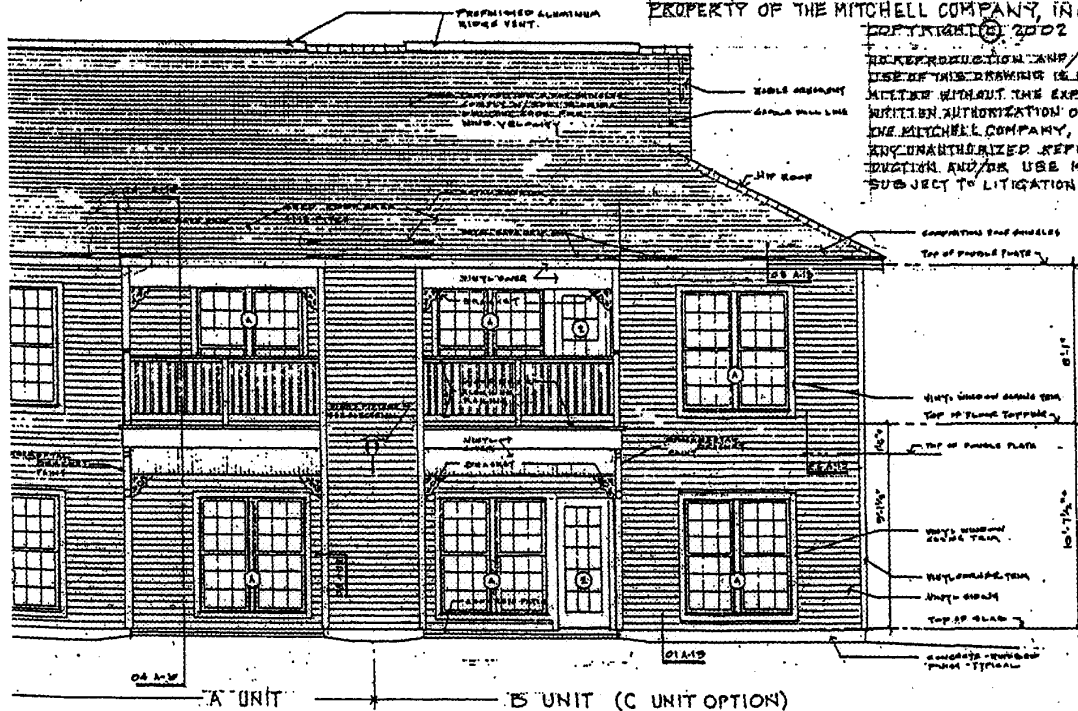
ELEVATION

BRIGANTINE PLACE  
A CONDOMINIUM

DEVELOPED BY:  
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A UNIT B UNIT (C UNIT OPTION)

ELEVATION

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Escambia County, Florida  
INSTRUMENT 2003-171299

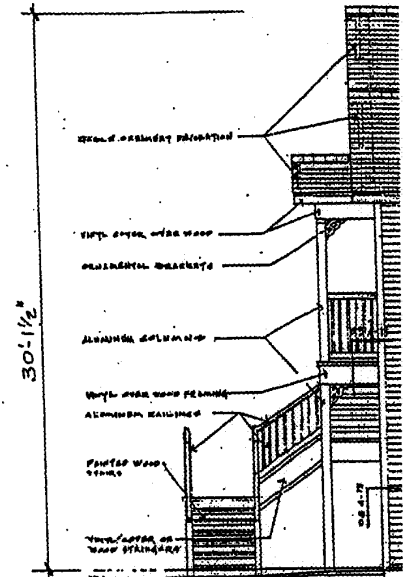
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## BRIGANTINE PLACE A CONDOMINIUM

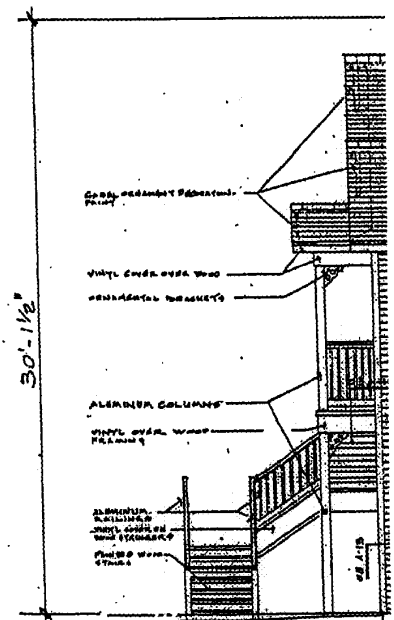
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## PROPOSED END WALL ELEVATIONS FOR ALL PHASES





OR BK 5284 P61445  
Escambia County, Florida  
INSTRUMENT 2003-171299

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BRIGANTINE PLACE CONDOMINIUM ASSOCIATION OF PENSACOLA, INC., a Florida corporation, filed on June 30, 2003, as shown by the records of this office.

The document number of this corporation is N03000005693.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Seventh day of July, 2003



CR2EO22 (2-03)

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

EXHIBIT "F"

FILED

03 JUN 30 AM 9:40

**ARTICLES OF INCORPORATION  
OF**SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**BRIGANTINE PLACE CONDOMINIUM ASSOCIATION OF PENSACOLA, INC.  
(A Florida Corporation Not-For-Profit)**OR BK 5284 PG1446  
Escambia County, Florida  
INSTRUMENT 2003-171299

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby associate myself into a corporation for the purposes and with the powers hereinafter set forth, and to that end, I do, by these Articles of Incorporation, certify and set forth the following:

**ARTICLE I**

**NAME:** The name of the corporation, herein called the "Association," is Brigantine Place Condominium Association of Pensacola, Inc., and its principal place of business is 3298 Summit Boulevard, #18, Pensacola, FL 32503-4350.

**ARTICLE II**

**DEFINITIONS:** The definitions set forth in the Declaration of Condominium of Brigantine Place, a Condominium, shall apply to the terms used in these Articles.

**ARTICLE III**

**PURPOSES AND POWERS:** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Brigantine Place, a Condominium, located in Escambia County, Florida. The Association is organized and shall exist upon a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit except as limited or modified by these Articles, the Declaration of Condominium or Chapter 718 Florida Statutes, as it may hereafter be amended, including but not limited to the following:

- (A) To make and collect assessments against members of the Association to defray the costs, expenses and losses of the Condominium, and to use the proceeds of assessments in the exercise of its powers and duties.
- (B) To protect, maintain, repair, replace and operate the Condominium Property including, but not limited to, the storm water drainage facilities located thereon, all as required by the provisions of the Declaration.
- (C) To purchase insurance upon the Condominium Property and Association property for the protection of the Association and its members.
- (D) To reconstruct improvements after casualty and to make further improvements of the property.

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Escambia County, Florida  
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- (E) To make, amend and enforce reasonable rules and regulations governing the use of the Common Elements, and the operation of the Association.
- (F) To enforce the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws and any Rules and Regulations of the Association.
- (G) To contract for the management and maintenance of the Condominium and the Condominium Property and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration of Condominium to be exercised by the Board of Directors or the membership of the Association.
- (H) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium.
- (I) To enter into agreements, or acquire leaseholds, memberships, and other possessory or use interests in lands or facilities regardless of whether the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit owners.
- (J) To borrow money without limit as to amount if necessary to perform its other functions hereunder.
- (K) To access each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.
- (L) To grant, modify, or move any easement if the easement constitutes part of or crosses the Common Elements or the Association property.
- (M) Properly maintain all storm water management facilities (including all retention ponds).

All funds and the title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

#### ARTICLES

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Escambia County, Florida  
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#### **ARTICLE IV**

##### **MEMBERSHIP:**

- (A) The members of the Association shall consist of all record owners of a Fee Simple Interest in one or more Units in the Condominium, as further provided in the Bylaws.
- (B) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Unit.
- (C) The owners of each Unit, collectively, shall be entitled to the number of votes in Association matters as set forth in the Declaration of Condominium and the Bylaws. The manner of exercising voting rights shall be as set forth in the Bylaws.
- (D) Change in membership shall be accomplished by recording in the public records of Escambia County, Florida, deed to a Unit or other instrument establishing record title to a Unit in the Condominium and providing notice thereof to the Association as required by the Bylaws.

#### **ARTICLE V**

**TERM:** The term of the Association shall be perpetual.

#### **ARTICLE VI**

**BYLAWS:** The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

#### **ARTICLE VII**

##### **DIRECTORS AND OFFICERS:**

- (A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.
- (B) Directors of the Association shall be elected by the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

#### **ARTICLES**



DR BK 5284 PG1449  
Escambia County, Florida  
INSTRUMENT 2003-171299

- (C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

#### ARTICLE VIII

**AMENDMENTS:** Amendments to these Articles shall be proposed and adopted in the following manner:

- (A) **Proposal.** Amendments to these Articles may be proposed by a majority of the Board or by petition of the owners of one-fourth (1/4) of the Units by instrument, in writing, signed by them.
- (B) **Procedure.** Upon any amendment or amendments to these Articles being proposed by said Board or Unit owners, such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.
- (C) **Vote Required.** Except as otherwise required for by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interests at any annual or special meeting, or by approval in writing of a majority of the voting interest without a meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains the text of the proposed amendment.
- (D) **Effective Date.** An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Escambia County, Florida.

#### ARTICLE IX

**INITIAL DIRECTORS:** The initial Directors of the Association and their addresses shall be:

|                  |  |
|------------------|--|
| Ronald G. Tuttle | 3298 Summit Boulevard, #18<br>Pensacola, FL 32503-4350 |
| Jon Franz        | 3298 Summit Boulevard, #18<br>Pensacola, FL 32503-4350 |
| Paul Weeks       | 3298 Summit Boulevard, #18<br>Pensacola, FL 32503-4350 |

ARTICLES

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Escambia County, Florida  
INSTRUMENT 2003-171299

### **ARTICLE X**

**INITIAL OFFICERS:** The initial officers of the Association and their addresses shall be:

|                                 |  |
|---------------------------------|--|
| President: Ronald G. Tuttle     | 3298 Summit Boulevard, #18<br>Pensacola, FL 32503-4350 |
| Vice President: Jon Franz       | 3298 Summit Boulevard, #18<br>Pensacola, FL 32503-4350 |
| Secretary/Treasurer: Paul Weeks | 3298 Summit Boulevard, #18<br>Pensacola, FL 32503-4350 |

### **ARTICLE XI**

**INITIAL REGISTERED AGENT:** The initial registered office of the Association shall be at:  
3298 Summit Boulevard, #18, Pensacola, FL 32503-4350

The initial registered agent at said address shall be: Joseph J. Campus, III

### **ARTICLE XII**

**INDEMNIFICATION:** To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.
- (D) Wrongful conduct by Directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

### **ARTICLES**

OR BK 5284 PG 1451  
Escambia County, Florida  
INSTRUMENT 2003-171299

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

**ARTICLE XIII**

**INCORPORATOR:** The name and address of the Incorporator is Ronald G. Tuttle, 3298 Summit Boulevard, #18, Pensacola, Florida 32503.

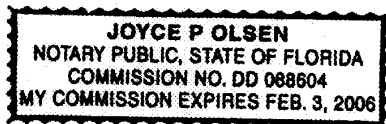
20<sup>th</sup> WHEREFORE, the Incorporator has caused these presents to be executed this day of June, 2003.

INCORPORATOR

Ronald G. Tuttle  
Ronald G. Tuttle

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2003, by Ronald G. Tuttle, who personally appeared before me and is personally known to me.



Joyce P. Olsen  
NOTARY PUBLIC

ARTICLES

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DR BK 5284 PG 1452  
Escambia County, Florida  
INSTRUMENT 2003-171299

FILED

03 JUN 30 AM 9:40

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**ACCEPTANCE OF REGISTERED AGENT**

Having been named to accept service of process for Brigantine Place Condominium Association of Pensacola, Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and I am familiar with and agree to comply with the laws of the State of Florida in keeping open said office.

  
Joseph J. Campus, III

ARTICLES

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OR BK 5284 PG 1453  
Escambia County, Florida  
INSTRUMENT 2003-171299

**BYLAWS  
OF  
BRIGANTINE PLACE CONDOMINIUM ASSOCIATION OF PENSACOLA, INC.  
(A Florida Corporation Not-For-Profit)**

**1. GENERAL.** These are the Bylaws of Brigantine Place Condominium Association of Pensacola, Inc., hereinafter the "Association," a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium pursuant to the Florida Condominium Act.

**1.1 Principal Office.** The principal office of the Association shall be at the Condominium or at such other place in Escambia County, Florida as the Board of Directors may determine.

**1.2 Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization (2002), and the words "Florida" and "corporation not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

**1.3 Definitions.** The terms used herein shall have the same definitions as stated in the Declaration of Condominium to which these Bylaws are attached as an Exhibit. Additional definitions specific to these Bylaws are as follows:

- (A) "Division" shall mean the Division of Florida Land Sales, Condominiums and Mobile Homes.
- (B) "Certificate" shall mean the Certificate designating the proper party to cast votes for a Condominium Unit as more specifically identified in Paragraph 2.2.

**2. MEMBERS.**

**2.1 Qualifications.** The members of the Association shall be the record owners of a Fee Simple Interest in the units. In the case of a unit subject to a recorded agreement for deed, the purchaser in possession shall be deemed the owner of the unit solely for purposes of determining voting and use rights. Membership shall become effective upon the occurrence of the last to occur of the following events.

- (A) Recording in the public records of a deed, or other instrument evidencing legal title to the Unit in the member.
- (B) Delivery to the Association of a copy of the recorded deed or other instrument evidencing title.

**EXHIBIT "G"**

OR BK 5284 P61454  
Escambia County, Florida  
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**2.2 Voting Rights; Voting Interests.** The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of votes ("voting interests") is equal to the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a Condominium Unit is owned by one person (whether individually or in the capacity as trustee), his right to vote shall be established by the record title to his unit. If any Condominium Unit is owned by more than one person (whether individually or in the capacity as trustee), the person entitled to cast the vote for the Condominium Unit shall be designated by a Certificate signed by all of the record owners of the condominium Unit and filed with the Secretary of the Association. If a Condominium Unit is owned by a corporation or a limited liability company, the person entitled to cast the vote for the Condominium Unit shall be designated by a Certificate signed by the president or vice president of the corporation or manager of the limited liability company and filed with the Secretary of the Association. If the Condominium Unit is owned by a partnership (whether limited or general), the person entitled to cast the vote for the Condominium Unit shall be designated by a Certificate signed by a general partner 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 Condominium Unit concerned. A Certificate designating the person entitled to cast the vote for a Condominium Unit may be revoked by the owner of a Condominium Unit. If such Certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any reason.

**2.3 Approval or Disapproval of Matters.** Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

**2.4 Change of Membership.** A change of membership in the Association shall be established by the new member's membership becoming effective as provided in Section 2.1 above and the membership of the prior owner shall thereby be automatically terminated.

**2.5 Termination of Membership.** The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

**3. MEMBERS' MEETINGS; VOTING.**

**3.1 Annual Meeting.** There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Escambia County, Florida, each calendar year not later than the month of March at a day, place and time designated by

OR BK 5284 PG1455  
Escambia County, Florida  
INSTRUMENT 2003-171299

the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. At the time of the annual meeting all ballots cast in the annual election of Directors shall be counted and the election results announced.

**3.2 Special Members' Meetings.** Special members' meetings must be held whenever called by the President or by a majority of the Board of Directors, and may also be called by members having at least ten percent (10%) of the votes of the entire membership. Such requests shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all the members making the request. Business at any special meeting shall be limited to the items specified in the request and contained in the notice of meeting.

**3.3 Notice of Meetings.** Notice of all members' meetings must state the time, date, and place of the meeting and include an agenda for the meeting. The notice must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery. The member bears the responsibility for notifying the Association of any change of address. The notice must be mailed or delivered at least fourteen (14) days before the meeting. Notice of any meeting may be waived in writing by any person entitled to receive such notice.

**3.4 Notice of Annual Meeting; Special Requirements.** Notice of the annual meeting together with an agenda shall be posted in a conspicuous place on the Condominium Property for at least fourteen (14) continuous days prior to the annual meeting. The notice and agenda of the annual meeting shall also be sent by first class mail to each owner, and an affidavit of the officer or other person making such mailing shall be retained in the Association records as proof of mailing. Notice of the annual meeting may be delivered in person to any unit owner, instead of by mail, if a written waiver of mailing is obtained. Upon notice to the Unit owners, the Board shall, by duly adopted rules, designate a specific location on the Condominium Property upon which all notices of Unit owner meetings shall be posted.

**3.5 Quorum.** A quorum at a members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast a majority of the votes of the entire membership.

**3.6 Vote Required.** The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is required by law or by any provision of the Condominium Documents. Notwithstanding the foregoing, the vote of at least sixty-seven percent (67%) of the unit owners and the approval of 51% of mortgagees shall be required to materially amend any provisions of the Declaration or Bylaws, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

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Escambia County, Florida  
INSTRUMENT 2003-171299

- (1) Voting;
- (2) Assessments, (including special assessments) (other than annual fluctuation to assessments based on the Association Board of Director's approved budget the vote for which is as required by Section 6.2 of these Bylaws) assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common elements;
- (4) Insurance or fidelity bonds;
- (5) Rights to use of the common elements;
- (6) Responsibility for maintenance and repair of the units, limited common elements or common elements;
- (7) Addition, and annexation or withdrawal of property to or from the condominium;
- (8) Boundaries of any unit;
- (9) The interest in the common elements or limited common elements;
- (10) Convertibility of units into common elements or of common elements into units;
- (11) Leasing of units;
- (12) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit or;
- (13) Provision expressly benefitting the holders or insurers of first mortgage on units in the condominium.

**3.7 Proxy Voting.** To the extent lawful, any person entitled to attend and vote at a members' meeting may establish his presence and cast his vote by proxy. Proxies may not be used in electing Directors. Limited proxies (forms for which satisfying the requirements of law may be obtained from the Association or the Division) shall be used for votes taken to waive reserves or financial statement requirements, to amend the Condominium Documents, and for all other matters for which the Condominium Act requires or permits a vote of the members. General proxies may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for



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Escambia County, Florida  
INSTRUMENT 2003-171299

which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

**3.8 Adjourned Meetings.** Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.

**3.9 Order of Business.** The order of business at members' meetings shall be substantially as follows:

- (A) Ballots not cast shall be collected.
- (B) Call of the roll or determination of quorum
- (C) Reading or disposal of minutes of last members' meeting
- (D) Reports of Officers
- (E) Reports of Committees
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

**3.10 Minutes.** Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at all reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

**3.11 Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

**4. BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws,

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shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

**4.1 Number and Terms of Service.** While the Developer is in control of the Association, the number of Directors which shall constitute the whole Board of Directors shall be three (3). In order to provide for a continuity of experience by establishing a system of staggered terms, in the first election which unit owners other than the Developer elect a majority of the Directors, the number of Directors to be elected shall be increased to five (5). The three (3) candidates receiving the highest number of votes shall be elected for two (2) year terms. The two (2) candidates receiving the next highest number of votes shall be elected for one (1) year terms. If there are five or fewer candidates, the determination of who will serve the longer terms shall be made among them by agreement or by lot. Thereafter, all Directors shall be elected for two (2) year terms. A Director's term will end at the annual election at which his successor is to be duly elected. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in 4.4 below.

**4.2 Qualifications.** Except for Directors appointed by the Developer, each Director must be a member (or the spouse of a member), or an individual having an ownership interest in the member when such is a corporation, limited liability company, general partnership, limited partnership or other entity.

**4.3 Elections.** In each annual election the members shall elect, by written, secret ballot, as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided for by law.

- (A) **First Notice; Candidates.** Not less than sixty (60) days before the election, the Association shall mail or deliver to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person wishing to be a candidate may qualify as such by giving written notice to the Association at least forty (40) days before the annual election. Candidates may also be nominated by any other method permitted by law.
- (B) **Second Notice; Candidate Information Sheets.** If there are more candidates than there are Directors to be elected, balloting is required. Together with the written notice and agenda as set forth in Section 3 of these Bylaws, the Association shall mail or deliver a second notice of election to all unit owners entitled to vote in the contested election, together with a ballot listing all qualified candidates in alphabetical order, by surname. This notice may also include the notice of the annual meeting required by Section 3.3 above. Upon timely request of a candidate (not less than 35 days before the election), the Association shall also include an information sheet (no larger than 8-1/2 inches by 11 inches, furnished by the

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candidate) in the mailing. The costs of mailing or delivery and copying the candidate information sheet are borne by the Association.

- (C) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, each unit shall have as many votes as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be noncumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by any other method required or permitted by law.

**4.4 Vacancies on the Board.** Except as otherwise provided by law for the filling of vacancies during the time when the Developer is entitled to appoint at least one Director, if the office of any Director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- (A) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term, unless otherwise provided by law.
- (B) If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than the quorum. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor Directors sufficient to constitute a quorum.

**4.5 Removal of Directors.** Any or all Directors, except those appointed by the Developer, may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than

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fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.

**4.6 Organizational Meeting.** The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed and announced by the Directors at the meeting in conjunction with which they were elected. Notice of the organizational meeting shall be given as provided in paragraph 4.8 hereof or otherwise as required by law.

**4.7 Other Meetings.** Meetings of the Board may be held at such time and place in Escambia County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least two (2) days prior to the day named for such meeting.

**4.8 Notice to Owners.** All meetings of the Board of Directors shall be open to members. A notice and agenda for each Board meeting shall be posted conspicuously on the Condominium Property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which a non-emergency special assessment will be considered shall be mailed to each owner at least fourteen (14) days before the meeting, and an affidavit of mailing shall be retained as proof of mailing. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements of Section 6.2 below. The right of owners to attend Board meetings includes the right to speak on designated agenda items, subject to reasonable rules of the Association governing the manner, duration and frequency of doing so. Upon notice to Unit owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of Board meetings shall be posted. If there is no Condominium Property or Association Property upon which notices can be posted, notices of Board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the owner of each Unit. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

**4.9 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. If all Directors are present at a meeting, no notice to Directors shall be required.

**4.10 Quorum of Directors.** A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board meetings.

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**4.11 Vote Required.** The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium Documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

**4.12 Adjourned Meetings.** The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.

**4.13 The Presiding Officer.** The President of the Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of the Directors present.

**4.14 Compensation of Directors and Officers.** Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

**4.15 Committees.** The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. To the extent required by law, committee meetings shall be noticed and conducted in the same manner as provided for Board meetings in Section 4.8 above.

## **5. OFFICERS.**

**5.1 Officers and Elections.** The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority of the Board of Directors. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.

**5.2 President.** The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-

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officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

**5.3 Vice-Presidents.** The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign.

**5.4 Secretary.** The Secretary shall attend all meeting of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

**5.5 Treasurer.** The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposits of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

**6. FISCAL MATTERS.** The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

**6.1 Depository.** The Association shall maintain its funds in federally insured accounts or investments with such financial institutions doing business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.

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**6.2 Budget.** The Board of Directors shall adopt a budget of common expenses for each fiscal year, in advance, on or before December 1 preceding the year for which the budget applies.

- (A) **Notice to Owners.** A copy of the proposed Budget and a Notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to or served on the owner of each Unit not less than fourteen (14) days prior to the meeting. The meeting shall be open to the Unit owners. Notice of any meeting in which regular assessments against Unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessment.
- (B) **Budget Items.** The proposed budget shall be detailed and show the amounts budgeted by income and expense classifications, including, if applicable, but not limited to, those expenses listed in Florida Statutes §718.504(20) as such may be amended from time to time.
- (C) **Special Membership Meeting.** If an adopted budget requires assessments against the Unit owners in any fiscal or calendar year which exceeds 115% of assessments for the preceding year, the Board, upon written application of 10% of the voting interest 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. The adoption of the budget shall require a vote of not less than a majority of all voting interest. The Board may propose a budget to the Unit owners at the meeting, or in writing, and if the proposed budget is approved by the Unit owners at the meeting, the budget shall be adopted. If a special membership meeting has been called and a quorum is not attained or a substitute budget is not adopted by the Unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled.
- (D) **Determination of Budget Amount.** In determining whether assessments exceed 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 betterment for the Condominium Property shall be excluded from the computation.

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- (E) **Proviso.** As long as the Developer is in control of the Board, the Board shall not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

**6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance.**

In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated remaining useful life and replacement cost of each item. These reserves shall be funded unless a sixty-seven percent (67%) of the voting interests of the condominium and 51% of the holders of first mortgages on units vote to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in 6.2 above. Reserved funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless they are used for other purposes as approved in advance by a vote of the majority of the voting interest, voting in person or by limited proxy at a duly called meeting of the Association.

**6.4 Other Reserves.** In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of these reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

**6.5 Assessments.** Regular annual assessments based on the adopted budget shall be paid in monthly installments, in advance, on the first day of the first month of the fiscal year for which the budget was adopted and shall continue on the first day of each successive month thereafter. If an annual budget has not been adopted at the time the first monthly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last monthly payment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added to or subtracted from each unit's next due monthly installment, or the overage may be paid over such extended time as the Board may determine to be reasonable.

**6.6 Special Assessments.** Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The total of all special assessments coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget



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for that year, including reserves, unless a majority of the voting interests first consent. The notice of any Board meeting at which a non-emergency special assessment will be considered, discussed or proposed shall be given as provided in Section 4.8 above. The notice to owners that a special assessment has been levied must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

**6.7 Fidelity Bonds.** The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

**6.8 Financial Reports.** Not later than sixty (60) days after the close of each fiscal year, the Board shall distribute to the owners of each unit, financial reports meeting the minimum standards of Section 718.111(13) of the Condominium Act as such may be amended from time to time, showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, detailed by accounts.

**6.9 Fiscal Year.** The fiscal year for the Association shall begin on the first day of January of each calendar year.

**7. RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt and amend administrative rules and regulations governing the use, maintenance, management and control of the Common Elements and the operation of the Association. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced.

**8. COMPLIANCE AND DEFAULT; REMEDIES.** In addition to the remedies provided in the Declaration of Condominium, the following provisions shall apply:

**8.1 Fines.** The Board of Directors may levy reasonable fines against a unit whose owner, occupant, lessee, family members or guests commits violations of the Condominium Act, the provisions of the Condominium Documents or Association rules and regulations, or condones such violations by their family members, guests, occupants or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amounts allowed by law. No fine will become a lien against a unit. The procedure for imposing such fines shall be as follows:

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- (A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:
- (1) A statement of the date, time and place of the hearing;
  - (2) A specific reference to the provisions of the Condominium Documents or rules which have allegedly been violated;
  - (3) A short and plain statement of the facts alleged by the Association; and,
  - (4) The possible amounts of any proposed fine.
- (B) At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) non-Director unit owners appointed by the Board. If the committee by majority vote does not agree with the fine, it may not be levied.

**8.2 Mandatory Non-Binding Arbitration.** In the event of any "dispute" as defined in Section 718.1255(1) of the Condominium Act, between a unit owner and the Association arising from the operation of the Condominium, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes prior to filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

**8.3 Availability of Remedies.** Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Condominium Property free from unreasonable restraint and annoyance.

## **9. TRANSFER OF ASSOCIATION CONTROL; DEVELOPER'S RIGHTS.**

**9.1 Members' Rights to Elect Board of Directors.** When owners other than the Developer own fifteen percent (15%) or more of the units that will ultimately be operated by the Association, the owners other than the Developer shall be entitled to elect one-third (1/3rd) of the members of the Board of Directors. Unit owners other than

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the Developer become entitled to elect a majority of the members of the Board of Directors upon the first of the following events to occur:

- (A) Three years after fifty percent (50%) or more of the units that will ultimately be operated by the Association have been conveyed to purchasers;
- (B) Three months after seventy-five percent (75%) or more of the units that will ultimately be operated by the Association have been conveyed to purchasers;
- (C) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;
- (D) 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; or
- (E) Seven (7) years after the Declaration of Condominium was recorded.

**9.2 Developer's Right to Designate Members of Board of Directors.** Except as provided above, the Developer shall be entitled to designate at least one Director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units.

**9.3 Notice of Members' Meetings.** Within seventy-five (75) days after unit owners other than the Developer are entitled to elect one or more Directors, the Association shall call, upon not less than sixty (60) days notice, an election of the member or members of the Board that the unit owners are entitled to elect. The meeting in conjunction with which the election is to be held may be called, and the notice given, by any unit owner if the Association fails to do so. All non-developer unit owners may vote in the election of Directors. The meeting in conjunction with which unit owners other than the Developer first elect a majority of the Directors is referred to as the "turnover meeting."

**9.4 Developer's Rights.** So long as the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

- (A) Any amendment of the Condominium Documents which would adversely affect the Developer's rights.

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- (B) Any assessment of the Developer as a unit owner for capital improvements.
- (C) 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 shall not be deemed to be detrimental to the sales of units.

**9.5 Transfer of Association Control.** When unit owners other than the Developer elect a majority of the Directors of the Association, the Developer relinquishes control of the Association, and the unit owners automatically assume control. At that time the Developer shall deliver to the Association all property of the unit owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under Florida law. The Developer may turn over control of the Association to unit owners other than the Developer prior to the above mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of unit owners other than the Developer to elect Directors and assume control of the Association. Provided at least ninety (90) days notice of the Developer's decision to cause its appointees to resign is given to unit owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations, even if unit owners other than the Developer refuse or fail to assume control, subject to any contrary provisions of Florida law.

**10. AMENDMENT OF BYLAWS.** Except as otherwise provided in the Declaration of Condominium, amendments to these Bylaws may be proposed and adopted in the following manner:

**10.1 Proposal.** Amendments to these Bylaws may be proposed by a majority of the Board or upon written petition to the Board signed by at least one-fourth (1/4th) of the voting interests.

**10.2 Procedure.** Upon any amendment or amendments to these Bylaws being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can be given.

**10.3 Vote Required.** Except as otherwise provided by law, or by specific provision of the Condominium Documents, these Bylaws may be amended by concurrence or two-thirds (2/3rds) of the voting interests present in person or by proxy at any annual or special meeting called for the purpose, provided that notice of any proposed amendment has been given to the members in accordance with law.

**10.4 Recording; Effective Date.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Escambia County, Florida. The certificate must

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identify the book and page of the Public Records where the Declaration of Condominium is recorded.

**11. ROSTER OF UNIT OWNERS.** Each Unit owner shall file with the Association a copy of the deed or other document showing his ownership and shall also file with the Association an address at which the unit owner may receive all notices as required by the Declaration, Articles and these Bylaws. The Association shall maintain such information as part of its records. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only unit owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

**12. MISCELLANEOUS.**

**12.1 Gender.** Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

**12.2 Severability.** Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

**12.3 Conflict.** If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

**12.4 Certificate of Compliance.** A Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Condominium Unit to the applicable fire and life safety code.

**12.5 Association's Power to Convey Common Elements.** The Association, with approval by the Board of Directors, shall have the power to convey portions of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes whether negotiated or as a result of eminent domain proceedings.

The foregoing constitute the first Bylaws of Brigantine Place Condominium Association of Pensacola, Inc., and were duly adopted at a meeting of the Board of Directors held on Nov 5, 2003.

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RCD Nov 12, 2003 09:05 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
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Date: Nov 5, 2003.

BRIGANTINE PLACE CONDOMINIUM  
ASSOCIATION OF PENSACOLA, INC.

By: 

Secretary President

(SEAL)

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