

DECLARATION OF
CONDOMINIUM

LANDS END OF PERDIDO KEY,
A CONDOMINIUM

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DECLARATION OF CONDOMINIUM

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LANDS END OF PERDIDO KEY, A CONDOMINIUM

Gulf/River Properties, Inc., an Alabama corporation, herein called Developer, makes the following declarations:

I. PURPOSE

The purpose of this Declaration is to submit the land and improvements described to condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called the "Condominium Act." Except where permissible, variances therefrom appear in this Declaration, the annexed Bylaws or Articles of Incorporation of LANDS END OF PERDIDO KEY CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, or in lawful amendments to these instruments, the provisions of Chapter 718 supra, including the definitions therein contained, are adopted herein by express reference as set forth in full and this Declaration, the annexed Bylaws and the Articles of Incorporation of said corporation as lawfully amended from time to time and the Condominium Act shall govern this condominium and the rights, duties and responsibilities of owners of condominium parcels therein.

II. NAME

The name by which this condominium is to be identified is "LANDS END OF PERDIDO KEY, A CONDOMINIUM."

III. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP

The following property is hereby submitted to the

condominium form of ownership.

A. LAND. The lands owned in fee simple by the Developer lying and being situated in Escambia County, Florida as more particularly set forth in Exhibit A attached hereto, which lands are called "the land."

B. THE IMPROVEMENTS. One building containing 31 condominium units and all common elements and improvements pertinent thereto as more particularly set forth in the Plot Plan, Survey and Graphic Descriptions of Improvements as shown in Exhibit B attached hereto and made a part hereof as if set out in full. The estimated latest date for completion of construction of the condominium building is June 30, 1985.

IV. DEFINITIONS

As used in this declaration and all exhibits attached hereto, unless the context otherwise provides or requires, the terms set forth herein shall have the meanings or definitions applied to said terms by the Condominium Act, Chapter 718 of the Florida Statutes, as it may from time to time be amended.

V. IDENTIFICATION

The condominium units and all other improvements constructed on the condominium property are set forth in detail in Exhibit B attached hereto and made a part hereof. Each condominium unit is described in Exhibit B in such a manner that there can be determined therefrom the identification, location and dimensions of such unit and the common elements appurtenant thereto. Each condominium unit is identified by number, letter or name or combination thereof as shown on Exhibit B so that no unit bears the same designation as any other unit.

The balconies, terraces or porches abutting each apartment unit are limited common elements appurtenant to those units which they abut, the use of which is restricted to the units to which they are appurtenant. The roof decks, access to which is gained through Units 1001, 1002 and 1003, are limited common elements

appurtenant to these units, and the use of same is restricted to those units. The areas, rooms and spaces which are not within the boundaries of a condominium unit are common elements or limited common elements and shall be used, occupied, dealt with and managed as provided for in the Condominium Act and hereafter in this Declaration of Condominium.

Each condominium parcel includes the undivided interest of each unit owner in and to the common elements. Each condominium parcel includes the condominium unit together with the undivided share in and to the common elements which are appurtenant to that unit and the interest of any unit in any limited common elements appurtenant to that unit, such as balconies, terraces and porches.

VI. APARTMENT UNIT BOUNDARIES

Each unit shall contain that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

A. The upper and lower boundaries of the unit shall be the following boundaries, extended to an intersection with the perimetrical boundaries:

(1) Upper boundaries. The horizontal plane of the undecorated, finished ceiling.

(2) Lower boundaries. The horizontal plane of the undecorated, finished floor.

B. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated, finished interior walls bounding the unit extending to the intersections with each other and with the upper and lower boundaries.

C. Owners shall not be deemed to own the outer undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding their respective units nor shall owners be deemed to own pipes, wires, conduits or other public utility lines running through units which are utilized by or serve more

than one unit. These items are hereby made a part of the common elements. However, an owner shall be deemed to own the inner, decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper of his unit.

VII. SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

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

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

C. Common elements constructed as shown on the plot plan attached hereto as Exhibit B include 64 parking spaces, of which 58 are unassigned, 4 are designated as handicapped parking areas, and 2 have been designated as security parking areas. Two lighted and fenced tennis courts, a pool, an elevator, utility rooms, maintenance and storage rooms, a deck and boardwalk to the shoreline of the Gulf of Mexico, a tennis club room, a bridge from the building to the tennis club area, a meeting room and

sundeck, a guardhouse, various stairs and passageways, and various asphalt and concrete drives and passageways.

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

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

The owner of each unit shall own an equal share and interest in the condominium property which is appurtenant to his unit provided, however, that the share of the owner of the manager's unit shall be one (1%) percent. The common property includes, but is not limited to, the following items which are appurtenant to the several units as indicated:

A. Common elements. Appurtenant to each unit in this condominium shall be a membership in LANDS END OF PERDIDO KEY CONDOMINIUM ASSOCIATION, INC. Each of the unit owners shall also own an undivided 3.3% of the common elements provided, however, that the owner of the manager's unit shall own an undivided 1% of the common elements and limited common elements.

B. Common surplus. Each unit owner shall own any common surplus of his condominium in the same percentage as the common elements appurtenant to each unit are shared. This ownership, however, does not include the right to withdraw or require

payment or distribution of the same.

C. Air conditioning and heating systems. Each unit owner shall be and is the sole owner of his apartment's individual air conditioning and heating system, whether such system is located inside or outside of his individual unit. The system shall include, but is not limited to, the compressor, motor, fan and related parts, but shall not include such conduits and ducts as are described in paragraph XI A. hereof.

D. Common expenses. The common expenses of the condominium shall be shared by the unit owners of the condominium in the same percentage as the common elements appurtenant to each unit are shared. The foregoing ratio of sharing common expenses and assessments shall remain regardless of the purchase price of the condominium parcels, their locations or the building square footage included in each condominium unit. Notwithstanding the foregoing specific maintenance expense obligations imposed upon each condominium parcel, whether pursuant to appurtenant portions of paragraphs XI B. and 38 hereof shall, where applicable, govern and control such owners' obligations.

IX. GOVERNING BODY - CONDOMINIUM ASSOCIATION

The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the condominium shall be LANDS END OF PERDIDO KEY CONDOMINIUM ASSOCIATION, INC. The Bylaws of the association are attached hereto as Exhibit D and made a part hereof and a copy of the Articles of Incorporation of the association is attached hereto as Exhibit C and made a part hereof.

All parties hereafter owning condominium parcels in this condominium, which interest is evidenced by recordation of a proper instrument in the public records of Escambia County, Florida, shall automatically be members of the association, and

such membership shall automatically terminate when such persons have divested themselves of such interest. The Developer shall be deemed an owner and voting member of and for each unsold condominium unit. All the affairs, policies, regulations and properties of the association shall be controlled and governed by the board of directors of the association consisting of voting members.

The association shall have all of the powers and duties reasonably necessary to operate this condominium as set forth in this declaration, the Bylaws and Articles of Incorporation of the association and as the same may be amended. It shall also have all of the powers and duties of an association as set forth in the Condominium Act, as well as all powers and duties granted or imposed upon it by this declaration, including:

A. The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein which are necessary to prevent damage to the common elements or to other unit or units. The Developer (or other person) has the right to retain control of the association after a majority of the units have been sold.

B. The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

C. The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners at all reasonable business hours.

D. The power to enter into contracts with others for a valuable consideration, including but not limited to, contracts for vending machines, security service, landscaping, maintenance, pest control, water treatment, and for the maintenance and management of the subject condominium property, including the normal maintenance and repairs of the common elements, and in

connection therewith, to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for nonpayment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

E. The power to adopt reasonable rules and regulations for the maintenance and conservation of the condominium property and for the health, comfort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

A copy of the Articles of Incorporation of the association are appended hereto as Exhibit C. Amendments to the Articles of Incorporation shall be valid when adopted in accordance with their provisions and filed with the Secretary of State, or as otherwise required by Chapter 617, Florida Statutes, as amended from time to time. No amendment to the Articles of Incorporation shall change any condominium parcel or the share of common elements, common expenses, or common surpluses attributable to a parcel, nor the voting rights appurtenant to a parcel, unless the record owner or owners thereof and all record owners of liens upon such parcel or parcels shall join in the execution of such amendment.

X. BYLAWS

The operation of the condominium property shall be governed by the Bylaws of the association which are annexed to this declaration as Exhibit D and made a part hereof. Said Bylaws may be amended in the manner provided therein.

XI. AMENDMENT TO DECLARATION

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

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

B. A resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors of the Association, or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by sixty-six and two-thirds (66-2/3%) percent of the entire membership of the Association. In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners in the manner required for the execution of a deed and such amendment shall be effective when recorded in the public records of Escambia County, Florida.

C. No amendment shall be made or be valid which shall in any manner impair the security of any mortgagee having a mortgage or other lien against any condominium parcel or parcels without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering said parcel or parcels, which consent shall be executed with the formalities required for deeds and recorded with the aforesaid amendment.

D. No amendment shall be made increasing or decreasing a unit owner's percentage of ownership in the common elements as hereinabove stated unless the unit owner or owners so affected and all record owners of lands thereon shall join in the execution of the amendment with the formalities required for

deeds and recorded with the amendment.

XII. PURPOSE AND USE RESTRICTIONS

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

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

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

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

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

E. Until the Developer has completed all of the contemplated improvements and closed the sale of all units of the condominium, neither the unit owners, contract purchasers, nor the Association, nor their use of the condominium property shall interfere with the completion of contemplated improvements or the sale of the units. Developer may make such use of any unsold

units and all common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, advertising, showing of the property, display of signs and storage of materials.

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

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

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

I. No for sale or for rent signs or other signs shall be displayed or in any manner be visible from the exterior of a unit by any individual unit owner on his condominium parcel or any part of the condominium property.

J. Reasonable regulations concerning use of the condominium property and especially the common elements and limited common elements may be promulgated by the Association in accordance with the procedures set forth in the Association Bylaws.

XIII. INTERVIVOS TRANSFERS AND RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

There shall be no restriction on the sale or transfer of condominium units.

There shall be no restriction on the rights of heirs or devisees of deceased unit owners from inheriting and thereafter using the condominium unit owned by the deceased owner so long as all other provisions hereof have been complied with.

XIV. ASSESSMENTS

The Association, through its Board of Directors, shall have

the right and duty to make and collect assessments, special assessments, and such other assessments as are provided for by the Condominium Act, this Declaration, or the Bylaws.

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

B. In accordance with Florida Statutes, Section 718.112(2)(f), the Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the condominium. Should the Board of Directors at

any time determine in the sole discretion of said Board of Directors that the assessments levied are, or may prove to be, insufficient to pay the costs of operation and management of the condominium or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary. Assessments for common expenses shall be borne by unit owners in the proportions or shares set forth in Section VIII hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

C. All notices of assessments from the Association to the unit owners shall be due and payable ten (10) days from the notice or delivery of the notice of such assessment. Assessments and installments thereof not paid within ten (10) days from the date due shall bear interest from the due date at the highest rate allowed by law. A late charge of \$25.00 shall be made on all assessments not paid within ten (10) days from the date such assessment is due. All payments on accounts shall be applied to late charges and to interest and then to the assessment payment first due.

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

E. The owner or owners of each condominium parcel shall be

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

F. No owner of a condominium parcel may exempt himself from liability for any assessment levied against such owner and his condominium parcel by waiver of the use or enjoyment of any of the common elements, or by abandonment of the condominium parcel or in any other way.

XV. LIEN OF THE ASSOCIATION

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

B. In the event legal proceedings are instituted to foreclose the lien for assessments, the Association upon bringing such proceedings shall be entitled as a matter of right to the appointment of a receiver who shall be entitled immediately to

take possession of said unit under the supervision of the court conducting the foreclosure proceedings, and in the event the receiver allows the owner of the unit to remain on the subject property, the owner shall pay a reasonable rental for the unit to the receiver for the benefit of the Association and the owner, said rental to be applied first to the payment of delinquent assessments, court costs, attorney's fees and other fees, and then to the mortgagee to the extent of any delinquency, and then to the owner.

XVI. MAINTENANCE AND REPAIRS

The responsibility for the maintenance of the condominium property shall be as follows:

A. By the Association. The Association shall maintain, repair and replace at the Association's own expense:

1. All common elements.
2. All drives and parking areas.
3. All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load bearing columns.
4. All conduits, ducts, plumbing, air conditioning ducts, wire, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within an interior boundary wall, and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which it is contained.
5. All portion of the sewage disposal system.
6. All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

B. By the condominium parcel owner. The owner of each

condominium unit at his own expense shall see to and be responsible for the maintenance of his unit and all equipment and fixtures therein, including but not limited to, all air conditioning equipment (including compressors and other equipment for his unit located within a unit or on the common elements) and must promptly correct any conditions which would, if left uncorrected, cause any damage to another unit. The owner of each unit shall be responsible for any damage caused by his actions or by his willful, careless or negligent failure to act, or by the willful action or negligence of his family or his or their guests, lessees, employees, or agents, to the extent that such expense is not defrayed by the proceeds of insurance carried by the Association. Furthermore, the owner of each unit shall at his own expense be responsible for the upkeep and maintenance, including but not limited to, painting, replastering, ceiling and polishing of the interior finished surface of the perimeter walls, ceiling and floor which constitute the boundary lines of each unit, the interior portion of all exterior doors, all glass doors, all screens, all windows and plate glass in windows and plate glass or screens in the perimeter walls of the unit and its attached balconies. The foregoing maintenance and repair obligation notwithstanding, the Association in the exercise of its discretion may require established levels of maintenance and upkeep of the various apartment unit owners with respect to their balconies and exterior doors and windows, and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of the balconies and exterior doors and windows. The Association may likewise undertake the painting, maintenance and/or repair of all exterior walls and doors of the condominium, whether or not falling within or including a balcony, balustrade or railing as part of any overall program of maintenance and repair. The unit owners will be individually responsible for the maintenance of the electrical

system and electrical distribution systems within their own units from and including the fuse box or circuit breaker applicable and servicing the unit inward, that is to say, in respect to all distribution lines serving only the apartment and outlets within the apartment. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual unit's fuse boxes.

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

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

XVII. ALTERATIONS AND IMPROVEMENTS

A. Common elements. There shall be no material alterations or substantial additions to the common elements or limited common elements except as the same are authorized by the Board of Directors and modified by the affirmative vote of voting members casting not less than two-thirds (2/3) of the total votes of the members of the Association present at any regular or special meeting of the unit owners called for that purpose. The cost of the foregoing shall be assessed as common expenses of this condominium. Where any alterations or additions as aforescribed are exclusively or substantially exclusively for the benefit of the unit owners requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners exclusively or

substantially exclusively benefiting, then the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. No such alteration or improvement shall interfere with the rights of any unit owner without his consent and the consent of the mortgagees of record.

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

C. Provisions of paragraph B to the contrary notwithstanding, with the permission of the Association or of the

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

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

Developer.

**XVIII. PROVISIONS FOR CASUALTY INSURANCE,
PAYMENT OF PROCEEDS, RECONSTRUCTION,
INSURANCE TRUSTEE**

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

B. ASSURED AND LOSS PAYABLE. All casualty insurance policies purchased by the Association hereunder shall be for the

benefit of the Association and all unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses of \$25,000 or less shall be paid to the Association. Any sum in excess of \$25,000 shall be paid to an Insurance Trustee.

An Insurance Trustee shall be any bank or trust company or other corporate trustee authorized to and doing business in Escambia County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the units in the condominium (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half (1/2) the unpaid balance of all first mortgages on said units). Said trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee which shall not be inconsistent with any of the provisions herein set forth.

C. PAYMENT OF PREMIUMS, TRUSTEE'S EXPENSES AND COLLECTION. The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. MANDATORY REPAIR. Unless there occurs substantial damage or destruction to all or a substantial part of the

condominium property as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the unit owners shall repair, replace and rebuild the damage caused by casualty loss, which shall be borne by the unit owners in proportion to their shares of the common elements as set forth in this Declaration.

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

Unless there occurs substantial damage to or destruction of all or a substantial portion of the condominium property and the

unit owners fail to elect to rebuild and repair as provided in paragraph F below, the Insurance Trustee or the Association, if applicable, shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the unit owners of insurance, and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the uses and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duties shall be the Association's.

F. TOTAL DESTRUCTION. As used in this Declaration, and in any other connection or context dealing with this condominium "substantial damage to or destruction of all or a substantial portion of the condominium property" shall mean "with respect to the entire condominium, that two-thirds (2/3) or more of all apartment units are or have been rendered untenable by casualty loss or damage."

Should there occur substantial damage to or destruction of all or a substantial part of the condominium property with respect to the entire condominium, the condominium property shall not be reconstructed unless two-thirds (2/3) of all the unit owners shall agree to reconstruct, in writing, within ninety (90) days after the casualty loss or damage occurs. Should reconstruction not be approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the unit owners and mortgagees as their interest may appear and the condominium property shall be removed from the provisions of the Condominium Act. The determination not to reconstruct after casualty shall be evidenced by a certificate signed by one of the officers of the Association stating that the ninety (90) day

period has elapsed and that the Association has not received the necessary writings from two-thirds (2/3) of the unit owners.

G. RIGHTS OF MORTGAGEES. If any first mortgagee of any condominium unit shall require that the Association deposit sufficient monies to pay casualty insurance premiums in escrow, only one such escrow account shall be required. However, the Association shall not be required to fund this escrow account more frequently than once a month nor deposit therein from month to month an amount greater than one-twelfth (1/12) of the reasonably estimated casualty insurance premium next due. Any mortgagee in any mortgage which, in accordance with the provisions of the mortgage, shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage be distributed to the mortgagee and the unit owner as their interest may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the unit or units encumbered by its mortgage or mortgages and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

H. 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 and to execute releases thereof:

I. UNIT OWNERS INSURANCE. Nothing herein shall prevent

any unit owner from obtaining additional casualty insurance on his own unit for his sole benefit.

XIX. OTHER INSURANCE

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

B. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to condominium associations a program of insurance which will not only insure the Association's liability and the liability of unit owners with respect to the common elements and limited common elements but also the liability of individual unit owners with respect to the interior of their units, then the Association may obtain such liability insurance coverage protecting both the Association and the unit owners against all liabilities for damage to persons and property whether occurring within or

without a unit and the premium therefor shall be a common expense. If it shall appear that condominium unit owners in such a program of insurance are entitled to elect additional coverages or excess coverage above those coverages elected by the Association for all unit owners, then the Association may require the individual unit owners selecting the excess coverage to pay the reasonable premium for such additional or excess coverage.

C. The Board of Directors of the Association shall obtain workers' compensation coverage as may be required by law and such other insurance, including but not limited to, fidelity bonds for officers and directors as the Board may from time to time deem necessary or advisable. Premiums for such insurance shall be a common expense. In addition, the Board of Directors may as they deem necessary and proper and to the extent such is available obtain flood insurance for the condominium property.

XX. MORTGAGES AND MORTGAGEES

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

XXI. DEVELOPER'S UNITS, RIGHTS AND PRIVILEGES

A. Until the Developer has completed and sold all units of the condominium, neither the unit owners nor the Association nor

their use of the condominium shall interfere with the completion of the contemplated improvements and the sale of the units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold units and the common areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs, billboards, placards and other visual promotional materials. The Developer may use unsold units as model units or as sales offices for display purposes to prospective condominium purchasers. The Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as Developer determines. The sales office, personal property, model furnishings, signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. The Developer may sell, lease, mortgage and/or rent parcels owned by it to any person or persons whomsoever.

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

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

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

C. For the purpose of this section and the powers, rights and authorities granted to the Developer, the Developer shall be deemed to mean not only Gulf/River Properties, Inc. as defined in

Section I hereof, but also any of its parent or subsidiary organizations designated by it by an instrument in writing to be considered the Developer herein for the purposes set forth herein, or any of them and/or any corporate agent of said Developer similarly designated by the Developer to be treated as a developer for the purposes herein contained or any of them, which agent is involved in the development, promotion, construction and/or sales of this condominium and its units. The term "Developer" shall also include for all purposes contained in the Declaration and its exhibits any successor or alternate developer appointed by Gulf/River Properties, Inc. as a successor or alternate developer by an instrument in writing specifically setting forth that such a successor or alternate is to have the rights, duties, obligations and responsibilities in whole or in part of the Developer hereunder, together with Gulf/River Properties, Inc., providing that such instrument in writing shall be executed by such successor or alternate developer indicating its consent to be so treated as the "Developer."

E. This section shall not be amended without the written consent of the Developer and of any successor or alternate developer designated in accordance with the provisions of paragraph D above.

F. Provisions of Section XI of this Declaration to the contrary notwithstanding, no provision of this Declaration or of the Bylaws of the Association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers and authorities or special dispensations without the written approval of the Developer, so long as the Developer or any successor or alternate developer shall own any units in the condominium.

XXII. RECREATIONAL FACILITIES

A. The Association upon recommendation by a majority of

its Board of Directors and with the consent of two-thirds (2/3) of the Association's members and subject to the requirements of paragraph C below may from time to time acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities including, but not limited to, country clubs, golf courses, docking facilities, marinas and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners. Such agreements shall provide the manner in which they may be amended; otherwise an amendment shall require all the approval set forth in this paragraph A and paragraph C below.

B. The Association shall be subject to the provisions, covenants, conditions or promises contained in any agreement, lease or other undertakings entered into under the authority of this section. This section may not be modified, amended or changed in any regard without the consent in writing of the lessor therein or the equivalent party, if he be not properly denominated "lessor," which consent shall be evidenced by said lessor or equivalent party joining in the execution of the certificate of amendment with the formalities required for deeds.

C. The provisions of paragraph A above notwithstanding, mortgagees holding first mortgages on any unit or units shall, if they acquire such units by foreclosure or deed in lieu of foreclosure, take such unit or units exempt from and free and clear of any of the terms and obligations and without the use or benefits of such agreements entered into under the authority granted in paragraph A above, to the same extent and effect as if such agreements did not exist, unless such mortgagee or subsequent owner of such unit taking title through such mortgagee shall at any time consent in writing to such agreement or agreements; in which case the exemption granted in this paragraph C shall thereafter not apply to such unit or units. The

exemption granted in this paragraph C shall include, but not be limited to, an exemption from the payment of the prorata share of any rent, license fees, use fees, maintenance charges or other exactions imposed upon the Association and/or its unit owners under the terms of such agreements, whether or not such impositions or obligations shall constitute common expenses of the condominium. If, however, at or before the time the Association enters into such agreement or agreements, a majority of the first mortgagees of units in the condominium shall approve such agreement or agreements, then the exemption provided for in this paragraph C shall not apply to any mortgagee or to any unit in the condominium.

D. The provisions of paragraph A to the contrary notwithstanding, the consent of the Developer shall be a mandatory requirement to the Association's entry into any agreement or acquisition authorized under paragraph A above at any time the Developer owns condominium units, the common elements of which aggregate ten percent (10%) or more of the total common elements. This section shall not be amended without Developer's consent so long as Developer owns more than one (1) condominium apartment unit in the condominium.

XXIII. SEPARABILITY OF PROVISION

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

XXIV. TERMINATION

A. This condominium may be voluntarily terminated in the manner provided for in Section 718.117, Florida Statutes, at any time. In addition thereto, when there has been substantial damage as defined in paragraph F of section XVIII above, this condominium shall be subject to termination as provided therein.

In addition, if the proposed voluntary termination is submitted to a meeting of the members of the Association pursuant to notice and is approved in writing within sixty (60) days of said meeting by three-fourths (3/4) of the total vote of the members of the Association and all mortgagees, then the Association and the approving owners shall have an option to purchase all of the parcels of the other non-consenting owners within a period expiring one-hundred-twenty (120) days from the date of such meeting. Such approval shall be irrevocable until the expiration of the option and if the option is exercised, the approval shall be irrevocable. The option shall be exercised upon the following terms:

1. Exercise of option. An agreement to purchase executed by the Association and/or the record owners of the condominium parcels who will participate in the purchase shall be delivered by personal delivery or mailed by certified mail or registered mail to each of the record owners of the condominium parcels to be purchased and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating owner and/or all parcels owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

2. Price. The sales price for each unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by appraisers appointed by the Senior Judge of the Circuit Court in and for Escambia County, Florida, on the petition of the seller. The expenses of appraisal shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

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

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

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

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

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

XXV. BASEMENTS

A. ENCROACHMENTS. All the condominium property and all the condominium units and the common elements and the limited common elements shall be, and are singly and collectively, subject to easements for encroachments which now or hereafter exist or come into being caused by settlement or movement of the

building or other improvements upon the condominium property or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the condominium property, which encroachments shall and do exist and shall continue as valid easements so long as the encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

B. GENERAL. The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for utility service, for the United States Post Office authorities, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates and said Developer shall have the right to grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the condominium property nor unreasonably interfering with the enjoyment of the condominium property by the Association's members.

An easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium, shall constitute a covenant running with the land of the condominium and notwithstanding any other provisions of this Declaration may not be substantially amended or revoked in such a way as to

unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the condominium. The unit owners of this condominium do hereby designate the Developer and/or the Association as their lawful attorney in fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

C. FUTURE EASEMENTS. The Developer and its successor as developer retain the right and shall at all times have the right to declare and create, modify and amend from time to time without joinder and consent of any unit owner.

XVII. SUBJECT TO DECLARATION

Each unit owner and every resident of the condominium and all parties joining in this Declaration shall be subject to and shall comply with the terms and conditions of this Declaration and the exhibits thereto, and all regulations from time to time adopted pursuant to said documents, and all amendments thereto. Failure of a unit owner or resident of the condominium to comply with the terms of said documents or regulations shall entitle the Association and/or other unit owners to the following relief in addition to the remedies provided by the Condominium Act and Bylaws.

A. Each unit owner shall pay to the Association the amount of any increase in its insurance premiums occasioned by the use, misuse, occupancy or abandonment of his unit or its appurtenances or of the common elements of any property in which the Association owns an interest by said owner or any resident of the unit.

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

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

XXVII. MANAGER'S UNIT

Upon the completion of the condominium, Developer shall sell the manager's unit to the Association and the Association shall purchase said unit from the Developer for the price of \$75,000 with no down payment and Developer shall accept a wrap-around mortgage for the full amount of the purchase price payable over a period of twenty (20) years with interest at fourteen percent (14%) on the unpaid balance and with full right of prepayment without penalty. Costs of closing shall be apportioned as on other sales contracts, a copy of which is attached to the prospectus. The Association may use the apartment for such purposes as it considers appropriate or may dispose of it. The wrap-around mortgage to Developer shall be non-assumable and provide for full payment upon sale or transfer of the property. Closing on this unit shall be simultaneous with other closings. The manager's unit shall share in the common expense and surplus.

XXVIII. MISCELLANEOUS PROVISIONS

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

The Developer as the owner of any condominium unit shall not be required to pay any of the common expenses of the condominium or any regular monthly or special assessments ~~as~~ would be the obligation of the condominium units owned by the Developer except for this paragraph, which assessments become due and payable in whole or in part at any time prior to the first day of the fourth (4th) calendar month next succeeding the recording of this Declaration; providing, however, that the Developer shall be obligated to pay that portion of the common expenses incurred during that period which exceeds the funds assessed against other unit owners.

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

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

Association: Lands End of Perdido Key Condominium

Association, Inc., at the address established therefor by the Association.

Unit Owner: As the unit owner's address appears on the books of the Association.

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

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

D. All unit owners and the Developer and its assigns are hereby granted easements over all common elements for purposes of ingress and egress.

E. All "unassigned parking spaces" are hereby deemed to be parking spaces for the purpose of unit owners, guests, employees, servants and visitor parking. Developer, so long as it has units for sale, shall have the right to use unassigned parking spaces or a portion of the common elements and property for parking and for prospective unit purchasers and such other parties as Developer reasonably determines.

F. **GOVERNING PROVISIONS.** Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein, the provisions of this Declaration and exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated herein.

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

H. **CONTROLLING LAW.** Should any dispute or litigation arise between any of the parties whose rights or duties are

affected or determined by this Declaration, the exhibits annexed hereto or the rules and regulations adopted pursuant to such documents as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, GULF/RIVER PROPERTIES, INC., an Alabama Corporation authorized to do business in the State of Florida, has executed this Declaration of Condominium this 7th day of May, 1985.

Witnesses:

Rolando L. Gilbert
E. Ann Ford

GULF/RIVER PROPERTIES, INC.

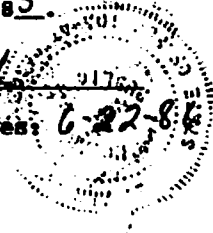
By: Carter S. Kennedy
President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, on this day personally appeared Carter S. Kennedy, President of GULF/RIVER PROPERTIES, INC., described in and who executed the foregoing Declaration of Condominium of Lands End of Perdido Key, a Condominium, and acknowledged that he executed the same freely and voluntarily for the uses and purposes therein expressed, and that he executed the foregoing instrument as the act and deed of the corporation.

WITNESS my hand and official seal in the State and County aforesaid this 7th day of May, 1985.

E. Ann Ford
Notary Public
My commission expires: 6-22-86



JOINDER OF MORTGAGE

AMSOUTH BANK, N.A., the owner of a mortgage from Gulf/River Properties, Inc. to AmSouth Bank, N.A., dated the 5th day of July, 1983 and recorded in Official Record Book 1782 at page 661 of the public records of Escambia County, Florida, as amended and corrected by a corrective mortgage dated October 3, 1983 and recorded in Official Record Book 1821, at page 289, as modified by Modification of Mortgage and Security Agreement dated March 9, 1984 and recorded in Official Record Book 1884 at page 197, encumbering the property submitted to condominium by this Declaration of Condominium, hereby joins in and ratifies this Declaration of Condominium and agrees that the lien of its mortgage shall be limited to all of the units of Lands End of Perdido Key, a Condominium, according to the foregoing Declaration of Condominium, together with all of the appurtenances to the said units, including but not limited to the undivided shares of said units in the Common elements.

DATED this 8th day of May, 1985.

AMSOUTH BANK, N.A.

BY: [Signature]
Its Sr. Vice President

ATTEST:

[Signature]
Title:

STATE OF ALABAMA

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 8th day of May, 1985, by William Coleman as Sr. Vice President of AmSouth Bank, N.A., for and on behalf of said bank.

[Signature]
Notary Public
My Commission expires [Date]
Notary Public, Alabama State of Large
My Commission Expires December 1, 1985
Bonded by The First Fire & Marine Insurance Co.

EXHIBIT "A" TO DECLARATION
LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN SOUTH 00 DEGREES 02'10" EAST ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 1,420 FEET TO THE SOUTH LINE OF FORT MCRAE ROAD; THENCE SOUTH 89 DEGREES 57'50" WEST 280 FEET ALONG THE SOUTH LINE OF FORT MCRAE ROAD TO A POINT; THENCE SOUTH 0 DEGREES 02'10" EAST PARALLEL TO THE EAST LINE OF SAID SECTION 35 A DISTANCE OF 584 FEET, MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO AND THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 02'10" WEST PARALLEL WITH THE EAST LINE OF SECTION 35 A DISTANCE OF 584 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF FORT MCRAE ROAD; THENCE SOUTH 89 DEGREES 57'50" WEST ALONG THE SAID SOUTH LINE OF FORT MCRAE ROAD A DISTANCE OF 157.33 FEET; THENCE SOUTH 0 DEGREES 02'10" EAST A DISTANCE OF 629 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE IN A NORTHEASTERLY DIRECTION 160 FEET, MORE OR LESS ALONG THE MEAN HIGH WATER LINE TO THE POINT OF BEGINNING, BEING IN SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA. AND ALSO THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 02'10" EAST ALONG THE EAST LINE OF SAID SECTION 35 A DISTANCE OF 1420.00 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF FORT MCRAE ROAD; THENCE GO SOUTH 89 DEGREES 57'50" WEST ALONG THE SOUTH LINE OF FORT MCRAE ROAD A DISTANCE OF 268.00 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE GO SOUTH 01 DEGREES 39'34" EAST A DISTANCE OF 227.94 FEET; THENCE GO SOUTH 19 DEGREES 29'26" WEST A DISTANCE OF 55.22 FEET; THENCE GO NORTH 00 DEGREES 02'10" WEST A DISTANCE OF 279.89 FEET TO THE SOUTH LINE OF FORT MCRAE ROAD; THENCE GO NORTH 89 DEGREES 57'50" EAST ALONG THE SOUTH LINE OF FORT MCRAE ROAD A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE GO SOUTH 00 DEGREES 02'10" EAST ALONG THE EAST LINE OF THE SAID SECTION 35 A DISTANCE OF 1420.00 FEET TO A CONCRETE MONUMENT ON THE SOUTH LINE OF FORT MCRAE ROAD; THENCE GO SOUTH 89 DEGREES 57' 50" WEST ALONG THE SOUTH LINE OF FORT MCRAE ROAD A DISTANCE OF 268.00 FEET TO A CONCRETE MONUMENT; THENCE GO SOUTH 01 DEGREES 39'34" EAST A DISTANCE OF 227.94 FEET; THENCE GO SOUTH 19 DEGREES 29'26" WEST A DISTANCE OF 55.22 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 19 DEGREES 29'26" WEST A DISTANCE OF 25.18 FEET; THENCE GO SOUTH 06 DEGREES 41'26" WEST A DISTANCE OF 90.40 FEET; THENCE GO SOUTH 10 DEGREES 09'22" EAST A DISTANCE OF 108.16 FEET; THENCE GO NORTH 00 DEGREES 02'10" WEST A DISTANCE OF 219.99 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" TO DECLARATION

**SURVEY, PLOT PLAN AND
GRAPHIC DESCRIPTION**

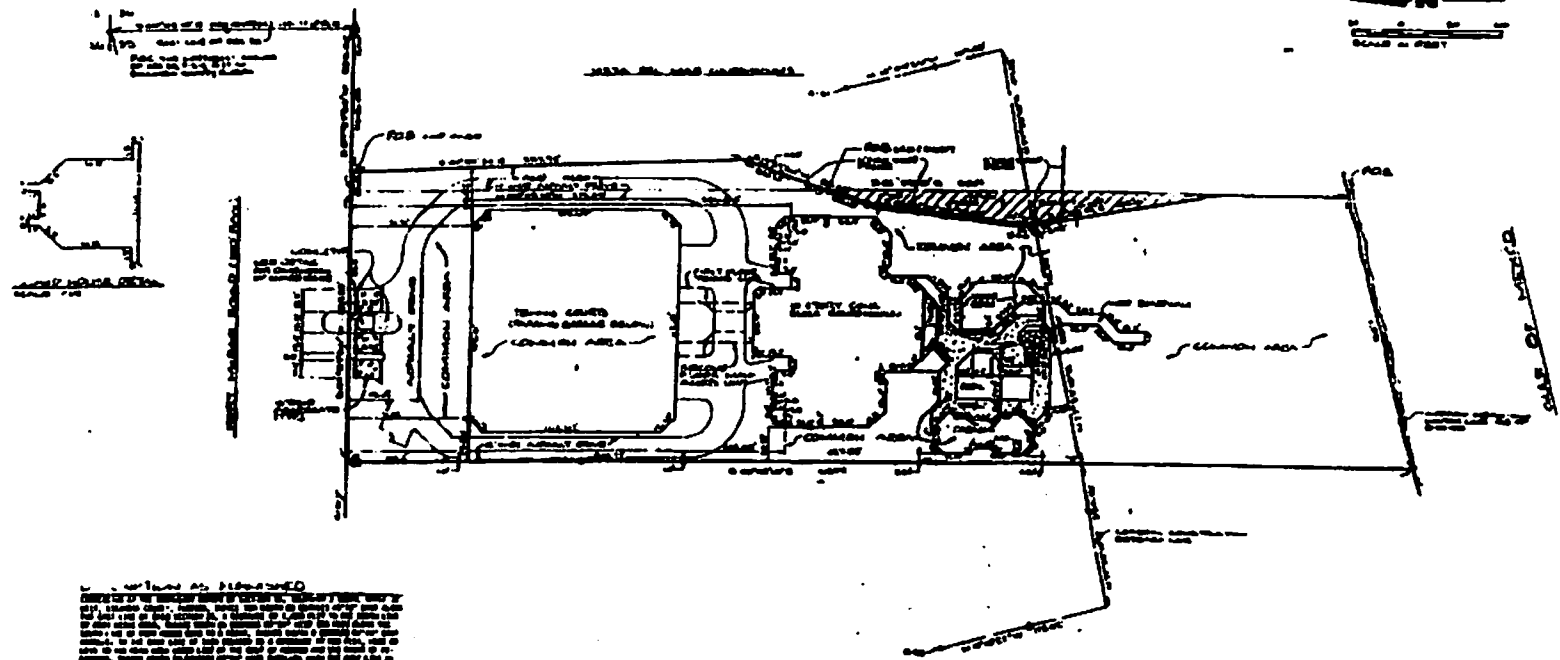
OFFICIAL RECORDS *
PK 2060 PG 951

LAND'S END OF PERDIDO KEY, A CONDOMINIUM

A CONDOMINIUM IN A PORTION OF SECTION 26, TOWNSHIP 3-SOUTH, RANGE 23-WEST, ESCAMBA COUNTY, FLORIDA.

CONDOMINIUM
PLAY BOOK PAGE

DESIGNED BY
LANDS END REALTY DEVELOPMENT, INC.
MAY, 1968



ARTICLE 11. DEFINITIONS
 SECTION 11.01. "CONDOMINIUM" shall mean the entire project as defined in Section 718.01, Florida Statutes, and shall include the building, the land on which the building is situated, and the interest in the building and the land on which the building is situated, as defined in Section 718.01, Florida Statutes, and shall include the building, the land on which the building is situated, and the interest in the building and the land on which the building is situated, as defined in Section 718.01, Florida Statutes.

- LEGEND**
- 1/2" WALL
 - 1/4" WALL
 - 1/8" WALL
 - 1/4" WALL
 - 1/8" WALL

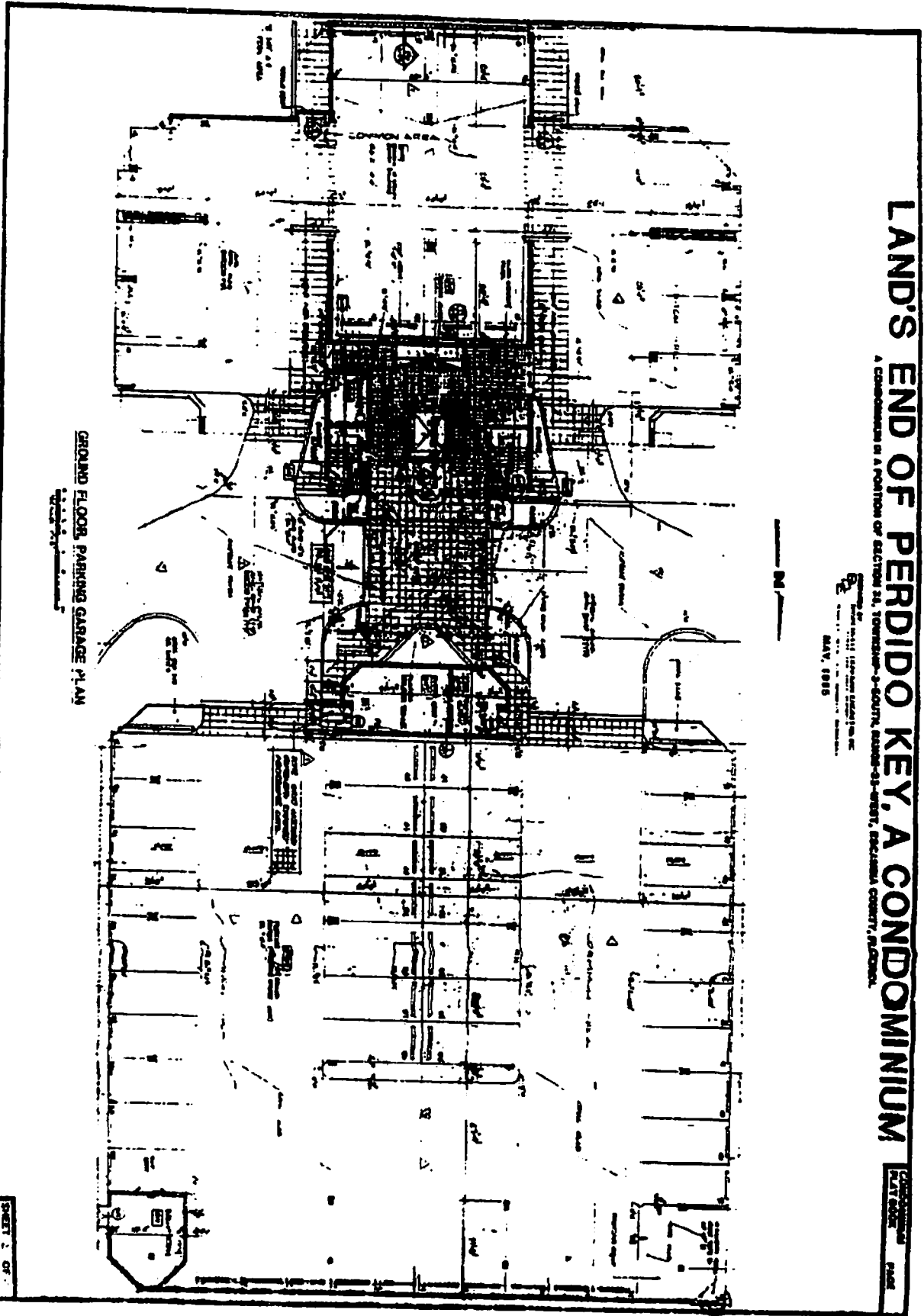
- GENERAL NOTES**
1. THE OWNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE BUILDING.
 2. THE OWNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE BUILDING.
 3. THE OWNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE BUILDING.
 4. THE OWNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE BUILDING.
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 6. THE OWNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE BUILDING.

REGISTERED PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 38152
E. Wayne Parker
 REGISTERED PROFESSIONAL ENGINEER

LAND'S END OF PERDIDO KEY, A CONDOMINIUM

A CONDOMINIUM IN A PORTION OF SECTION 24, TOWNSHIP 3-SOUTH, RANGE 31-WEST, COCALUMA COUNTY, ALABAMA.

Prepared by: **WILLIAMS ENGINEERING, INC.**
MAY, 1985



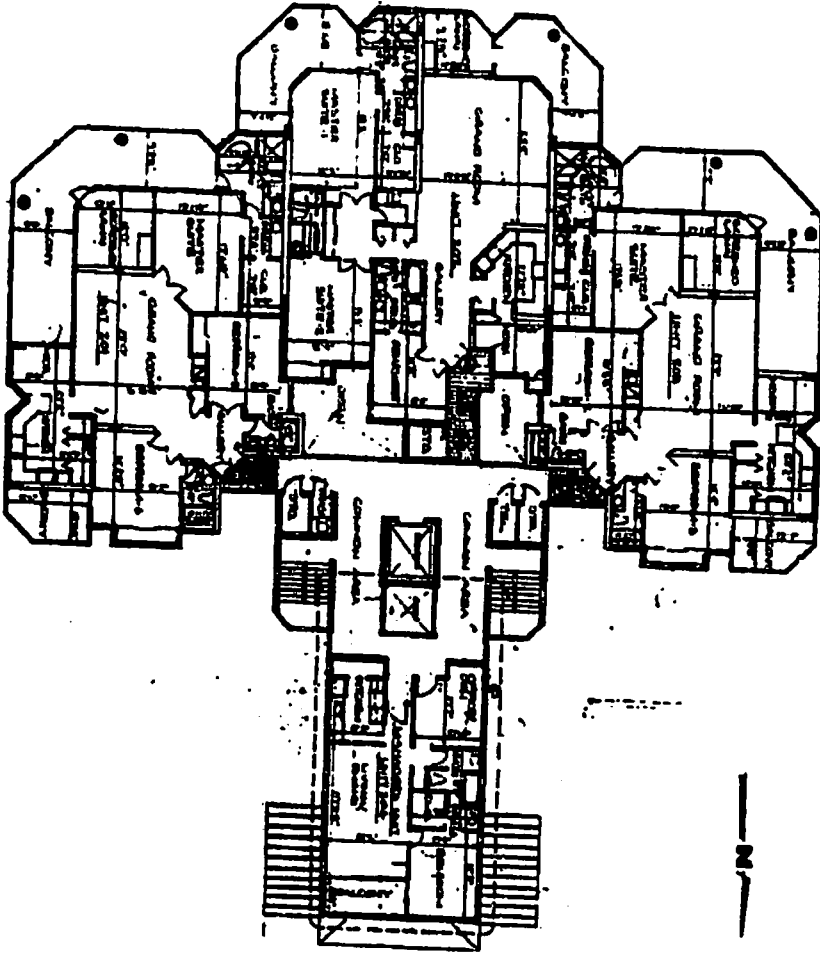
GROUND FLOOR PARKING GARAGE PLAN

SHEET 2 OF 2

LAND'S END OF PERDIDO KEY, A CONDOMINIUM

A CONDOMINIUM IN A PORTION OF SECTION 24, TOWNSHIP 9-SOUTH, RANGE 32-WEST, ESCALAWAN COUNTY, FLORIDA.

Prepared by: **WALLINGTON ASSOCIATES, PC**
DATE: **MAY, 1988**

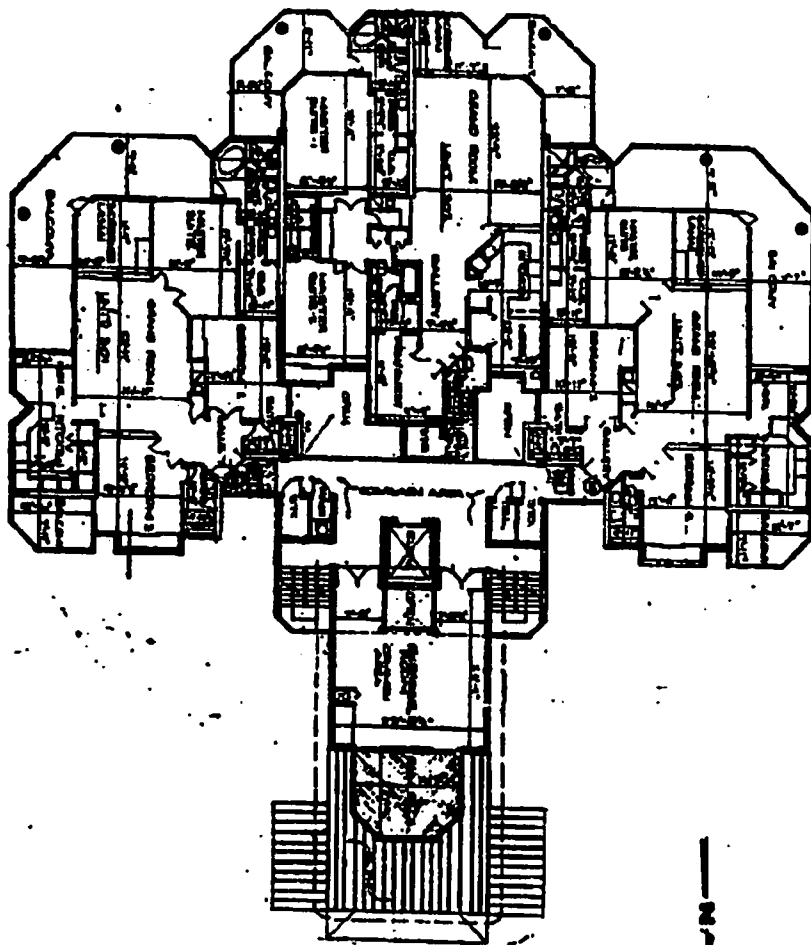


SECOND FLOOR PLAN
1:1/8" = 1'-0"

LAND'S END OF PERDIDO KEY, A CONDOMINIUM

A CONDOMINIUM IN A PORTION OF SECTION 26, TOWNSHIP 9-SOUTH, RANGE 43-WEST, ESCROWED COUNTY, FLORIDA.

THE LANDS END OF PERDIDO KEY, FLORIDA
MAY, 1983



THIRD FLOOR PLAN

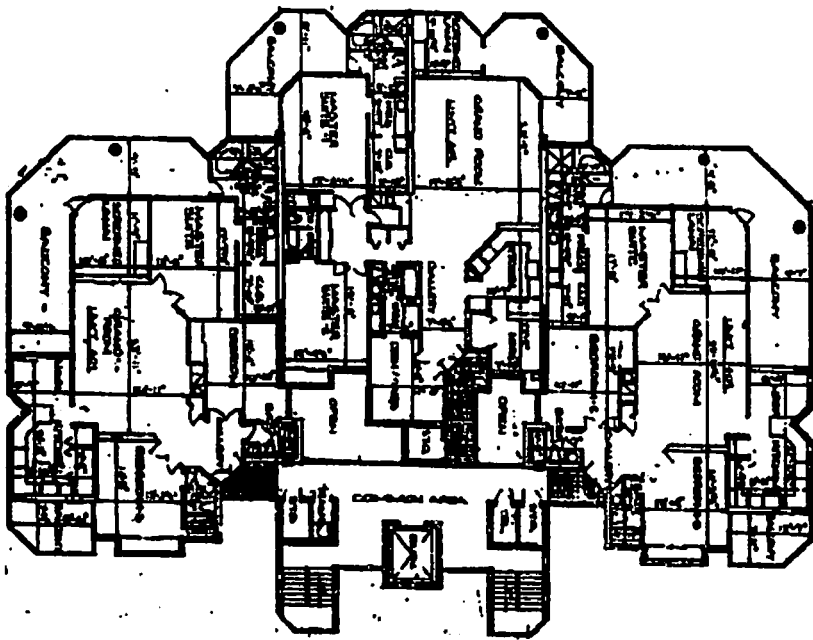
Sheet 5 of 13

CONDOMINIUM PLAN

LAND'S END OF PERDIDO KEY, A CONDOMINIUM

A CONDOMINIUM IN A PORTION OF SECTION 26, TOWNSHIP 9-SOUTH, RANGE 33-WEST, OSCOLAHA COUNTY, MISSOURI.

Prepared by
L. J. ...
MAY, 1988



FOURTH FLOOR PLAN
MAY 1988

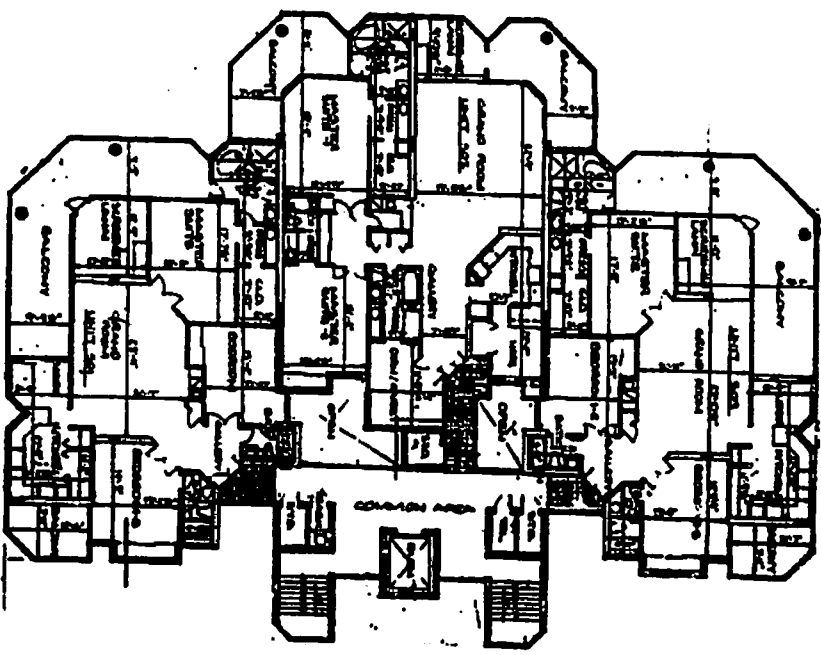
— N —

Sheet 4 of 16

LAND'S END OF PERDIDO KEY, A CONDOMINIUM

A CONDOMINIUM IN A PORTION OF SECTION 24, TOWNSHIP 4-NORTH, RANGE 21-EAST, ESCAMBIA COUNTY, FLORIDA.

PREPARED BY
PLANNING AND ARCHITECTURAL SERVICES, INC.
MAY, 1988



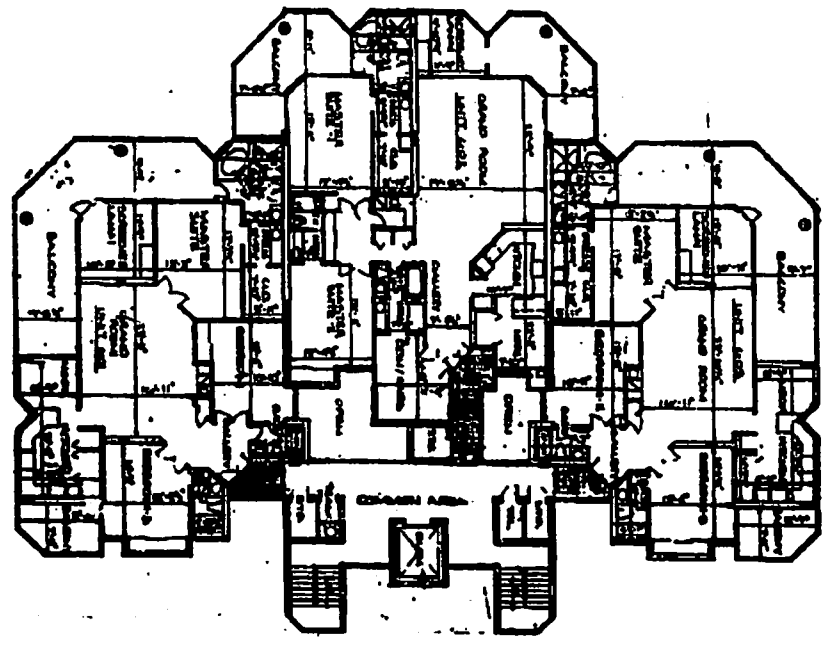
7TH FLOOR PLAN
Scale: 1/8" = 1'-0"



LAND'S END OF PERDIDO KEY, A CONDOMINIUM

A CONDOMINIUM IN A PORTION OF SECTION 16, TOWNSHIP 4-SOUTH, RANGE 23-WEST, DECEMBER COUNTY, FLORIDA.

RECORDED AT THE PUBLIC RECORDS DEPARTMENT
MAY, 1988

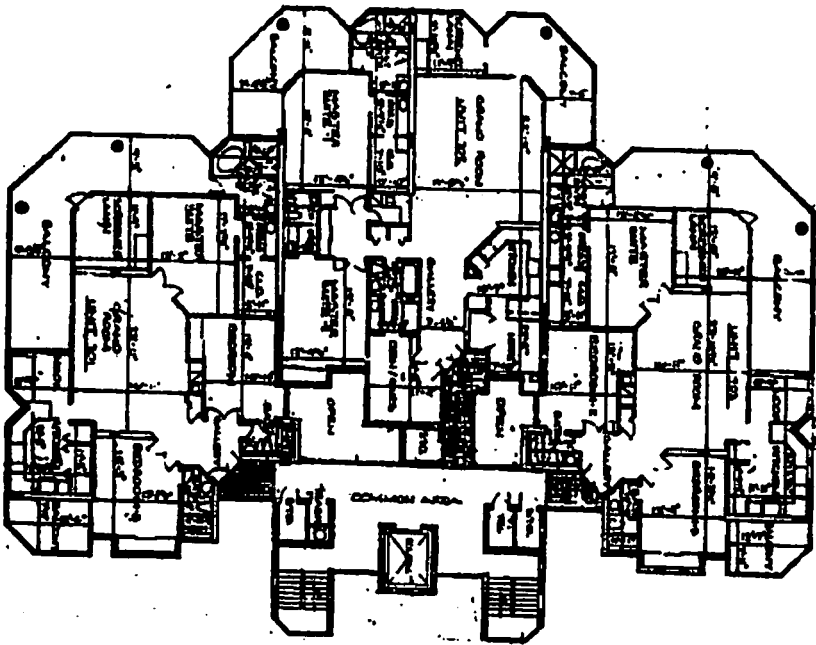


SIXTH FLOOR PLAN

LAND'S END OF PERDIDO KEY, A CONDOMINIUM

A CONDOMINIUM IN A PORTION OF SECTION 28, TOWNSHIP 3-SOUTH, RANGE 23-WEST, SACRAMENTO COUNTY, CALIFORNIA.

THE LANDS END OF PERDIDO KEY CONDOMINIUM ASSOCIATION, INC.
MAY, 1988

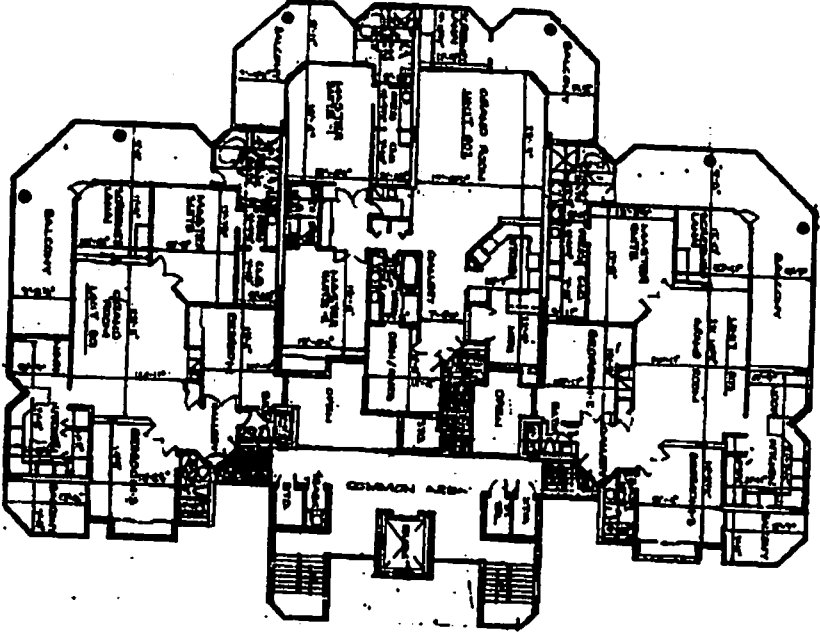


SEVENTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

LAND'S END OF PERDIDO KEY, A CONDOMINIUM

A CONDOMINIUM IN A PORTION OF SECTION 26, TOWNSHIP 9-000TH, RANGE 23-420TH, ESCALERA COUNTY, FLORIDA.

RECORDED AT THE PUBLIC OFFICE OF ESCALERA COUNTY, FLORIDA
MAY, 1988



EIGHTH FLOOR PLAN

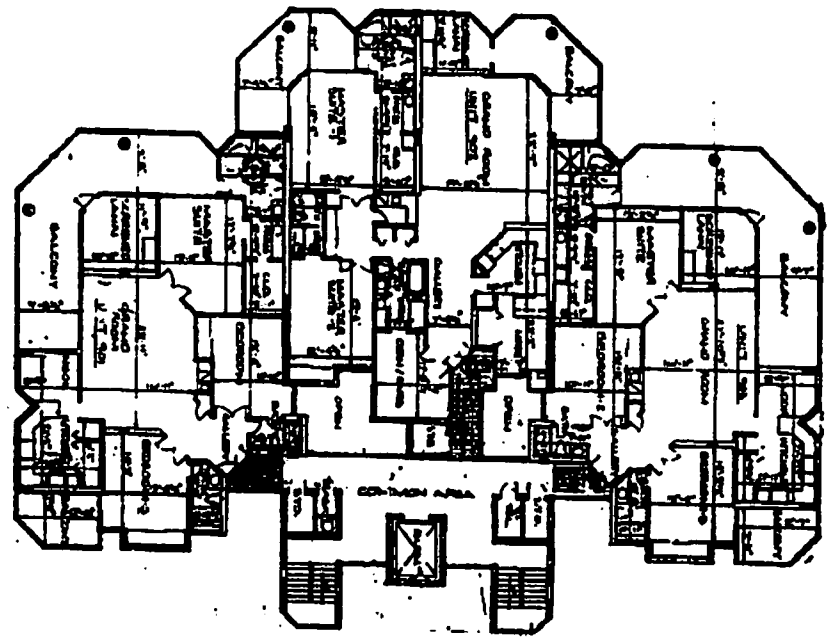
PLAT BOOK PAGE

SECRET 100 75

LAND'S END OF PERDIDO KEY, A CONDOMINIUM

A CONDOMINIUM IN A PORTION OF SECTION 24, TOWNSHIP 4-SOUTH, RANGE 23-WEST, ESCROW COUNTY, FLORIDA.

LAND'S END OF PERDIDO KEY, INC.
1985



11TH FLOOR PLAN

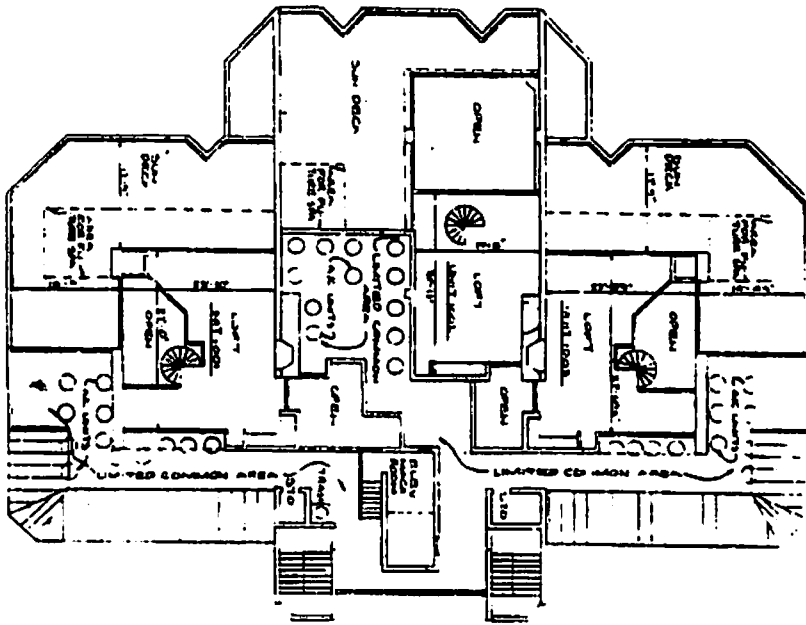
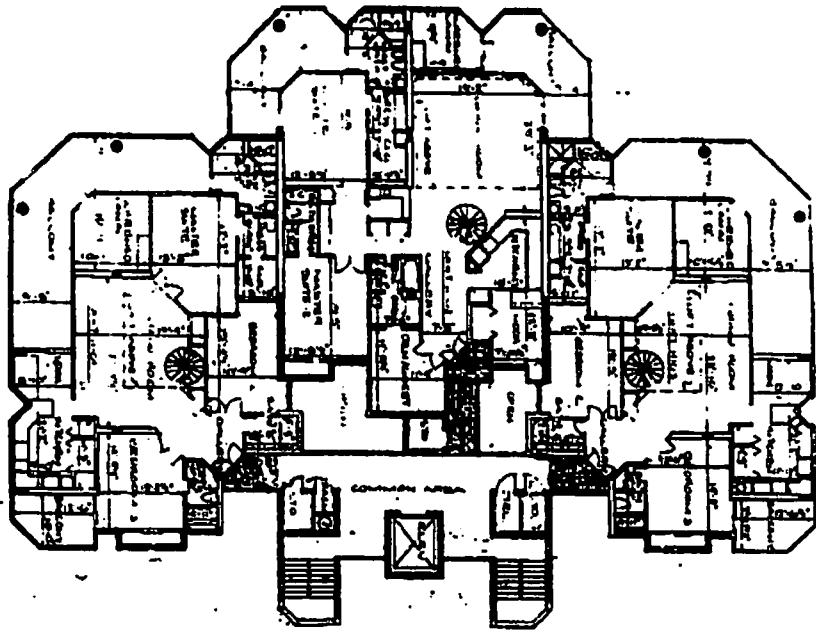


LAND'S END OF PERDIDO KEY, A CONDOMINIUM

A CONDOMINIUM IN A PORTION OF SECTION 24, TOWNSHIP 9-00-N, RANGE 23-WEST, SCLAIMA COUNTY, ALABAMA.

RECORDED
MAY 7, 1983

CONDOMINIUM
FLOOR PLAN
PAGE

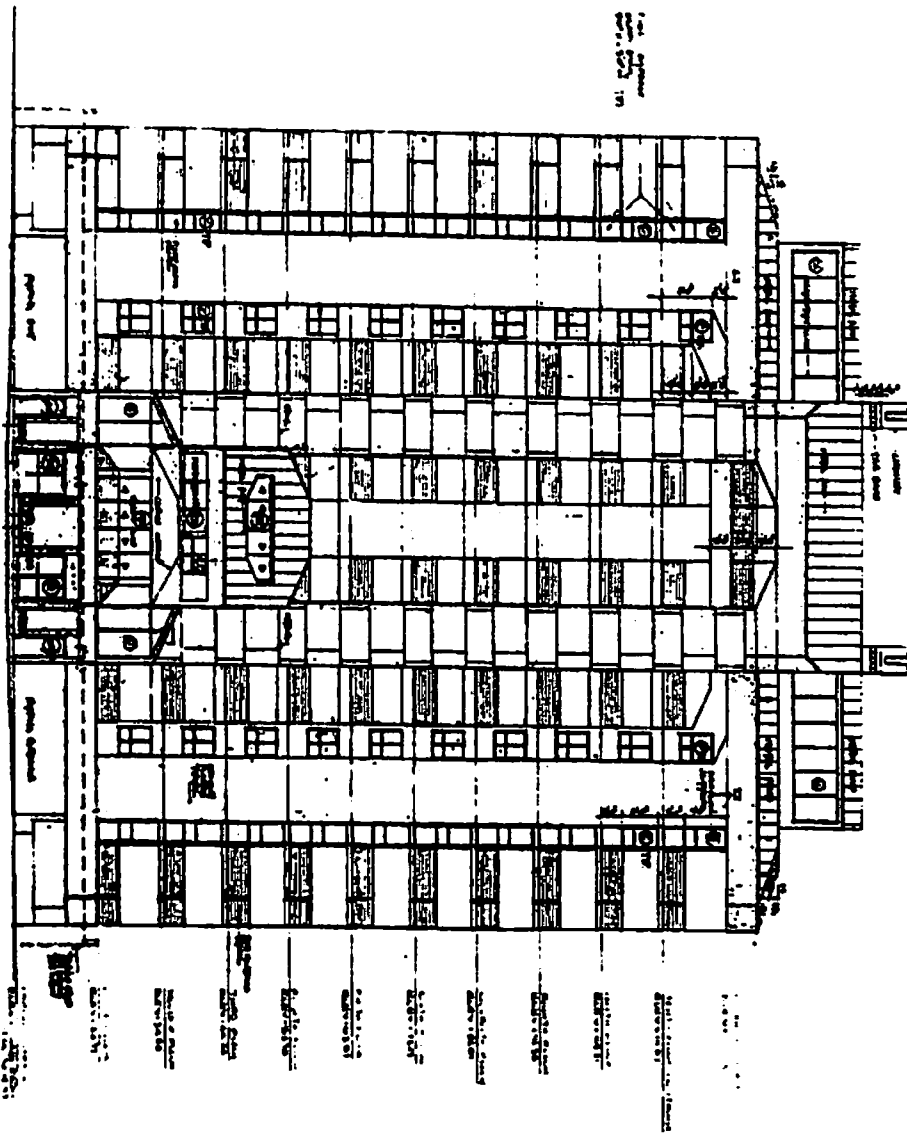


TENTH FLOOR PLAN

LAND'S END OF PERDIDO KEY, A CONDOMINIUM

A CONDOMINIUM IN A PORTION OF SECTION 24, TOWNSHIP 4-SOUTH, RANGE-23-WEST, SECALONA COUNTY, FLORIDA.

Surveyed by
JAMES H. HARRIS, Surveyor
MAY, 1983

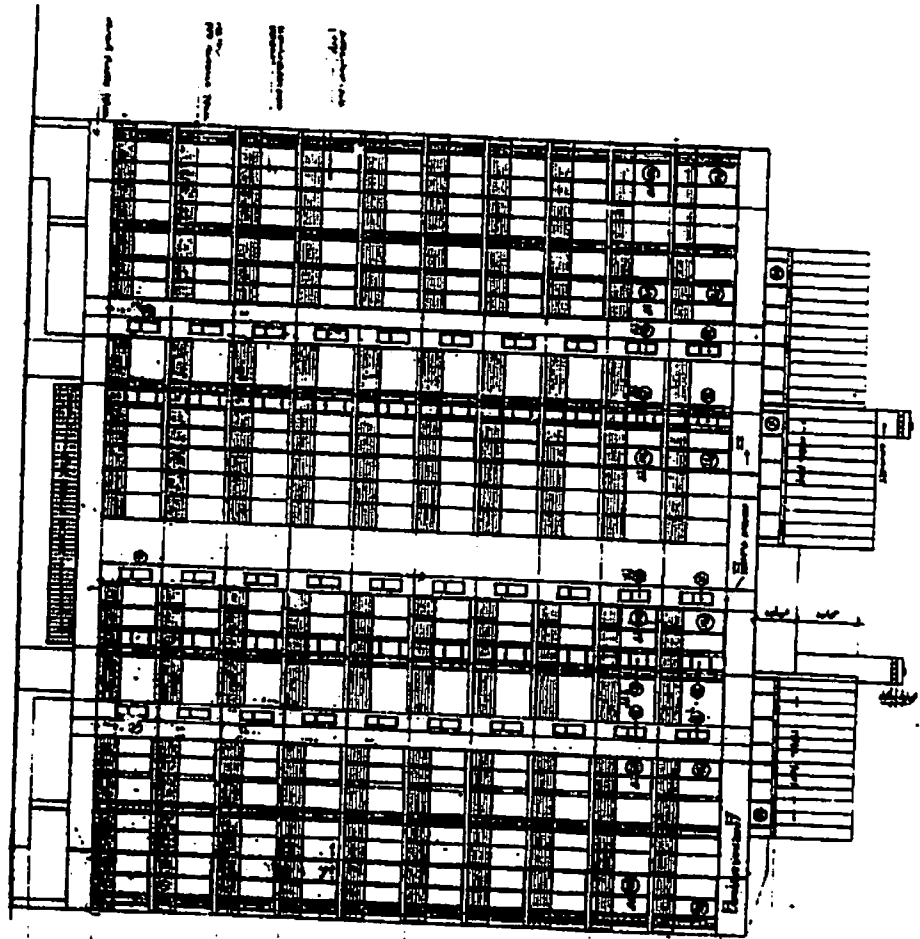


NORTH ELEVATION

LAND'S END OF PERDIDO KEY, A CONDOMINIUM

A CONDOMINIUM IN A PORTION OF SECTION 34, TOWNSHIP-2-100TH, RANGE-23-WEST, ESCAMBA COUNTY, FLORIDA.

PREPARED BY
B. J. ...
MAY, 1988



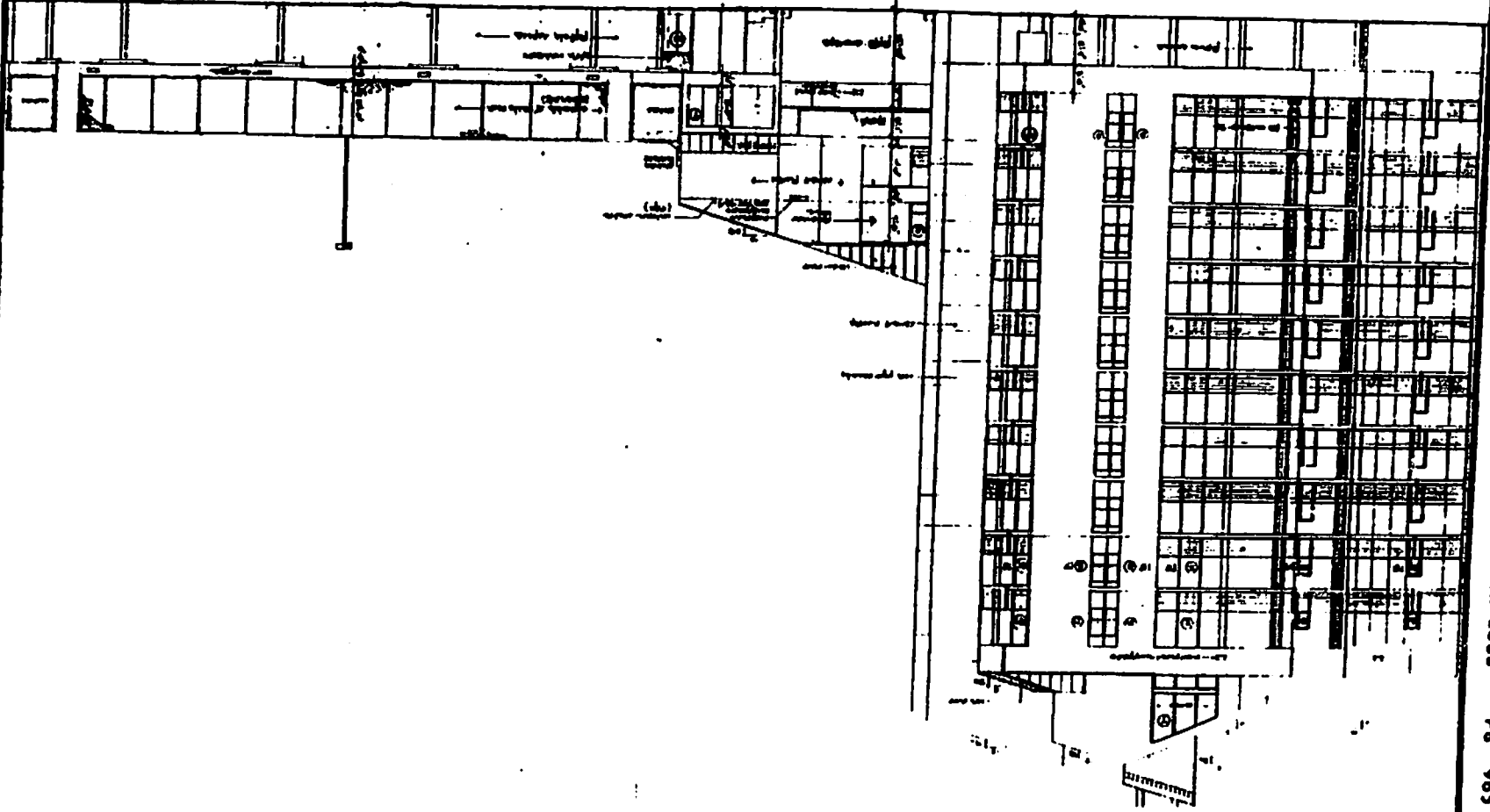
SOUTH ELEVATION

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• OFFICIAL RECORDS •
BK 2060 PG 965

SHEET # 02

EAST ELEVATION



MAY, 1985

LAND'S END OF PERDIDO KEY, A CONDOMINIUM

LAND'S END OF PERDIDO KEY
PLAT BOOK PAGE

A CONDOMINIUM IN A PORTION OF SECTION 28, TOWNSHIP 3-SOUTH, RANGE 22-WEST, ESCAMBA COUNTY, FLORIDA

PREPARED BY: MARLENE KAPLAN, ATTORNEY AT LAW
240 GRANDOU BLVD - SUITE 1400
KEY BISCAYNE, FL 33149

OR Bk3782 Pg0655
INSTRUMENT 00213130

15.00
Rec

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
LANDS END OF PERDIDO KEY

THIS CERTIFICATE OF AMENDMENT is executed this _____ day of 1995 by LANDS END OF PERDIDO KEY CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as "Association").

RECITALS

WHEREAS, the Association has been established for the operation of Lands End of Perdido Key, a condominium, in accordance with the Declaration of Condominium and related documents which were recorded on May 10, 1985, in Official Records Book 2060 at Page 892 of the Public Records of Escambia County, Florida and as subsequently amended (the "Declaration") and

WHEREAS, amendments were proposed to Article XII of the Declaration entitled "Purpose and Use Restrictions" and to add a new Section K to Article XII of the Declaration; and

WHEREAS, the proposed amendments were proposed and approved in accordance with the provisions of Section B of Article XI of the Declaration at a special meeting of the membership held on the 28th day of May, 1995 at which a quorum of members were present in person or by proxy and said amendments were approved by the affirmative vote of not less than sixty-six and two thirds (66 2/3%) percent of the votes of unit owners present at the meeting in person or by limited proxy.

NOW, THEREFORE, the Association does now hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underscored type.
- 3., Article XII of the Declaration, entitled Purpose and Use Restrictions, is hereby amended to add Section K as follows:

K. Each unit owner shall have the right to lease the condominium unit under the conditions herein provided. For purposes of this paragraph "lease of the unit" shall mean an agreement or contract permitting a person to occupy a unit, or any portion thereof, in exchange for which an owner receives and accepts monetary payment rent, or other material remuneration or property of value. The following conditions of leasehold shall apply:

- (a) The minimum term of a lease with a specific lessee shall be the shorter of at least thirty (30)

OR Bk3782 Pg0656

INSTRUMENT 00213130

days or one (1) calendar month. Unit owners shall not advertise or hold out to the public that any unit or any portion thereof is a place regularly rented for periods of less than one (1) calendar month;

(b) Unit owners may not permit a lessee to sublet the unit or any portion thereof. Rental time-sharing of an apartment is prohibited;

(c) Unit owners may not allow lessees to vacate the premises prior to the expiration of a lease for the sole purpose of permitting other parties to occupy the apartment as invitees or guests for the remainder of the term of the lease;

(d) Any lease shall be deemed to provide that the lessee shall comply with and abide by all the restrictions pertaining to the use of condominium units, common elements and limited common elements contained in the Declaration and with the rules and regulations contained herein or otherwise established by the Association governing the use of such condominium units, common elements and limited common elements;

(e) The owner shall be responsible for furnishing lessees with key, a copy of the condominium rules and regulations in effect at the time of the lease and with all other appropriate information pertaining to use of the condominium unit, common elements and limited common elements;

(f) The owner shall provide the Association with a signed written copy of any and all leases. Leases may be in any format at the discretion of the owner but must provide at least the following information:

1. Names of the parties involved;
2. Unit number;
3. Duration of the lease;
4. Names of all persons, including children, who occupy the unit during the term of the lease; and
5. Names, addresses and telephone numbers of whomever the tenant requests to be notified in case of an emergency.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 2nd day of June, 1995.

OR BK3782 P90657
INSTRUMENT 00213130

Sharon Ware
Print Name Sharon Ware

LANDS END OF PERDIDO KEY
CONDOMINIUM ASSOCIATION, INC.

Peggy Walker
Print Name PEGGY WALKER

By: Deris T. Truman
President

Tamara Mitchell
Print Name Tamara Mitchell

Wanda B. Lacoste
Print Name Wanda B. Lacoste

By: Sydney Geigel
Secretary

STATE OF ALABAMA)
) SS
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 2nd day of June, 1995 by Deris T. Truman as President of Lands End of Perdido Key Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. They (who are personally known to me) / (who have produced as identification) and (did) / (did not) take an oath.



Signature: Ina Mae Coon
Name: INA MAE COON
My Commission Expires: 2-22-98

STATE OF MISSISSIPPI)
) SS
)

The foregoing instrument was acknowledged before me this 6 day of June, 1995 by Sydney Geigel as Secretary of Lands End of Perdido Key Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They (who are personally known to me) / (who have produced as identification) and (did) / (did not) take an oath.



Instrument 00213130
Filed and recorded in the
public records
JUNE 8 1995
at 12:17 P.M.
In Book and Page noted
above or herein
and record verified
JIM MOYE,
COMPTROLLER
Escambia County,
Florida

Signature: Jacqueline Jordan
Name: Jacqueline Jordan
My Commission Expires:

My Commission Expires April 11, 1999

Recorded in Public Records 08/02/2011 at 04:18 PM OR Book 6748 Page 497, Instrument #2011052611, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50

This instrument prepared by:
Jay Roberts, Esq.
Becker & Pollakoff, P.A.
348 Miracle Strip Pkwy, Suite 7
Fort Walton Beach, FL 32548
(850)664-2229

**AMENDMENT OF DECLARATION OF CONDOMINIUM
LANDS END OF PERDIDO KEY CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED, being the duly elected and acting President of Lands End of Perdido Key Condominium Association, Inc., a Florida corporation not for profit, does hereby certify that the attached Amendment to the Declaration of Condominium was proposed and duly adopted by not less than two-thirds (2/3) of the total voting interests of the Association on April 16, 2011, at a meeting of the Members when a quorum was present, after due notice.

ATTEST:

Chris Eddy
Chris Eddy, Its Director

Lands End of Perdido Key
Condominium Association, Inc.

By: Mike Halter
Mike Halter, Its President

STATE OF Alabama
COUNTY OF Jefferson

Before me, the undersigned authority appeared Mike Halter, to me personally known and known to be the President of Lands End of Perdido Key Condominium Association, Inc., a Florida non-profit corporation, and he acknowledged to and before me that he executed the foregoing instrument for the uses and purposes therein stated.

WITNESS my hand and official seal this 14th June day of May, 2011.

Paul A. Hill
NOTARY PUBLIC
My Commission Expires: 1-27-2015



STATE OF Louisiana
Parish
COUNTY OF Assumption

Before me, the undersigned authority appeared Chris Eddy, to me personally known and known to be a Director of Lands End of Perdido Key Condominium Association, Inc., a Florida non-profit corporation, and he acknowledged to and before me that he executed the foregoing instrument for the uses and purposes therein stated.

WITNESS my hand and official seal this 14th June day of May, 2011.

Lisa McCoy
NOTARY PUBLIC
My Commission Expires: 2/28/2011



ACTIVE: 3380172_1

SCHEDULE OF AMENDMENTS

Article 14(D) of the Declaration of Condominium has been deleted in its entirety and replaced with the following language:

All unit owners, regardless of how title is acquired, shall be jointly and severally liable with the previous owner for all assessments owed prior to transfer of title. Any first mortgagee, its successors or assignees, obtaining title via mortgage foreclosure or deed in lieu of mortgage foreclosure shall be liable for assessments owed prior to transfer of title as provided by Chapter 718, Florida Statutes, as amended from time to time.

ACTIVE: 3380159_1

**CERTIFICATE OF AMENDMENT TO
ARTICLES OF INCORPORATION AND BY-LAWS OF
LANDS END OF PERDIDO KEY CONDOMINIUM ASSOCIATION, INC.**

NOTICE IS GIVEN that at a duly called meeting of the Board of Directors on the 18th day of January, 2021 by not less than 60% of the entire Board of Directors, and after notice to the membership at a meeting on the 1st day of February, 2021, 66 2/3% the votes of all members of the Association adopted an amendment to the Declaration of Condominium pursuant to Article XI of the Declaration of Condominium of Lands End Condominium Association, Inc., as recorded in O.R. Book 2060 at Page 917 *et seq.* of the public records of Escambia County, Florida. The Amendment is attached as Schedule A.

IN WITNESS WHEREOF, Lands End of Perdido Key Condominium Association, Inc. has caused this Certificate of Amendment to be executed this 4 day of Feb., 2021.

Witnesses:

**Lands End of Perdido Key
Condominium Association, Inc.**

Myla Smith
Print Myla Smith

Patricia H. Lew
By Patricia H. Lew
Its President

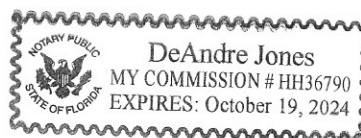
Daniel Lew
Print DANIEL LEW

STATE OF Florida
COUNTY OF Escambia

The foregoing document was acknowledged before me by means of physical presence or online notarization, this 4 day of February, 2021 by Patricia H. Lew, as President of the Lands End of Perdido Key Condominium Association, Inc., a Florida non-profit corporation, who is personally know to me, or who produced FLDL as identification.

[Signature]
Notary Public

My commission expires Oct 19, 2024



SCHEDULE A
AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
LANDS END OF PERDIDO KEY CONDOMINIUM ASSOCIATION, INC.

Amendment Part 1. The Declaration of Condominium of Lands End of Perdido Key Condominium Association, Inc., recorded in O.R. Book 2060 at page 923 of the public records of Escambia County, Florida are amended as follows:

XVI. MAINTENANCE AND REPAIRS

A. By the Association. The Association shall maintain, repair, and replace at the Association's own expense:

1. All common and limited common elements.
7. All glass doors, all screens, all windows and plate glass in windows and plate glass in the perimeter walls of the unit and its attached balconies.
8. All exterior doors of the condominium, balconies, balustrade and railings.

Amendment Part 2. The Declaration of Condominium of Lands End of Perdido Key Condominium Association, Inc., recorded in O.R. Book 2060 at page 924 of the public records of Escambia County, Florida are amended as follows:

B: By the condominium parcel owner. The owner of each condominium unit shall see to and be responsible for...

~~All glass doors, all screens, all windows and plate glass in windows and plate glass or screen in the perimeter walls of the unit and its attached balconies. The foregoing maintenance and repair obligation notwithstanding.~~ The Association in the exercise of its discretion may require established levels of maintenance and upkeep of the various apartment unit owners with respect to their balconies and exterior doors and windows, and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of the balconies and exterior doors and windows.