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SUMMERWIND

CONDOMINIUM

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SUMMERWIND

CONDOMINIUM

DECLARATION

OF

CONDOMINIUM

SUMMERWIND CONDOMINIUM

DECLARATION OF CONDOMINIUM

This 9th day of November, AD 2000, SUNDIAL/NAVARRE, INC., hereinafter referred to as "Developer", does hereby make, declare and establish the Declaration of Condominium for Summerwind Condominium, pursuant to Chapter 718, Florida Statutes, for the purpose of submitting the leasehold interest herein described and improvements constructed thereon to condominium ownership.

ARTICLE I. DEFINITION OF TERMS

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

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

2. Condominium Documents: Condominium documents are comprised of the Declaration of Condominium establishing Summerwind Condominium and all exhibits thereto.

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

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

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

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

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

8. Common Property: Common property is that which Florida Statutes define as "common elements" and shall mean and comprise all the real property, improvements and facilities to Summerwind Condominium, including all parts of the building other than the units as same are

herein defined and shall include easements through units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to units and easements of support in every portion of the unit which contribute to the support of the improvements and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such units.

9. Common Expenses: Common expenses, as the term is used in these condominium documents, means the expense for which the unit owners are liable to the association and shall include, but not be limited to, expenses of administration of Summerwind Condominium expense of maintenance, operation and repair or replacement of the common property; any valid charge against the condominium as a whole, to include cable television service; taxes imposed upon the common property by governmental bodies having jurisdiction over Summerwind Condominium and expenses declared to be common expenses by the provisions of the condominium documents, as same may be amended, from time to time, in accordance with the provisions thereof.

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

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

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

13. Developer: As used in the condominium documents, developer means Sundial/Navarre, Inc., a Florida corporation.

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

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

ARTICLE II. SUBMISSION OF PROPERTY AND IMPROVEMENTS TO CONDOMINIUM OWNERSHIP

Sundial/Navarre, Inc., a Florida corporation, is the owner of leasehold interest commonly referred to as Summerwind Condominium, pursuant to that certain Assignment of Lease recorded in the Public Records of Santa Rosa County, Florida.

The real property with the improvements thereon, which developer submits to condominium ownership in accordance with Chapter 718, Florida Statutes, is described on Exhibit B to the Declaration.

Time share estates may not be created with respect to units.

All building, common property and recreational facilities will be completed and ready for occupancy no later than March 1, 2001.

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

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

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

Purchased Parking Spaces (Limited Common Element).

The Developer will offer for sale the right to use certain covered parking spaces located under the main building at the ground level. There will be nine (9) covered parking spaces located under the main building at the ground level.

It is the intent of the Developer that with a unit purchase there shall be the right to purchase the use of one (1) covered parking space on a first-come, first-served availability basis; however, the use is subject to the following conditions:

1. The Developer reserves the right to increase the price of a covered parking space use rights during the period which Developer offers covered parking spaces use rights for sale.
2. The right to purchase a covered parking space use rights must be established by written notification to the Developer from an interested unit purchaser within fifteen (15) days of the signing of the Contract For Purchase of a condominium unit.
3. The Developer will keep a list, which will name individuals wishing to purchase the use right to a covered parking space. The

chronology of this list will represent the order in which locational selections of use rights to specific covered spaces will be made by a purchaser of the use rights of a covered parking space.

4. The total number of covered parking spaces use rights offered for sale may be amended if zoning regulations or other unforeseen regulations or circumstances make construction of said covered parking spaces unfeasible in the opinion of the Developer.

5. Parking assignments will be recorded in the Public Records of Santa Rosa County, Florida.

6. a. Purchaser may dispose of his covered parking space use rights to anyone owning a unit at Summerwind Condominium; however the maximum covered parking spaces use rights allowable for any unit is two (2) covered parking spaces use rights.

b. A unit owner may lease or rent the covered parking space use rights which he may hold in the future, so long as the beneficiary of such a lease or rent arrangement does not gain the use of more than two (2) covered spaces use rights.

7. No future modifications to covered parking may be made by the Developer or the association which will eliminate the central corridor which provides covered pedestrian access to the elevator lobby of the main building or to the pool area.

ARTICLE IV. COMMON EXPENSES; COMMON SURPLUS

Common expenses shall be shared and common surplus shall be owned by the owners of all units in the same proportion that the undivided interest in common property appurtenant to each owner's unit bears to the total of all undivided interest in common property appurtenant to all units as stated in Exhibit "C". Any common surplus which exists at the end of a fiscal year shall automatically be reapportioned to the budget of the next fiscal year.

ARTICLE V. SUMMERWIND CONDOMINIUM OWNERS ASSOCIATION, INC.

Summerwind Condominium Owners Association, Inc., a corporation not for profit, hereinafter called "association", shall maintain, manage and operate the condominium property. The Association shall have the right to assign certain aspects of the above to an organization contracted with for that purpose.

Pursuant to the reservation of rights contained in Article XII of the Declaration of Condominium of that condominium known as The Inn at Summerwind, the condominium owner's association may enter into a joint use agreement with The Inn at Summerwind Condominium Owners Association, Inc. This joint use agreement will be for the joint use of the front desk operation of The Inn at Summerwind. The Declarant will initially negotiate the terms of the joint use agreement.

All unit owners shall automatically become members of the association after completion of closing of the purchase of a unit in Summerwind Condominium.

The officers and directors of the association shall have the powers set forth in this declaration and the association bylaws, and shall, at all times, have a fiduciary relationship to the members of the

association and shall operate and manage the association in the best interest of its members.

No person except in a capacity as an officer of the association shall have the authority to act for the association.

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

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

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

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

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

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

Unit owners shall make a copy of each insurance policy obtained by the association available for inspection at reasonable times.

The association shall have all powers granted by Chapters 718 and 617, Florida Statutes.

ARTICLE VI. MEMBERSHIP IN THE ASSOCIATION; VOTING RIGHTS

Membership in the association shall be restricted to all of the record owners of the units in Summerwind Condominium. Purchasers shall become members of the association automatically upon the completion of closing of the purchase of a condominium in Summerwind Condominium.

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

ARTICLE VII. METHOD OF AMENDMENT OF DECLARATION OF CONDOMINIUM

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

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

2. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the association or by the members of the association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

A. Not less than sixty-six and two thirds percent (66-2/3%) of the entire membership of the board of directors and by not less than sixty-six and two thirds percent (66-2/3%) of the votes of the entire membership of the association, or by

B. Not less than seventy-five percent (75%) of the votes of the entire membership of the association, or

C. In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners in the manner required by law for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Santa Rosa County, Florida; provided, however:

(1) That no amendment shall be made or be valid which will in any manner impair the security of any institutional lender having a mortgage or other lien against any condominium parcel.

(2) That no amendment shall be made increasing or decreasing a unit owner's percentage of ownership in the common property as hereinabove stated, unless the unit owner or unit owners so affected and all records owners of lien thereon shall join in the execution of the amendment.

(3) Notwithstanding anything to the contrary contained in this Declaration, the developer expressly reserves the right to amend this Declaration so as to correct any legal descriptions as contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The developer may amend this Declaration as aforesaid by filing an amended legal description or descriptions as an amendment to the Declaration among the Public Records of Santa Rosa County, Florida, which amendment or amendments shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the correct legal description. Such amendments need to be executed and acknowledged only by the developer and need not be approved by the association, unit owners, lienors, or mortgagees of units of the condominium, whether or not elsewhere required for amendments. However, as part and parcel of any such amendment as provided for in this subparagraph, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether it be scriveners or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description; (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of

the incorrect legal description to make that description such as is contained in the new amendment. Developer reserves the right to correct such other defects by amendment to this Declaration, properly executed and acknowledged, without approval of the association, unit owners, lienors or mortgagees of units provided such amendment does not materially affect the property rights of the above-named persons.

(4) A copy of each amendment shall be certified by the president or a vice president and secretary or assistant secretary of the association as having been duly adopted, and shall be effective when recorded in the Public Records of Santa Rosa County, Florida.

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

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

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

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

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

- A. All common property.
- B. All air-conditioning and heating systems and equipment other than items providing service to an individual condominium unit.
- C. All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load-bearing columns, but excluding interior non-load-bearing walls.
- D. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.
- E. All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the association.
- F. The association shall be responsible for the maintenance, repair and replacement of the on-site storm water management system.
- G. The limited common elements, specifically the covered parking, will be maintained, repairs, and replaced by the Association as a common expense.

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

- A. To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and

replaced by the association. Included within this responsibility of the unit owner shall be windows, screens and doors opening into or onto owner's unit, sliding glass doors and plate glass. All such maintenance, repairs and replacements shall be done without disturbing the rights of other unit owners.

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

C. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building, except as noted in the Prospectus (rights reserved by the Developer)

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

E. No condominium unit owner other than the developer shall make any alterations in the portions of the building which are to be maintained by the association or remove any portion thereof or make any addition thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the board of directors of the association.

3. Alteration and Improvement:

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

Notwithstanding anything above contained, any amendment which may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel

shares the common expenses and owns the common surplus shall require the vote of not less than a majority of the total voting interests for such an amendment.

B. Plans: Improvements upon the land are constructed substantially in accordance with the graphic description of the improvements attached hereto as composite Exhibit "A," all as described in the Prospectus.

C. Amendment to Plans:

(1) Alteration of plans: Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between the units, as long as Developer owns the units so altered. No such change shall increase the number of units nor alter the boundaries or the common elements without amendment of this Declaration by approval of the Association, unit owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by amendment of this Declaration, except as provided for herein. No amendment may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit or change the proportion or percentage by which the owner of the parcel shares in the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens vote on the execution of the amendment, and unless at least a majority of the record owners of all other units approve the amendment.

ARTICLE X. ENFORCEMENT OF MAINTENANCE

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

ARTICLE XI. PURCHASERS' CONDOMINIUM FUND

At the time the developer sells and closes a condominium unit to a purchaser, purchaser thereby becoming a unit owner to this condominium, such purchaser shall deposit the sum of \$600.00 to the purchasers' condominium fund to pay advance utility deposits, insurance trustee fees, advance premiums on casualty, workmen's compensation and liability policies and for the purpose of defraying such capital expenses as may arise during the initial period of condominium ownership. This deposit is not a regular contribution of, nor is it in lieu of, the monthly maintenance fee.

The association may reimburse the developer from these moneys for any of these items which have been paid in advance by the developer.

ARTICLE XII. RESIDENTIAL USE RESTRICTIONS
APPLICABLE TO CONDOMINIUM UNITS

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

1. Each unit, except Unit #102, is hereby restricted to residential or rental use by only the owner thereof, his immediate family, guests, invitees or lessees. There will be no subletting by any

rental party. Only entire condominium units may be leased. Unit #102 is hereby designated for commercial use.

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

The Developer will offer for sale covered parking spaces to those unit owners who desire to purchase same, on a first-come, first served availability basis, subject to the conditions and restrictions specified in the Prospectus, except that no unit may purchase or benefit from the use of more than two (2) covered parking spaces.

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

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

5. No nuisance shall be allowed upon the condominium property, nor shall any use or practice be allowed which is an unreasonable source of annoyance to unit owners or which interferes with the peaceful and proper use of the condominium property by any unit owner, including but not limited to repairs made within a unit before 9:00 A.M. or after 5:00 P.M.

6. Unit owners shall have full right to keep pets in their units; however, said pets shall always be controlled and properly attended by owners in accordance with the rules and regulation promulgated by the association so as not to be a nuisance to other owners or their guests. The Association may restrict the right of renters to keep pets in rental units or in common elements.

7. In order to preserve the residential character of the condominium, no business, trade or profession of any type whatsoever shall be conducted from within any unit in the condominium, except Unit #102, the commercial unit, without the prior written consent of the association. The association shall possess the additional authority to promulgate reasonable rules and regulations governing the manner, method and to what degree said uses may be permitted, and further, shall have the power to revoke the granting of such permitted uses, when in the association's sole discretion, the use in question has become excessive and/or violates the original character of the condominium.

8. In order to preserve the aesthetic qualities of the condominium, all fabric and materials used as draperies or other window treatment located within the interior of any unit which can be viewed from the exterior of the unit through the windows thereof from any heights or location shall be of a nature which is not visually offensive.

9. The Association has the irrevocable right of access to each unit during reasonable hours when necessary for the maintenance, repair or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary

to prevent damage to the common elements or to a unit or units. The owner of each unit shall deposit a key with the Association for the purpose of implementing this paragraph.

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

11. No owner of a unit shall permit any structural modification or alterations to be made within such unit without first obtaining the written consent of the association, which consent may be withheld in the event that a majority of the board of directors of said association determines, in its sole discretion, that such structural modifications or alterations would affect or in any manner endanger the condominium in part or in its entirety. If the modification or alteration desired by the owner of any unit involves the removal of any permanent interior partition, the association shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load-bearing partition and so long as the removal thereof would be in no manner an interference with the providing of utility services constituting common property located therein.

12. The association shall not have the right to make or cause to be made such alterations or improvements to the common property, which would prejudice the rights of the owner of any unit. The making of such alterations and improvements must be approved by the board of directors of the association, and the cost of such alterations or improvement shall be assessed as common expense to be assessed and collected from all of the owners of units. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner of a unit requesting the same, then the cost of such alterations and improvements shall be paid for in advance by such unit owner.

ARTICLE XIII. INSURANCE

1. Personal Liability and Risk of Loss of Owners of Condominium Units and Separate Insurance Coverage, etc. The owner of each unit may, at his expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner, and may, at his expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's unit or upon the common property. All such insurance obtained by the owner of each unit shall, whenever such provisions be available, provide that the insurer waives its right of subrogation as to any claims against other owners of units, the association or developer, and their respective servants, agents and guests. Risk of loss of or damage to any furniture, furnishings and personal property constituting a portion of the common property belonging to or carried on the person of the owner of each unit, or which may be stored in any unit, or in, or upon common property, shall be borne by the owner of each unit. All furniture, furnishings and personal property constituting a portion of the common property and held for the joint use and benefit of all owners of units shall be covered by such insurance as shall be maintained in force and effect by the association as hereafter provided. The owner of a unit shall be liable for injuries or damage resulting from an accident within his own unit, to the same extent as for an accident occurring within his residence. Any and all insurance or re-insurance placed or contracted for by any owners having an interest in any unit must be so placed with an insurer licensed and authorized to do

business in the State of Florida and maintaining a licensed agent in the State of Florida.

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

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

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

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

D. Such other insurance coverage the board of directors of the association, in its sole discretion, may determine from time to time to be in the best interests of the association and each unit owner individually.

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

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

All policies of fire and casualty insurance covering the condominium shall provide for the insurance proceeds covering any loss to be payable to the insurance trustee hereinafter named, or to its successor, and the insurance proceeds from any fire and casualty loss shall be held for the use and benefit of the association and all owners of all units and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. The association is hereby declared to be and is appointed as authorized agent for all owners of all units for the purpose of filing such proof of loss as may be required under the policy of fire and casualty insurance and negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by

any policy of casualty insurance and resulting in loss of or damage to insured property.

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

The insurance trustee shall be a banking institution having trusted powers and doing business in the State of Florida. The insurance trustee shall not be liable for the payment of premiums nor for the renewal of any policy of fire insurance and casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the insurance trustee shall be to receive such proceeds of fire and casualty insurance as are paid and to hold the same in trust for the purposes herein stated for the benefit of the association and the owners of all units and their respective mortgagees. Such insurance proceeds are to be disbursed and paid by the insurance trustee as herein provided. The association, as a common expense, shall pay a reasonable fee to say insurance trustee for its services rendered hereunder, and shall pay such costs and expenses as said insurance trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said insurance trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said insurance trustee.

Whenever the insurance trustee may be required to make distribution of insurance proceeds to owners of units and their mortgagees, as their respective interests may appear or to any other party for repair, replacement or reconstruction of property, the insurance trustee may rely upon a certificate of the president and secretary of the association, executed under oath, which certificate will be provided to said insurance trustee upon request of said insurance trustee made to the association. Such certificate is to certify unto said insurance trustee the name of the owner of each unit, the name of the mortgagee who may hold a mortgage encumbering each unit, and the respective percentages of any distribution which may be required to be made to the owner of any unit, and his respective mortgagee, as their respective interest may appear, or to certify the name of the party to whom payments are to be made for repair, replacement or reconstruction of property. In the event any insurance proceeds are paid to the insurance trustee for any fire or casualty loss, the holder of any mortgage encumbering a unit shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage, unless such insurance proceeds represent a distribution to the owner of any unit and his respective mortgagee, by reason of loss of or damage to personal property constituting a part of the common property and as to which a determination is made not to repair, replace or restore such personal property.

In the event of the loss or damage to only common property, real or personal, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the insurance trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such common property, then such excess insurance proceeds shall be paid by the insurance trustee to the owner of all units and his respective mortgagee as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each unit and his mortgagee shall bear the same ratio to the total excess insurance proceeds as the undivided

interest in common property appurtenant to each unit bears to the total undivided interest in common property appurtenant to all units. If it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the insurance trustee are not sufficient to pay for the repair, replacement to reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the association shall deposit with the insurance trustee a sum which, together with the insurance proceeds received or to be received will enable said insurance trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by the association with the insurance trustee, in said latter event, may be paid by the association from its reserve for replacement fund, and if the amount in such reserve for replacement fund is not sufficient, or if the board of directors determines not to use such fund for said purpose, then the association shall levy and collect an assessment against the owners of all units in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

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

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

If the fire and casualty insurance proceeds payable to the insurance trustee in the event of the loss of or damage to common property and units are not in an amount which will pay for the complete repair,

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

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

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

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

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

ARTICLE XIV. EASEMENTS

1. The units and common property shall be, and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants described and established in the condominium documents governing the use of said units and common property and

setting forth the obligations and responsibilities incident to ownership of each unit and its appurtenant undivided interest in the common property. Said units and common property are further declared to be subject to the restrictions, easements, conditions and limitation now of record affecting the real property and improvements of the condominium.

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

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

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

5. Easements of ingress and egress are reserved over and upon all of the common property of the condominium for the developer, its agents, guests, designees, successors and assigns for so long as developer is constructing improvements on condominium property or developer owns a unit.

ARTICLE XV. TERMINATION

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

association, for itself and for the benefit of the owners of all units, under any insurance policy then existing.

If, as above provided, this Declaration of Condominium and the plan of condominium ownership established herein is to be terminated, then a certificate of resolution of the board of directors of the association to said effect, and notice of the cancellation and termination hereof, shall be executed by the president and secretary of the association in recordable form and such instrument shall be recorded in the Public Records of Santa Rosa County, Florida. Upon termination of this Declaration of Condominium and the plan of condominium ownership established herein, all of the owners of units shall be and become tenants in common as to ownership of the real property herein described, and any then remaining improvements thereon. The undivided interest in such real property and remaining improvements held by the owner of each unit shall be the same as the undivided interest in common property which was formerly appurtenant to such unit, and the lien of any mortgage or other encumbrance upon each unit shall attach to the percentage of undivided interest of the owner of a unit in the property and then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the plan of condominium ownership established herein, the owners of all units still inhabitable shall, within sixty (60) days from the date of recording of said certificate of resolution, deliver possession of their respective units to the association. Upon such delivery of possession, the owners of habitable units and their respective mortgagees as their interests may appear, shall become entitled to participate proportionately together with all owners of inhabitable units in the distribution of the proceeds in the possession of the insurance trustee. Upon termination of this Declaration of Condominium and the plan of condominium ownership established herein, the insurance trustee shall distribute any insurance indemnity which may be due under any policy of casualty insurance to the owners of the units and their mortgagees, as their respective interests may appear, such distribution to be made to the owner of each unit in accordance with owner's then undivided interest in the real property and remaining improvements as herein provided. The assets of the association upon termination of the plan of condominium ownership created hereby shall then be distributed to the owner of each unit and owner's mortgagee, as their respective interests may appear, in the same manner as was provided for the distribution of any final insurance indemnity.

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

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

1. No unit may be divided or subdivided into a smaller unit than is shown on Exhibit "A" nor shall any unit, or portion thereof, be added to or incorporated into any other unit unless the record owner of the unit and all record owners of liens vote on the subdivision of the

unit, and unless at least a majority of the record owners of all other units approve the subdivision.

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

ARTICLE XVII. ASSESSMENTS

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

A. The proportions or percentages of and manner of sharing common expenses and owning common surplus shall be the same as the undivided shares in the common elements. The assessments made by the association shall be in proportion so that the amount of the assessment levied against each owner of a unit and his unit shall bear the same ratio to the total assessments made against all owners of units and their units as does the undivided interest in common property appurtenant to all units.

B. The assessment levied against the owner of each unit and owner's unit shall be payable in monthly installments or in such other installments and at such times as may be determined by the board of directors of the association.

C. The board of directors of the association shall establish an annual budget, in advance, for each fiscal year which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the condominium, including a reasonable allowance for contingencies, reserves, insurance, etc. Said budget shall take into account any projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Upon adoption of such annual budget by the board of directors of the association, copies of said budget shall be delivered to each unit owner and the assessment for said year shall be established based upon such budget although the failure to deliver a copy of said budget to each unit owner shall not affect the liability of any unit owner for such assessment. Should the board of directors at any time determine in the sole discretion of said board of directors that assessments levied are, or may prove to be, insufficient to pay the costs of operation and management of the

condominium or in the event of emergencies, the board of directors shall have the authority to levy such additional assessments as it shall deem necessary in accordance with the applicable condominium document provisions.

D. All monies collected by the association shall be treated as the separate property of said association, and such monies may be applied by the association to the payment of any expense of operating and managing the condominium by virtue of this Declaration of Condominium and exhibits attached hereto, and as monies for any assessments that are paid to the association by the owner of a unit, the same may be commingled with monies paid to said association by the other owners of units. Although all funds and common surplus, including other assets of the association, and any increments thereto or profits derived therefrom, shall be held for the benefit of members of the association, no member of the association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his unit. When the owner of a unit shall cease to be a member of the association by reason of the divestment or loss of his ownership of such unit, by whatever means, the association shall not be required to account to such owner for any share of the funds or assets of the association, or which may have been paid to said association by such owner, as all monies which any owner has paid to the association shall be and constitute an asset of said association which may be used in the operation and management of the condominium.

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

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

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

H. Recognizing the necessity for providing proper operation and management of the condominium entails the continuing payment of costs and expenses therefore, which results in benefits to all the owners of units, and that the payment of such common expenses by the association is necessary in order to preserve and protect the investment of the owner and his appurtenant undivided interest in the common property, the association shall be entitled to a lien against units for delinquent assessments. Said lien shall secure and

does secure the monies due for all assessments now or hereafter levied against the owner of each unit, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing the association. Said lien shall also secure all costs and expenses, including a reasonable attorney's fee incurred by the association in enforcing this lien upon said unit and its appurtenant undivided interest in the common property. The lien granted to the association may be foreclosed in the same manner as real estate mortgages in the State of Florida. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the association and shall acquire such interest in any unit expressly subject to lien.

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

J. The liability of a first mortgage or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

1) The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

2) One percent of the original mortgage debt. The provision of this paragraph shall not apply unless the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location, which was known to or reasonably discoverable by the mortgagee.

The person acquiring title shall pay the amount owed to the association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

K. Whenever any unit may be sold or mortgaged by the owner thereof, which shall be concluded only upon compliance with other provisions of this Declaration of Condominium, the association upon written request of the owner of such unit shall furnish to the property

purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the association by the owner of such unit. An officer of the association shall execute such statement. Any purchaser or mortgagee may rely upon such statement in concluding the proposed lease; such statement shall bind purchase or mortgage transaction and the association.

In any voluntary conveyance of a unit, the assignee shall be jointly and severally liable with assignor for all unpaid assessments against grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of assignee to recover from the assignor the amount paid by assignee therefore.

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

2. The initial projected, estimated, annual maintenance budget for Summerwind Condominium is attached to this Declaration as Exhibit G.

3. All personal property taxes levied or assessed against personal property owned by the association shall be paid by such association and shall be included as a common expense in the annual budget of the association.

ARTICLE XVIII. REMEDIES IN EVENT OF DEFAULT

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

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

2. Presently, termination of utility and similar services by the Association is not permitted under Florida law; however, if such action is permitted by Florida law in the future, failure of a unit owner to comply with any of the terms of this Declaration or its exhibits, as they may be amended shall permit the association to terminate utility and similar services to the unit(s) owned.

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

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

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

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

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

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

ARTICLE XIX. NOTICE TO THIRD PARTIES

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

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

1. When unit owners other than the developer own fifteen percent (15%) or more of the units within the condominium that will be operated ultimately by the Association, the unit owners, other than the developer, shall be entitled to elect no less than one-third (1/3) of the directors of the Board of Directors of the Association. Unit owners, other than the developer, are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

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

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

c) when all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by developer in the ordinary course of business; or

e) seven (7) years after recording of the Declaration of Condominium,

whichever occurs first.

The developer is entitled to elect at least one member of the Board of Directors of the Association as long as the developer holds for sale, in the ordinary course of business, at least five percent (5%) of the units in the condominium operated by the Association. Following the time the developer relinquishes control of the Association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

2. Within seventy-five (75) days after the unit owners, other than the developer, are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than sixty (60) day's notice of an election for the members of the Board of Directors. The election shall proceed as provided in s. 718.112(2)(d). The notice may be given by any unit owner if the Association fails to do so. Upon election of the first unit owner, other than the developer, to the Board of Directors, the developer shall forward to the Division the name and mailing address of the unit owner Board member.

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

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

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

4. Whenever the developer shall be entitled to designate and select any person to serve on any board of directors of the association, the manner in which such person shall be designated shall be as provided in the Articles of Incorporation and/or Bylaws of the association, and the developer shall have the right to remove any person selected by it to act and serve on said board of directors and to replace such person with another person to act and serve in the place of any director so removed. Any director designated and selected by the developer need not be a resident of SUMMERWIND CONDOMINIUM. The election of a board of directors by the unit owners may be accelerated by developer, in its discretion, upon giving twenty (20) days written notice of the same to all unit owners.

ARTICLE XXI. REGISTRATION AND RIGHTS OF MORTGAGEES

1. THE ASSOCIATION IS TO MAINTAIN REGISTRY OF OWNERS AND MORTGAGEES. The association shall at all times maintain a registry setting forth the name of the owners of all of the units, and, in the event of the sale, transfer or encumbrance by mortgage of any unit to a third party, the purchaser, transferee or mortgagee shall notify the association in writing of his interest in such unit together with such recording information as shall be pertinent to identify the assignment of lease, other instrument of conveyance or mortgage lien. The holder of any mortgage lien upon any unit may notify the association of the existence of any mortgage lien held by such party on any unit and upon receipt of such notice, the association shall register in its records all pertinent information pertaining to the same.

2. Rights Reserved Unto Institutional Lenders. The institutional lender having the greatest amount of money outstanding and secured by mortgages on units in Summerwind Condominium shall have the following rights, to-wit:

A. To approve the company or companies (licensed to do business in the State of Florida) with whom casualty insurance is placed and the amount of such casualty insurance carried by the association.

B. To approve the insurance trustee and agent.

C. To be furnished with at least one copy of the annual financial statement and report of the association, including a detailed statement of annual carrying charges or income collected and operating expenses. Such financial statement and report is to be furnished on or before March 1 of each year.

D. To be given notice by the association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and Bylaws of the association, which notice shall state the nature of the amendment being proposed.

E. To be given notice of default of any member owning any unit encumbered by a mortgage, such notice to be given in writing and to be sent to the principal office of such institutional lender or to the place which it may designate in writing to the association.

Whenever any institutional lender desires Section 2(C), (D) or (E) of the provisions of this Article to be applicable to it, it shall serve written notice of such fact upon the association, by registered or certified mail, addressed to the association, and actually mailed to its address stated herein, identifying the unit upon which it holds a mortgage or identifying any units owned by it, together with sufficient pertinent facts to identify any mortgage which may be held by it. Said notice shall designate the place to which notices are to be given by the association to such institutional lender.

ARTICLE XXII. SIGNS, SALES OFFICE, MODEL UNITS

With the exception of the sign originally constructed to designate this condominium and the activities to be conducted within such condominium, no "sold" or "for sale" or "for rent" signs or other advertising shall be maintained or permitted on units in the condominium. The developer may make such use of the unsold units and common elements as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office and model units and display of signs on

the premises and to advertise, sell, mortgage or otherwise deal with any unit owned by it without the necessity of obtaining approval of the board of directors of the association.

ARTICLE XXIII. SPECIAL AMENDMENT

In addition to any other method of amending this Declaration provided for elsewhere herein, the Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering unit ownerships, (iii) to bring this Declaration into compliance with the Florida Condominium Act, or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Developer to make, execute and record Special Amendments. The reserved rights of the Developer under this Article shall terminate at such point in time as the Developer no longer elects a majority of the Board of Directors of the Association, as more fully provided for in Article XX (1) of this Declaration.

Signed, Sealed and
Delivered in the
Presence of:

SUNDIAL/NAVARRE, INC.,
a Florida corporation

WITNESSES:

Print/type name: MICHAEL J. MOYD

BY:

JOHN W. HARRISON, Vice President

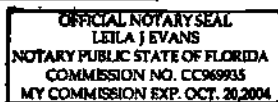
Print/type name: LEILA J. EVANS

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 9th day of November, AD 2000, by JOHN W. HARRISON, as Vice President of SUNDIAL/NAVARRE, INC., a Florida corporation, on behalf of the corporation, who is personally known to me

Notary Public
Print name:

My Commission Expires:



JOINDER OF MORTGAGEE

AmSouth Bank, an Alabama banking corporation, whose mailing address is 70 North Baylen Street, Pensacola, Florida 32501, hereinafter called "BANK", the owner and holder of mortgages encumbering the property described in Exhibits "A" and "B" of this Declaration of Condominium, which mortgages are:

1. that certain mortgage dated the 29th day of September 1999, and recorded October 27, 1999 in Official Records Book 1789 at Page 1310, of the Public Records of Santa Rosa County, Florida, and

2. that certain mortgage dated the 28th day of June, 1999, and recorded July 2, 1999 in Official Records Book 1767 at Page 124, of the Public Records of Santa Rosa County, Florida,

to the extent it is required to do so under the laws of the State of Florida, joins in the making of the foregoing Declaration of Condominium and BANK agrees that the liens of said mortgages shall hereafter encumber each and every of the units as set forth in said Declaration including, but not limited to, all of the undivided shares of the common elements.

Signed, Sealed and Delivered
in the Presence of:

AmSouth Bank

Pamela L. Austin
Pamela L. Austin
Ruby G. Boothe
Ruby G. Boothe

Ken Neyman
Ken Neyman
Its: Vice President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of November, AD 2000, by KEN NEYMAN as VICE PRESIDENT of AmSouth Bank, a banking corporation, on behalf of said bank.

He/she is personally known to me

OR

has produced N/A as identification and did not take an oath.

Pamela L. Austin
Notary Public
Print/type Name: PAMELA L. AUSTIN

My Commission Expires:



SUMMERWIND

CONDOMINIUM

EXHIBIT "A"

to the Declaration of Condominium

SURVEY AND PLAT

Summerwind Condominium

in Unsectionalized Township 2 South, Range 26 West, Navarre Beach, Santa Rosa County, Florida

DESCRIPTION OF CONDOMINIUM

"CONDOMINIUM" SHALL MEAN AND COMPRISE THE SEPARATE AND NUMBERED DWELLING UNITS AND COMMERCIAL UNIT, AS DESCRIBED ON THIS SHEETS 1 THROUGH 12, EXCLUDING HOWEVER, ALL SPACES AND IMPROVEMENTS LYING BENEATH THE UNDECORATED AND/OR UNFINISHED INNER SURFACES OF THE PERIMETER WALLS AND FLOORS AND ABOVE THE UNDECORATED AND/OR UNFINISHED INNER SURFACES OF THE CEILINGS OF EACH DWELLING UNIT, AND FURTHER EXCLUDING ALL SPACES AND IMPROVEMENTS BENEATH THE UNDECORATED AND/OR UNFINISHED INNER SURFACES OF ALL INTERIOR WALLS AND/OR BEARING PARTITIONS, AND FURTHER EXCLUDING ALL PIPES, DUCTS, WIRES, CONDUITS, AND OTHER FACILITIES RUNNING THROUGH ANY INTERIOR WALL OR PARTITION FOR THE FURNISHING OF UTILITY SERVICES TO SAID DWELLING UNITS, AND FURTHER EXCLUDING ALL COMMON PROPERTY.

DESCRIPTION OF COMMON ELEMENTS

COMMON ELEMENTS SHALL MEAN AND COMPRISE ALL THE REAL PROPERTY IMPROVEMENTS AND FACILITIES TO "SUMMERWIND CONDOMINIUM", INCLUDING ALL PARTS OF THE CONDOMINIUM BUILDING OTHER THAN THE CONDOMINIUM UNITS AS SAME ARE HEREBY DEFINED AND SHALL INCLUDE, BUT NOT BE LIMITED TO, THE CONDOMINIUM UNITS FOR CONDUITS, PIPES, DUCTS, PLUMBING, WIRING, AND OTHER FACILITIES FOR THE FURNISHING OF UTILITY SERVICE TO CONDOMINIUM UNITS, AND EASEMENTS OF SUPPORT IN EVERY PORTION OF THE CONDOMINIUM UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE IMPROVEMENTS AND SHALL FURTHER INCLUDE ALL PERSONAL PROPERTY HELD AND MAINTAINED FOR THE JOINT USE AND ENJOYMENT OF ALL OF THE OWNERS OF ALL SUCH CONDOMINIUM UNITS AND SHALL EXCLUDE ALL THE CONDOMINIUM UNITS.

DESCRIPTION OF LIMITED COMMON ELEMENTS

LIMITED COMMON ELEMENTS SHALL MEAN AND COMPRISE THOSE COMMON ELEMENTS WHICH ARE RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS TO THE EXCLUSION OF OTHER UNITS, AS SPECIFIED IN THE DECLARATION OF CONDOMINIUM.

LEGAL DESCRIPTION: Summerwind Condominium

A PARCEL OF LAND IN UNSECTIONED TOWNSHIP 2 SOUTH, RANGE 26 WEST, SANTA ROSA COUNTY, FLORIDA, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF LOT 1, FIRST ADDITION TO NAVARRE BEACH, COMMERCIAL SECTION 1, AS RECORDED IN PLAT BOOK 5, AT PAGE 95 OF THE PUBLIC RECORDS OF ESCROW COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF GULF BOULEVARD (120' R/W); THENCE NORTH 817'40" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 148.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 140.00 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 08°42'20" EAST, 719.89 FEET TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 140 FEET, MORE OR LESS, TO A POINT THAT BEARS SOUTH 08°42'20" EAST, 715.90 FEET FROM THE POINT OF BEGINNING; THENCE PROCEED NORTH 08°42'20" WEST, 713.90 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED, A REGISTERED LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THIS IS A TRUE AND CORRECT SURVEY OF THE PROPERTY DESCRIBED HEREON, AND THAT THE CONSTRUCTION OF THE IMPROVEMENTS DEPICTED AND DESCRIBED IN THIS EXHIBIT OF "SUMMERWIND CONDOMINIUM" IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIALS WHICH COMPRISE THIS EXHIBIT TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND APPROPRIATE DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION LOCATION AND APPROXIMATE DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM SAID MATERIALS.

Registered Land Surveyor, JON A. PROHASKA
Fl. Certificate No. 4450

Jon A. Prohaska (Signature)
Nov 9 2000 (Date)
NOV 9 2000 (Stamp)
JON A. PROHASKA (Stamp)

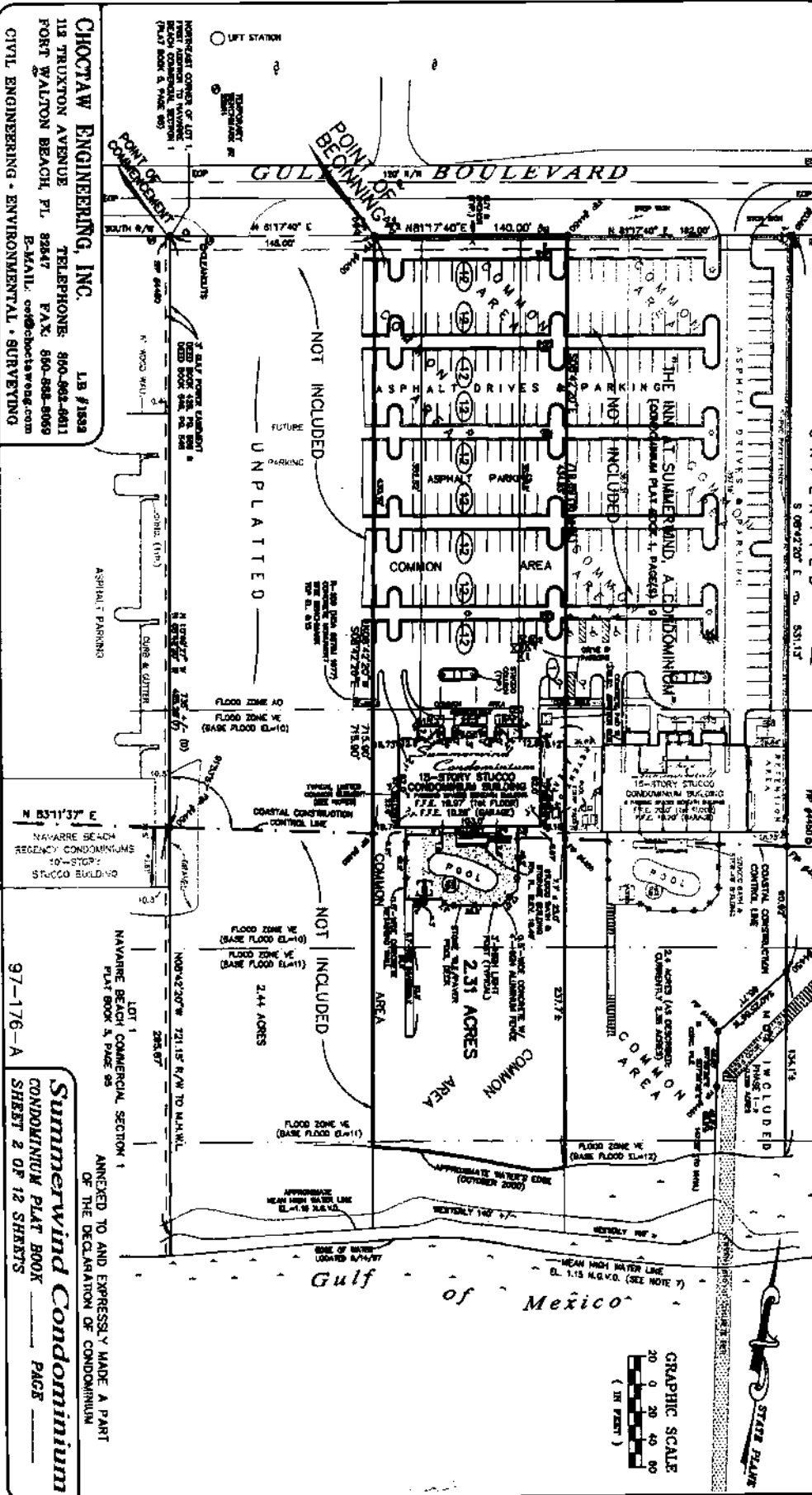
CHOCTAW ENGINEERING, INC. LB #1893
118 TRUYTON AVENUE TELEPHONE: 850-988-8611
FORT WALTON BEACH, FL 38447 FAX: 850-995-9098
CIVIL ENGINEERING - ENVIRONMENTAL - SURVEYING
E-MAIL: ce@choctaweng.com

97-176-A

ANNEXED TO AND EXPRESSLY MADE A PART OF THE DECLARATION OF CONDOMINIUM OF Summerwind Condominium CONDOMINIUM PLAT BOOK SHEET 1 OF 12 SHEETS

9 NOVEMBER 2000 [FILE: 97176SCD]

Summerwind Condominium
in Unsectionalized Township 2 South, Range 26 West, Navarre Beach, Santa Rosa County, Florida



CHOCTAW ENGINEERING, INC.
115 TRUXTON AVENUE
FORT WALTON BEACH, FL 32447
CIVIL ENGINEERING • ENVIRONMENTAL • SURVEYING

LB #1883
TELEPHONE: 800-682-0811
FAX: 800-682-0809
E-MAIL: ce@choctaweng.com

97-176-A
Summerwind Condominium
CONDOMINIUM PLAT BOOK _____ PAGE _____
ANNEXED TO AND EXPRESSLY MADE A PART
OF THE DECLARATION OF CONDOMINIUM

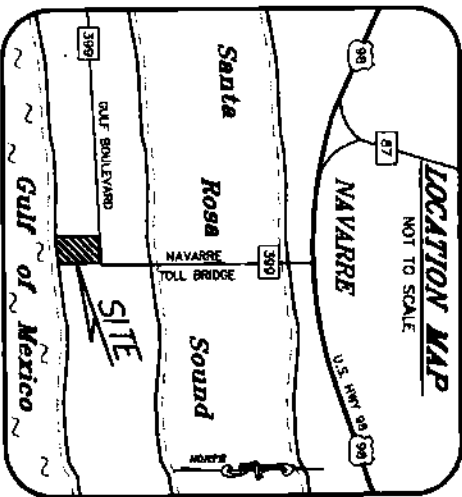
Summerwind Condominium

in Unsectionalized Township 2 South, Range 26 West, Navarre Beach, Santa Rosa County, Florida

NOTES

- 1) THE CONSTRUCTION OF THE SUBJECT CONDOMINIUM IS SUBSTANTIALLY COMPLETE.
- 2) THERE MAY BE DEEDS, DESCRIPTIONS, EASEMENTS, OR OTHER INSTRUMENTS THAT EXIST AFFECTING THE PROPERTY THAT ARE NOT PRESENTED IN THE TITLE COMMITMENT.
- 3) COASTAL CONSTRUCTION CONTROL LINE ESTABLISHED FROM TIES TO MONUMENT R-207 (ES 95) AND R-208 (NOA 9678J 1977). REFERENCE BEARING FOR THIS DRAWING BASED ON COORDINATES FROM FLORIDA DEPARTMENT OF NATURAL RESOURCES ON ESCAMBA COUNTY DRAWINGS, SHEETS 1-15, RECORDED IN OFFICIAL RECORD PLAT BOOK 13, PAGE 23, SHEETS A-0, RECORDED JUNE 17, 1988.
- 4) VERTICAL DATUM BASED ON PUBLISHED ELEVATION FOR R-208 FROM D.E.P. DATA SHEET DATED 1995, BEING 8.15 NGVD 1929, WHICH IS A GPS DERIVED AND ADJUSTED TO FIXED NGVD 1929 VERTICAL STATIONING.
- 5) MEAN HIGH WATER LINE ELEVATION FROM TABLE 5 OF PUBLISHED "TIDAL DATUMS, LOCATIONS BY DNR RANGE MONUMENT AND LATITUDE/LONGITUDE, AND ALONGSHORE DISTANCES FOR THE FLORIDA PANHANDLE GULF COAST", DATED 1995, FROM RANGES PUBLISHED ON THE SAME DOCUMENT.
- 6) FLOOD ZONES SHOWN HEREON FROM NATIONAL FLOOD INSURANCE RATE MAP OF ESCAMBA COUNTY, FLORIDA (UNINCORPORATED AREAS), COMMUNITY PANEL NO 120080-0360-E, DATED JANUARY 21, 1988. (SEASONAL HIGH WATER LINE CALCULATED.)
- 7) NORTH REFERENCE PER STATE PLANE COORDINATES FOR ESTABLISHING COASTAL CONSTRUCTION CONTROL LINE.

CHOCTAW ENGINEERING, INC. LB #1833
112 TRUXTON AVENUE TELEPHONE: 850-882-8011
FORT WALTON BEACH, FL 32947 FAX: 850-855-8069
E-MAIL: ce@choctaweng.com
CIVIL ENGINEERING • ENVIRONMENTAL • SURVEYING



- ☐ - CENTERLINE
- ☐ - TELEVISION BOX
- ☐ - TELEPHONE BOX
- ⊗ - WATER VALVE
- ⊗ - FIRE HYDRANT
- ⊗ - WATER METER
- ⊗ - SIGN
- ⊗ - UTILITY POLE
- ⊗ - UTILITY POLE W/ GUY & ANCHOR
- ☆ - LIGHT POLE
- (P) - PLAT DATA
- (F) - FIELD DATA
- (D) - DESCRIPTION DATA

LEGEND

- FIP - FOUND IRON PIN, 5/8" REBAR
- SIP - SET IRON PIN #450, 5/8" REBAR
- FCM - FOUND CONCRETE MONUMENT, 4" X 4"
- R/W - RIGHT-OF-WAY
- FIP - FOUND IRON PIN
- SIP - SET IRON PIN
- ☉ - SANITARY MANHOLE
- ⊗ - IRRIGATION CONTROL VALVE
- B.S.L. - BUILDING SETBACK LINE
- O.R. - OFFICIAL RECORDS
- E.O.P. - EDGE-OF-PAVEMENT
- G.L.O. - GENERAL LAND OFFICE
- P.O.C. - POINT-OF-COMMENCEMENT
- P.O.B. - POINT-OF-BEGINNING
- R.C.P. - REINFORCED CONCRETE PIPE
- FCM - FOUND CONCRETE MONUMENT
- SCM - SET CONCRETE MONUMENT
- CCCL - COASTAL CONSTRUCTION CONTROL LINE
- (11) - NUMBER OF PARKING SPACES
- NGVD - NATIONAL GEODETIC VERTICAL DATUM

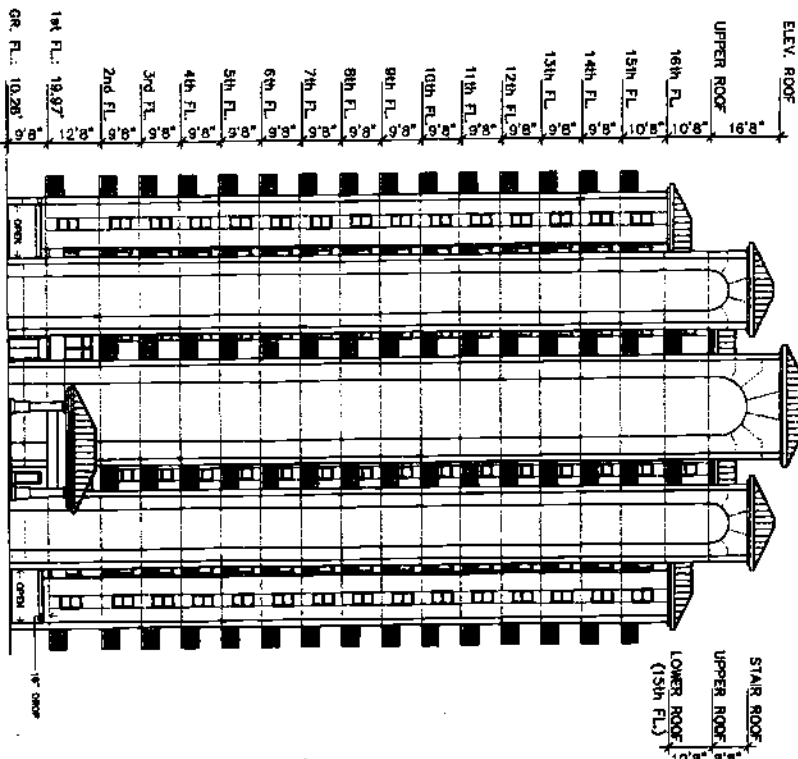
97-176-A

ANNEXED TO AND EXPRESSLY MADE A PART
OF THE DECLARATION OF CONDOMINIUM
Summerwind Condominium
CONDOMINIUM PLAT BOOK _____ PAGE _____
SHEET 9 OF 12 SHEETS

9 NOVEMBER 2000 [FILE: 97176SCD]

Summerwind Condominium

in Unsectionalized Township 2 South, Range 26 West, Navarre Beach, Santa Rosa County, Florida



NORTH ELEVATION

CHOCTAW ENGINEERING, INC.
115 TRUITON AVENUE
FORT WALTON BEACH, FL 32547
E-MAIL: ce@choctaweng.com
CIVIL ENGINEERING • ENVIRONMENTAL • SURVEYING

LB #1582
TELEPHONE: 850-865-8011
FAX: 850-865-8008

PRESCOTT ARCHITECTS
P.O. BOX 8178
DESIGN, FL 32564-1
850-897-8484

PLANS BY

DIAGRAMATIC BUILDING KEY

ANNEXED TO AND EXPRESSLY MADE A PART
OF THE DECLARATION OF CONDOMINIUM

97-176-A

Summerwind Condominium
CONDOMINIUM PLAN BOOK SHEET 4 OF 12 SHEETS PAGE

14 TYPICAL FLOORS
X 4 UNITS/FLOOR = 56 UNITS

1st FL. - 3 UNITS
GROUND FL. - GARAGE

(EAST)

UNIT C-1 1501	UNIT B-1 1502	UNIT B-3 1503	UNIT B-4 1504	UNIT C-2 1504
UNIT C-1 1401	UNIT B-6 1402	UNIT B-2 1403	UNIT B-2 1403	UNIT C-2 1404
UNIT C-1 1301	UNIT B-1 1302	UNIT B-2 1303	UNIT B-2 1303	UNIT C-3 1304
UNIT C-1 1201	UNIT B-1 1202	UNIT B-2 1203	UNIT B-2 1203	UNIT C-2 1204
UNIT C-1 1101	UNIT B-1 1102	UNIT B-2 1103	UNIT B-2 1103	UNIT C-2 1104
UNIT C-1 1001	UNIT B-1 1002	UNIT B-2 1003	UNIT B-2 1003	UNIT C-2 1004
UNIT C-1 901	UNIT B-5 902	UNIT B-2 903	UNIT B-2 903	UNIT C-2 904
UNIT C-1 801	UNIT B-1 802	UNIT B-2 803	UNIT B-2 803	UNIT C-2 804
UNIT C-1 701	UNIT B-1 702	UNIT B-2 703	UNIT B-2 703	UNIT C-2 704
UNIT C-1 601	UNIT B-1 602	UNIT B-2 603	UNIT B-2 603	UNIT C-2 604
UNIT C-1 501	UNIT B-1 502	UNIT B-2 503	UNIT B-2 503	UNIT C-2 504
UNIT C-1 401	UNIT B-1 402	UNIT B-2 403	UNIT B-2 403	UNIT C-2 404
UNIT C-1 301	UNIT B-1 302	UNIT B-2 303	UNIT B-2 303	UNIT C-2 304
UNIT C-1 201	UNIT B-1 202	UNIT B-2 203	UNIT B-2 203	UNIT C-2 204
UNIT C-1 101	UNIT D-1 102	LOBBY	LOBBY	UNIT C-2 104

(WEST)

P A R K I N G G A R A G E

9 NOVEMBER 2000 [FILE: 97176SCD]

Summervind Condominium

in Unsectionalized Township 2 South, Range 26 West, Navarre Beach, Santa Rosa County, Florida

GROUND FLOOR GARAGE PLAN (UNDERGROUND SPACES - 9)

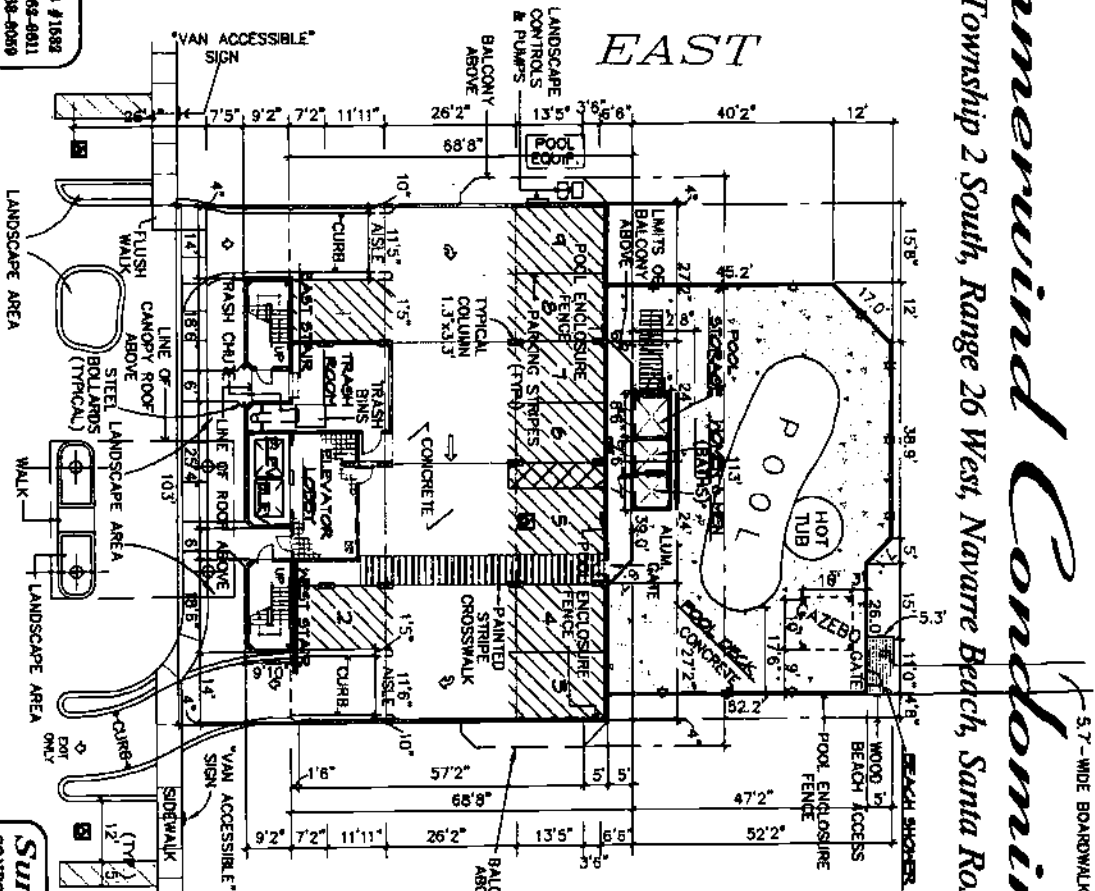
PLANS BY:
PRESCOTT ARCHITECTS
P.O. BOX 6178
DUSTIN, FL 32541
850-857-6488

FIELD CHECKED BY:
CORREY ENGINEERING, INC.

NOTE:
COVERED ASSIGNED PARKING SPACES ARE LIMITED COMMON ELEMENTS. AT TIME OF FIELD CHECK, SPACES MARKED "RESERVED" BUT NOT NUMBERED.

INDICATES LIMITED COMMON ELEMENT

CHOCTAW ENGINEERING, INC. LB 71582
112 TRUXTON AVENUE TELEPHONE: 850-962-6811
FORT WALTON BEACH, FL 32447 FAX: 850-962-6069
E-MAIL: ce@choctaweng.com
CIVIL ENGINEERING • ENVIRONMENTAL • SURVEYING



97-176-A




ANNEXED TO AND EXPRESSLY MADE A PART OF THE DECLARATION OF CONDOMINIUM
Summervind Condominium
CONDOMINIUM PLAT BOOK _____ PAGE _____
SHEET 6 OF 12 SHEETS

9 NOVEMBER 2000 [FILE: 97176SCD]

Summerwind Condominium

in Unsectionalized Township 2 South, Range 26 West, Navarre Beach, Santa Rosa County, Florida

LEGEND

-  UNIT BOUNDARY
-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT

UNIT C-1
101
1,692.3 SQUARE FEET, TOTAL
(SEE SHEET 10 FOR PLAN)

UNIT D-1
102
(Commercial)
590 SQUARE FEET
(PLAN, THIS SHEET ONLY)

PLANS BY:



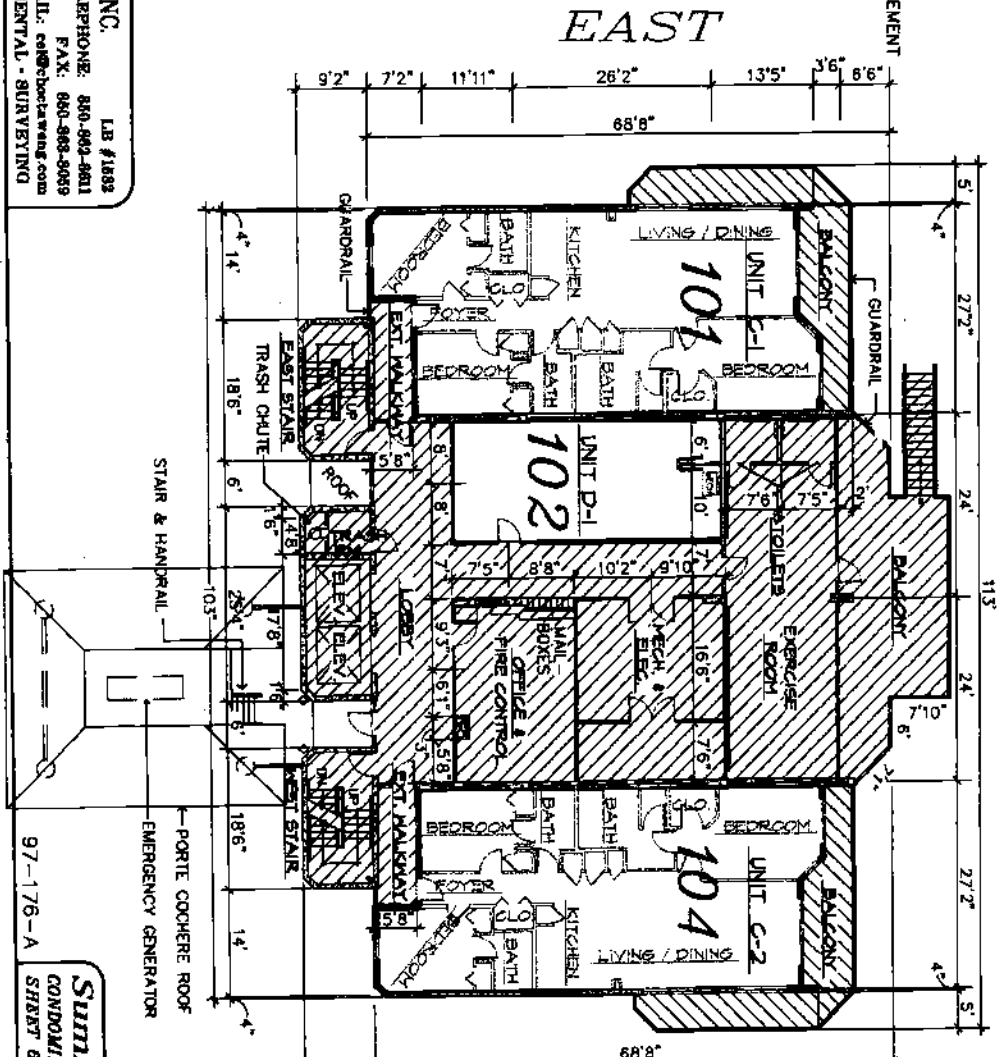
PRESCOTT ARCHITECTS
P.O. BOX 5176
DESTIN, FL 32841
850-837-6494

FIELD CHECKED BY:
CHOCTAW ENGINEERING, INC.

CHOCTAW ENGINEERING, INC.
112 TRUXTON AVENUE
PORT WALTON BEACH, FL 32947
CIVIL ENGINEERING - ENVIRONMENTAL - SURVEYING

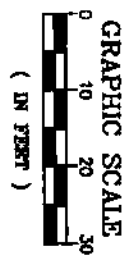
TELEPHONE: 850-962-8611
FAX: 850-968-9069
E-MAIL: ceh@choctaweng.com

LB #1883



WEST

EAST



UNIT C-2
104
1,692.3 SQUARE FEET, TOTAL
(SEE SHEET 10 FOR PLAN)

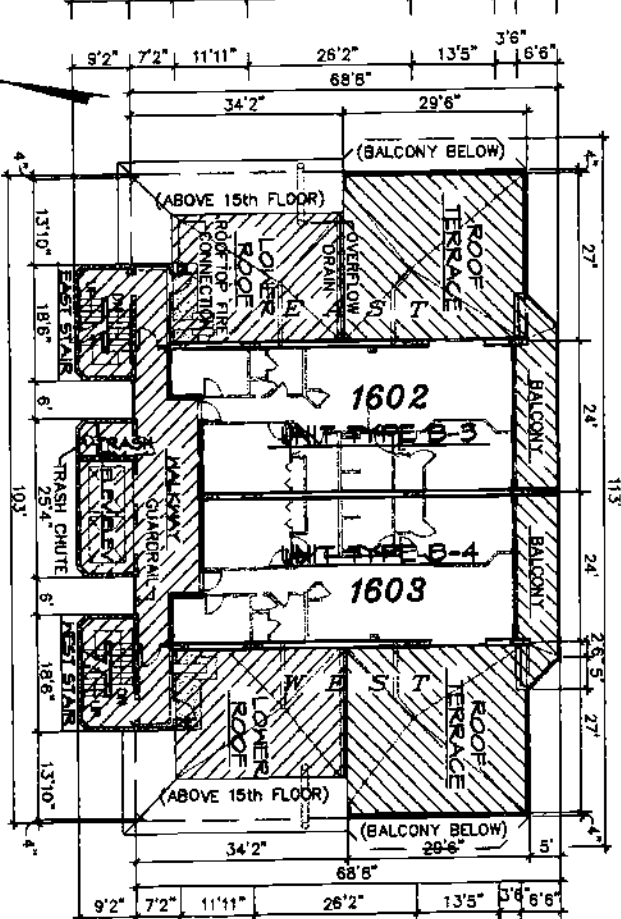
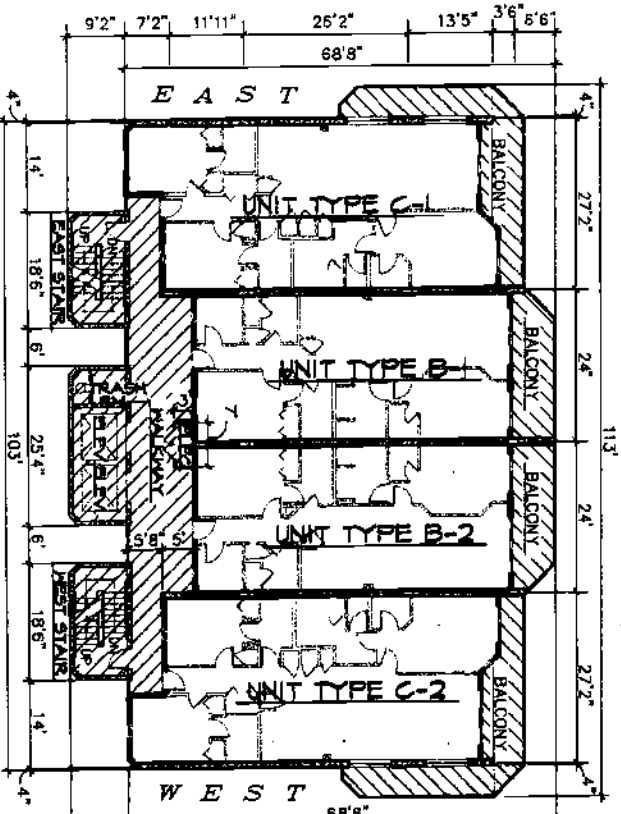
1st FLOOR
LOBBY LEVEL PLAN

ANNEXED TO AND EXPRESSLY MADE A PART
OF THE DECLARATION OF CONDOMINIUM

Summerwind Condominium
CONDOMINIUM PLAY BOOK PAGE
SHEET 6 OF 12 SHEETS

9 NOVEMBER 2000 [FILE: 97176SCD]

Summerwind Condominium
in Unsectionalized Township 2 South, Range 26 West, Navarre Beach, Santa Rosa County, Florida



INDICATES UNITED COMMON ELEMENT
INDICATES COMMON ELEMENT

CHOCTAW ENGINEERING, INC.
115 TRUXTON AVENUE
PORT WALTON BEACH, FL 32547
TEL: 850-898-6611
FAX: 850-898-8099
E-MAIL: info@choctaweng.com
CIVIL, ENGINEERING • ENVIRONMENTAL • SURVEYING

PRESCOTT ARCHITECTS
P.O. BOX 6178
DUNN, FL 32041
850-857-0494



ANNEXED TO AND EXPRESSLY MADE A PART
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Summerwind Condominium
CONDOMINIUM PLAT BOOK PAGE
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97-176-A

9 NOVEMBER 2000 [FILE: 97176SCD]

Summervind Condominium

in Unsectionalized Township 2 South, Range 26 West, Navarre Beach, Santa Rosa County, Florida

UNIT 'B-1' FLOOR PLAN

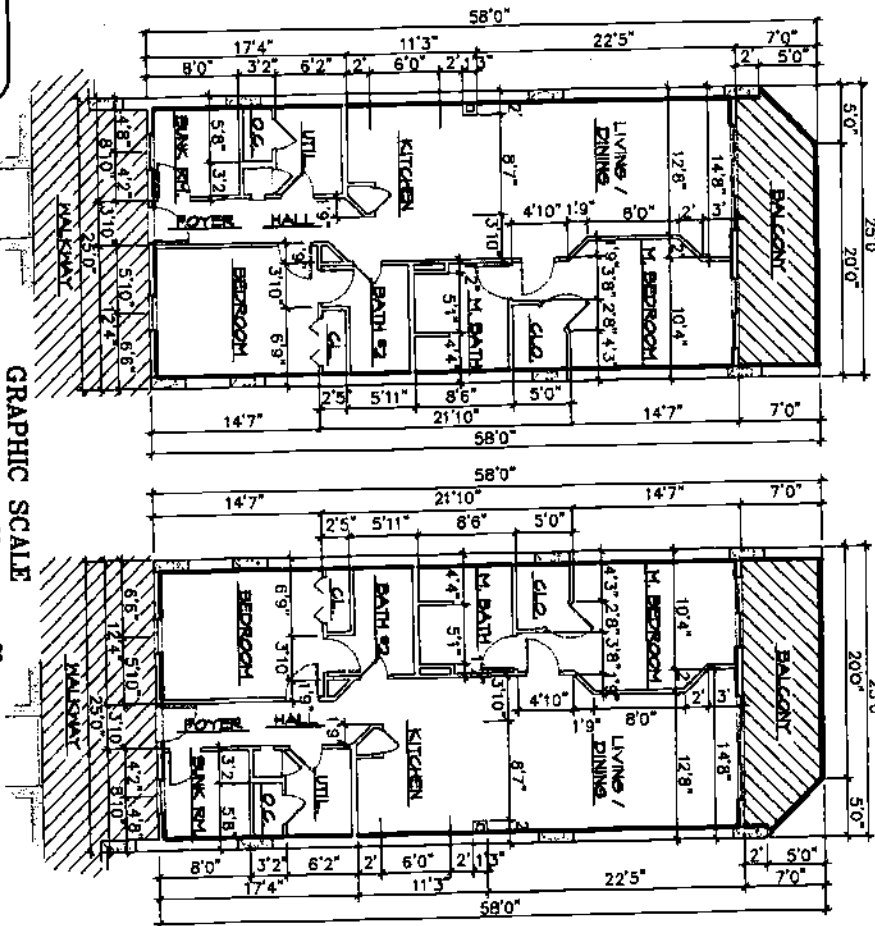
(UNITS: 202, 302, 402, 502,
602, 702, 802, 1002, 1102,
1202, 1302, & 1502)
NET HEATED & COOLED 1,157.7 SQ. FT.
BALCONY 151.8 SQ. FT.
TOTAL 1,309.5 SQ. FT.

PLANS BY:
PRESCOTT ARCHITECTS
P.O. BOX 5178
DESTIN, FL 32024
850-697-0484

FIELD CHECKED BY:
CHOCTAW ENGINEERING, INC.

CHOCTAW ENGINEERING, INC.
115 TRUXTON AVENUE
FORT WALTON BEACH, FL 32447
CIVIL ENGINEERING • ENVIRONMENTAL • SURVEYING

TELEPHONE: 860-868-0611
FAX: 860-868-9089
E-MAIL: ce@choctaweng.com



UNIT 'B-2' FLOOR PLAN

(UNITS: 203, 303, 403, 503,
603, 703, 803, 903, 1003,
1103, 1203, 1303, 1403, &
1503)
NET HEATED & COOLED 1,157.7 SQ. FT.
BALCONY 151.8 SQ. FT.
TOTAL 1,309.5 SQ. FT.

INDICATES UNITED COMMON ELEMENT
INDICATES COMMON ELEMENT

ANNEXED TO AND EXPRESSLY MADE A PART
OF THE DECLARATION OF CONDOMINIUM
Summervind Condominium
CONDOMINIUM PLAT BOOK _____ PAGE _____
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97-176-A



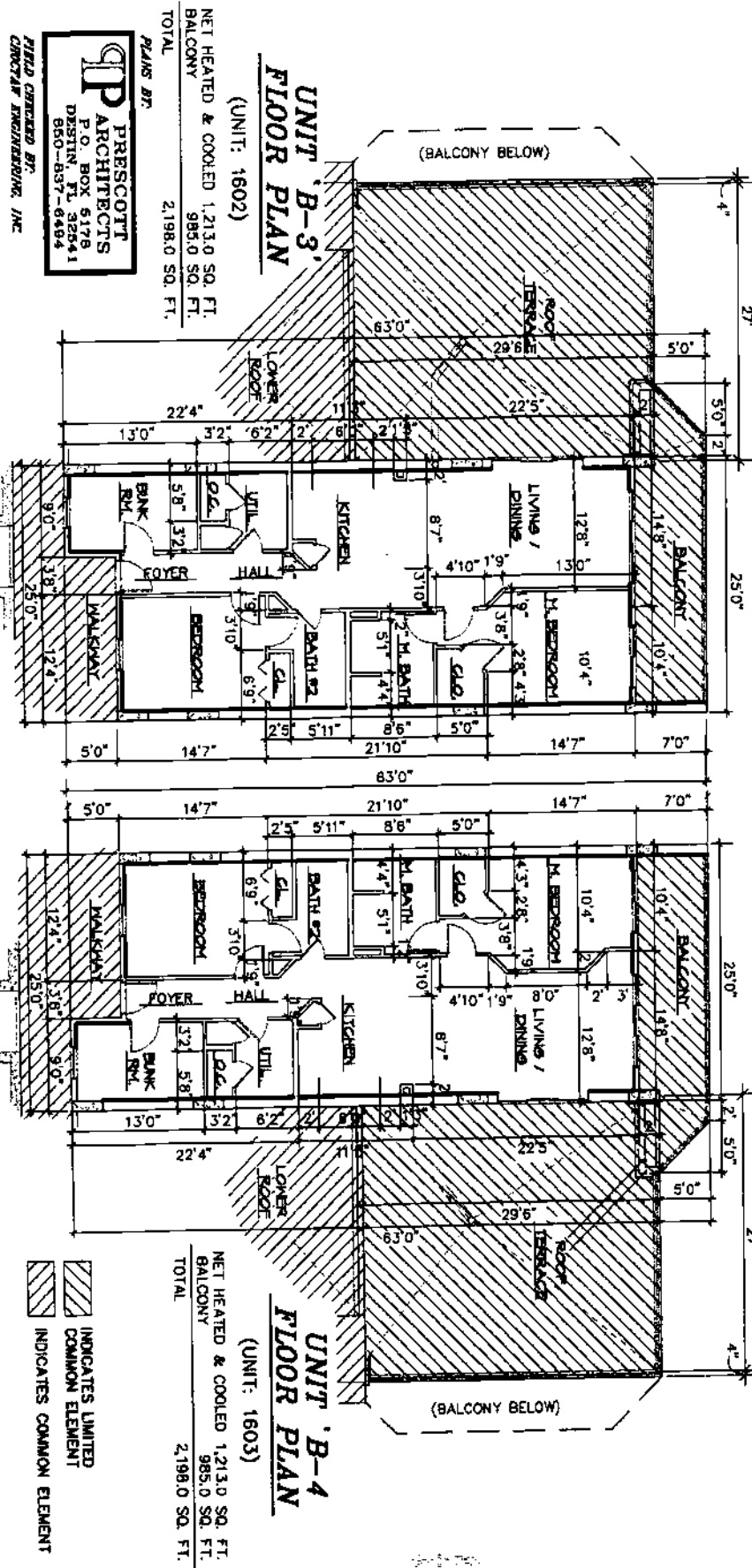
LB 11682

9 NOVEMBER 2000

[FILE: 971765C0]

Sumnerwind Condominium

in Unsectionalized Township 2 South, Range 26 West, Navarre Beach, Santa Rosa County, Florida



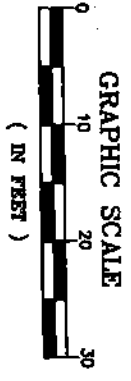
UNIT 'B-3'
FLOOR PLAN
(UNIT: 1602)

NET HEATED & COOLED 1,213.0 SQ. FT.
BALCONY 985.0 SQ. FT.
TOTAL 2,198.0 SQ. FT.



MILD CHERRYER BR.
CHOCTAW ENGINEERING, INC.

CHOCTAW ENGINEERING, INC. LB #1552
112 TRUXTON AVENUE TELEPHONE: 850-982-8611
PORT WALTON BEACH, FL 3847 FAX: 850-982-8059
E-MAIL: ce@choctaweng.com
CIVIL ENGINEERING • ENVIRONMENTAL • SURVEYING



97-176-A

UNIT 'B-4'
FLOOR PLAN
(UNIT: 1603)

NET HEATED & COOLED 1,213.0 SQ. FT.
BALCONY 985.0 SQ. FT.
TOTAL 2,198.0 SQ. FT.

INDICATES UNITED COMMON ELEMENT
INDICATES COMMON ELEMENT

AMENDED TO AND EXPRESSLY MADE A PART OF THE DECLARATION OF CONDOMINIUM
Sumnerwind Condominium
CONDOMINIUM PLAT BOOK _____ PAGE _____
SHEET 9 OF 12 SHEETS

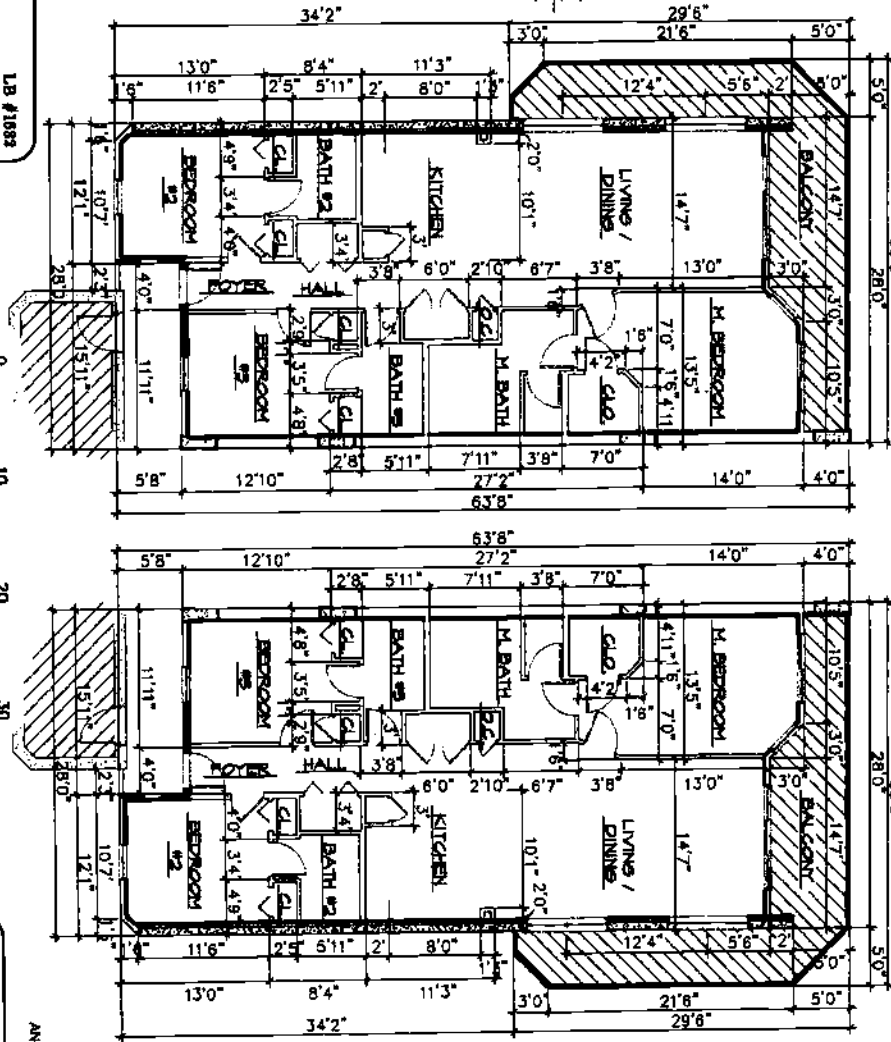
Summerwind Condominium

in Unsectionalized Township 2 South, Range 26 West, Navarre Beach, Santa Rosa County, Florida

UNIT 'C-1' FLOOR PLAN

(UNITS: 101, 201, 301, 401,
501, 601, 701, 801, 901,
1001, 1101, 1201, 1301, 1401
& 1501)

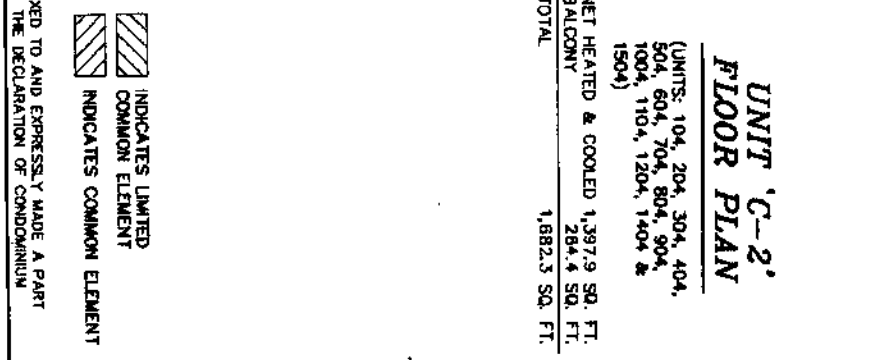
NET HEATED & COOLED 1,397.9 SQ. FT.
BALCONY 284.4 SQ. FT.
TOTAL 1,682.3 SQ. FT.



UNIT 'C-2' FLOOR PLAN

(UNITS: 104, 204, 304, 404,
504, 604, 704, 804, 904,
1004, 1104, 1204, 1404 &
1504)

NET HEATED & COOLED 1,397.9 SQ. FT.
BALCONY 284.4 SQ. FT.
TOTAL 1,682.3 SQ. FT.



INDICATES LIMITED
COMMON ELEMENT
INDICATES COMMON ELEMENT

APPROVED TO AND EXPRESSLY MADE A PART
OF THE DECLARATION OF CONDOMINIUM

Summerwind Condominium
CONDOMINIUM PLAT BOOK PAGE
SHEET 10 OF 12 SHEETS

CHOCTAW ENGINEERING, INC.
112 TRUXTON AVENUE
PORT WALTON BEACH, FL 32947
CIVIL ENGINEERING - ENVIRONMENTAL - SURVEYING

TELEPHONE: 880-983-6611
FAX: 880-988-8099
E-MAIL: ce@choctaweng.com

LB #1883

PLANS BY:
PRESCOTT ARCHITECTS
P.O. BOX 5178
DESTEIN, FL 32841
850-837-6484

FIELD CHECKED BY:
CHOCTAW ENGINEERING, INC.

GRAPHIC SCALE (IN FEET)

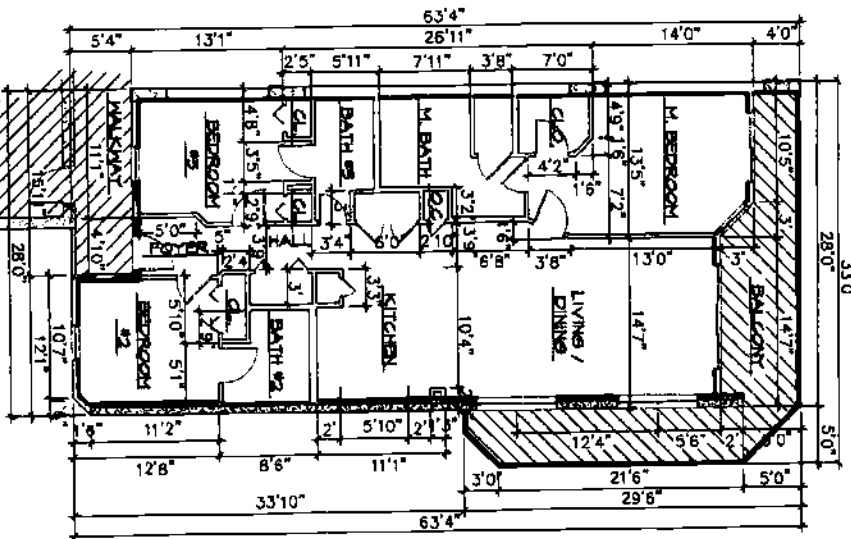
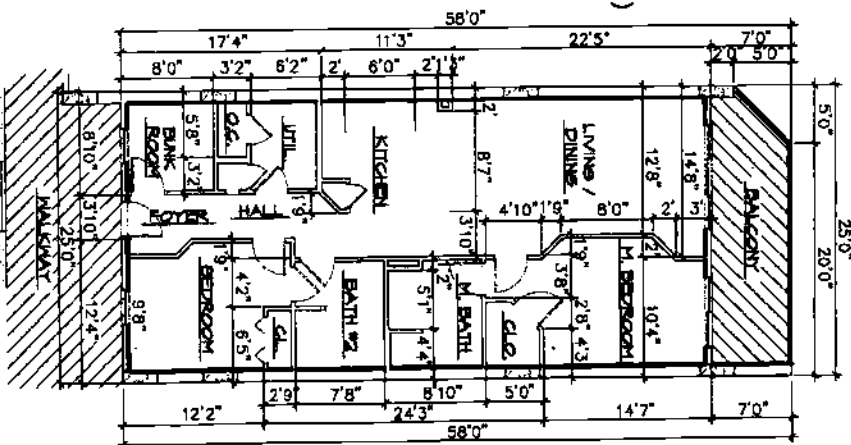
9 NOVEMBER 2000 [FILE: 97176SCD]

Summerwind Condominium

in Unsectionalized Township 2 South, Range 26 West, Navarre Beach, Santa Rosa County, Florida

UNIT 'B-5' FLOOR PLAN

(±) ACCESSIBLE UNITS: 902 & 1402
NET HEATED & COOLED 1,157.7 SQ. FT.
BALCONY 151.8 SQ. FT.
TOTAL 1,309.5 SQ. FT.



UNIT 'C-3' FLOOR PLAN

(±) ACCESSIBLE UNIT: 1304
NET HEATED & COOLED 1,397.9 SQ. FT.
BALCONY 284.4 SQ. FT.
TOTAL 1,682.3 SQ. FT.

PLANS BY:
PRESCOTT ARCHITECTS
P.O. BOX 5178
DESTIN, FL 32841
850-837-6484

FIELD CHECKED BY:
CHOCTAW ENGINEERING, INC.

CHOCTAW ENGINEERING, INC.
118 TRUXTON AVENUE
FORT WALTON BEACH, FL
CIVIL ENGINEERING • ENVIRONMENTAL • SURVEYING

LB #1883
850-880-6811
850-880-0099
E-MAIL: ceh@choctaweng.com



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Summerwind Condominium
CONDOMINIUM PLAN BOOK PAGE
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INDICATES LIMITED COMMON ELEMENT
INDICATES COMMON ELEMENT
ANNEXED TO AND EXPRESSLY MADE A PART OF THE DECLARATION OF CONDOMINIUM

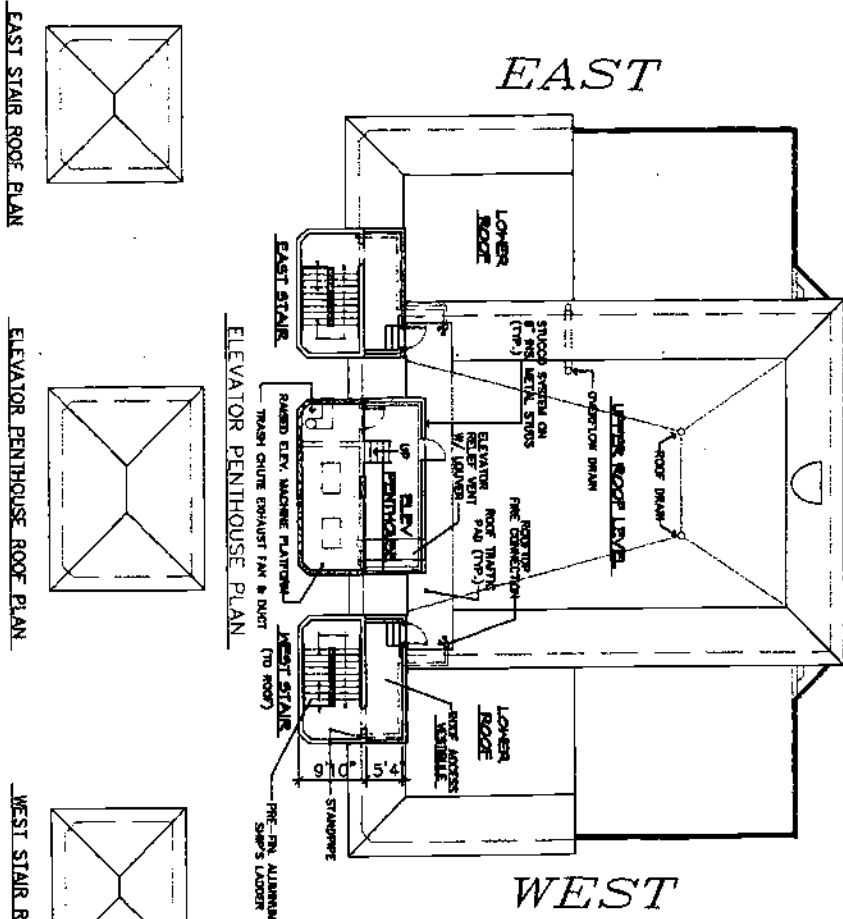
9 NOVEMBER 2000 [FILE: 97176SCD]

Summerwind Condominium

in Unsectionalized Township 2 South, Range 26 West, Navarre Beach, Santa Rosa County, Florida

PLANS BY:
PRESCOTT ARCHITECTS
P.O. BOX 5178
DESTIN, FL 32041
850-687-6484

FIELD CHECKED BY:
CAROLAN ENGINEERING, INC.



CHOCTAW ENGINEERING, INC.
112 TRUXTON AVENUE
PORT WALTON BEACH, FL 32047
CIVIL ENGINEERING • ENVIRONMENTAL • SURVEYING

TELEPHONE: 850-985-8611
FAX: 850-985-9069
E-MAIL: ce@choctaweng.com

LB #1442

ELEVATOR PENTHOUSE PLAN

ANNEXED TO AND EXPRESSLY MADE A PART
OF THE DECLARATION OF CONDOMINIUM
Summerwind Condominium
CONDOMINIUM PLAT BOOK _____ PAGE _____
SHEET 12 OF 12 SHEETS

97-176-A

SUMMERWIND

CONDOMINIUM

EXHIBIT "B"

to the Declaration of Condominium

LEGAL DESCRIPTION OF PROPERTY

SUMMERWIND CONDOMINIUM

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

A PARCEL OF LAND IN UNSECTIONED TOWNSHIP 2 SOUTH, RANGE 26 WEST, SANTA ROSA COUNTY, FLORIDA DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF LOT 1, FIRST ADDITION TO NAVARRE BEACH, COMMERCIAL SECTION 1, AS RECORDED IN PLAT BOOK 5 AT PAGE 95 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF GULF BOULEVARD (120' R/W); THENCE NORTH 81°17'40" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 148.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE, 140.00 FEET; THENCE DEPARTING SAID SOUTH LINE, SOUTH 08°42'20" EAST, 719.89 FEET TO THE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE, A DISTANCE OF 140 FEET, MORE OR LESS, TO A POINT THAT BEARS SOUTH 08°42'20" EAST, 715.90 FEET FROM THE POINT OF BEGINNING; THENCE PROCEED NORTH 08°42'20" WEST, 715.90 FEET TO THE POINT OF BEGINNING, CONTAINING 2.31 ACRES, MORE OR LESS, ALL IN SANTA ROSA COUNTY, FLORIDA.

SUMMERWIND

CONDOMINIUM

EXHIBIT "C"

to the Declaration of Condominium

Percentage of Ownership

and

Share of Common Expenses

& Common Surplus

SUMMERWIND CONDOMINIUM

Percentage of Ownership and Share of Common Expenses & Common Surplus

<u>Unit Types/Number</u>	<u>SHARE-EACH</u>	<u>EXT. TOTAL</u>
"B-1" & "B-5" Units (14 units)		
202 702 1202	1,157.7 / 77,368.6	16,207.8 / 77,368.6
302 802 1302		
402 902* 1402*		
502 1002 1502		
602 1102		
"B-2" Units (14 units)		
203 703 1203	1,157.7 / 77,368.6	16,207.8 / 77,368.6
303 803 1303		
403 903 1403		
503 1003 1503		
603 1103		
"B-3" Units (1 unit)		
1602	1,213.0 / 77,368.6	1,213.0 / 77,368.6
"B-4" Units (1 unit)		
1603	1,213.0 / 77,368.6	1,213.0 / 77,368.6
"C-1" Units (15 units)		
101 501 901 1301	1,397.9 / 77,368.6	20,968.5 / 77,368.6
201 601 1001 1401		
301 701 1101 1501		
401 801 1201		
"C-2" and "C-3" Units (15 units)		
104 504 904 1304**	1,397.9 / 77,368.6	20,968.5 / 77,368.6
204 604 1004 1404		
304 704 1104 1504		
404 804 1204		
"D-1" Unit (1 unit)		
102	590 / 77,368.6	590 / 77,368.6
TOTAL: 61 units	<hr/>	<hr/> 77,368.6 / 77,368.6
		(100 %)

* Units #902 and #1402 are handicapped accessible units, designated as "B-5" units

** Unit #1304 is a handicapped accessible unit, designated as a "C-3" unit.