

DECLARATION OF CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that CENTURY PARK WEST, INC., a Florida corporation, hereinafter called the "Developer," for itself, its successors, grantees and assigns, makes, declares and establishes this Declaration of Condominium as and for the plan of dwelling ownership and condominium for the "Condominium" hereinafter named, being the property and improvements hereinafter described. For the sake of simplicity, the declarer will at all times be referred to in the singular and neuter gender.

I. ESTABLISHMENT OF CONDOMINIUM

This Declaration of Condominium is being made and recorded prior to the sale or transfer of any apartment or interest therein in the Condominium created by this declaration and the declarant, being the owner of all of the interests in said Condominium, makes the following declarations:

A. PURPOSE: The purpose of this declaration is to submit the lands herein described and improvements constructed on such lands to the condominium form of ownership and use.

B. LAND: The land owned by the declarant which is submitted to condominium form of ownership, located in Okaloosa County, Florida, and described as per Exhibit "A" attached hereto and made a part hereof, shall hereinafter be referred to as "Land" and upon which the Developer has constructed a five story ninety (90) Private Dwelling residential community, hereinafter referred to and designated as CENTURY PARK WEST, a condominium.

C. CONDOMINIUM: In that form of ownership under which Private Dwellings of a building intended for independent use are owned by different owners in a fee simple; and the parts of the building other than such Private Dwellings, as well as the land, are owned by such owners in undivided shares as tenants in common (without right of partition) which undivided shares are appurtenances to the respective Private Dwellings of the building.

1. The name of the condominium shall be "CENTURY PARK WEST, a Condominium."
2. The name and address of the person designated as agent to receive service of process is:

George R. Jones, Jr.
P. O. Box 641
Fort Walton Beach, Florida 32548

D. CONDOMINIUM DOCUMENTS: The documents which create the Condominium and which are referred to in said documents as Condominium Documents are as follows:

1. This Declaration of Condominium, herein referred to as "Declaration of Condominium" which sets forth the nature of the property rights of the various owners of the property in the Condominium, and the covenants running with the land which govern such rights. All Condominium Documents, as herein below described in this paragraph 1, shall be part of and shall be subject to this Declaration of Condominium.

- a. Articles of Incorporation of CENTURY PARK VILLAS, INC., a Florida non-profit corporation, by which the owners of apartments shall administer the Condominium.
- b. By-Laws of CENTURY PARK VILLAS, INC., a Florida non-profit corporation.
- c. Survey - Exhibit "A" consisting of six sheets attached hereto and made a part hereof.
- d. Apartment deed by which Developer will convey individual apartments in the Condominium to purchasers.

II. SURVEY AND DESCRIPTION OF IMPROVEMENTS

In addition to Exhibit "A" there is annexed hereto and expressly made a part hereof as Exhibit "B," a graphic description and plot plan of the improvements constituting the Condominium identifying the Private Dwellings, Common Property and Limited Common Property, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each Private Dwelling is identified by specific number on said Exhibit "B" and no Private Dwelling bears the same designation as any other Private Dwelling. Similarly, each parking space Constituting Limited Common Property is identified by specific number on said Exhibit "B" and no parking space constituting a part of said Limited Common Property bears the same designation as any other such space.

III. PRIVATE DWELLINGS, COMMON PROPERTY & LIMITED COMMON PROPERTY

The Condominium consists of Private Dwellings, Common Property and Limited Common Property, as said terms are hereinafter defined.

Private Dwellings, as the term is used herein, shall mean and comprise the separate and numbered Dwelling Units which are designated in Exhibit "A" to this Declaration of Condominium, excluding, however, all spaces and improvements lying between 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 lying between the undecorated and/or unfinished inner surfaces of all interior bearing 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 Private Dwellings and Common Property.

Common Property, as the term is used herein, shall mean and compromise all of the real property, improvements, and facilities of the Condominium other than the Private Dwellings, as same are herein above defined, and shall include easements through Private Dwellings for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to Private Dwellings and Common Property and easements of support in every portion of a Private Dwelling 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 the owners of all such Private Dwellings.

Limited Common Property, as the term is used herein, shall mean and comprise that portion of the Common Property consisting of the number of separate and designated parking spaces, as specifically

93 identified on Exhibit "B" hereto attached, as to each of which said parking spaces a right of exclusive use
 94 may be reserved as an appurtenance to e particular Private Dwelling, as hereinafter described.
 95

96 IV. OWNERSHIP OF PRIVATE DWELLINGS AND APPURTENANT INTEREST ON COMMON PROPERTY
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98 Each Private Dwelling shall he conveyed and treated as an individual property capable of independent
 99 use and free simple ownership, and the owner or owners of each said Private Dwelling shall own, as an
 100 appurtenance all the ownership of each said Private Dwelling, an undivided interest in the Common
 101 Property being that which is hereinafter specifically assigned there. The percentage of undivided
 102 interest in the Common Property assigned to each Private Dwelling shall not be changed except with the
 103 unanimous consent of all of the owners of all of the Private Dwellings.
 104

105 V. RESTRICTIONS AGAINST FURTHER SUBDIVIDING OF PRIVATE DWELLINGS
 106 AND SEPARATE CONVEYANCE OF APPURTENANT COMMON PROPERTY, ETC.
 107

108 No Private Dwelling may be divided or subdivided into a smaller Dwelling Unit than as shown on Exhibit
 109 "A" hereto, nor shall any Further Dwelling, or portion thereof, be added to or incorporated into any
 110 other Private Dwelling. The undivided interest in the Common Property declared to be an appurtenance
 111 to each Private Dwelling shall not be conveyed, devised, encumbered or otherwise dealt with separately
 112 from said Private Dwelling, and the undivided interest in Common Property appurtenant to each Private
 113 Dwelling shall be deemed conveyed, devised, encumbered or otherwise included with the Private
 114 Dwelling even though such undivided interest is not expressly mentioned or described in the instrument
 115 conveying, devising, encumbering or otherwise dealing with such Private Dwelling. Any conveyance,
 116 mortgage or other instrument which purports to affect the conveyance, devise or encumbrance, or
 117 which purports to grant any right, interest or lien in, to or upon a Private Dwelling, shall be null, void and
 118 of no effect insofar as the same purports to affect any interest in a Private Dwelling and its appurtenant
 119 undivided interest in Common Property, unless the same purports to convey, devise, encumber or
 120 otherwise trade or deal with the entire Private Dwelling. Any instrument conveying, devising,
 121 encumbering or otherwise dealing with any Private Dwelling which described said Private Dwelling by
 122 the Private Dwelling unit number assigned there to in Exhibit "A" without limitation or exception, shall
 123 be deemed and construed to affect the entire Private Dwelling and its appurtenant undivided interest in
 124 the Common Property. Nothing herein contained shall be construed as limiting or preventing ownership
 125 of any Private Dwelling and its appurtenant undivided interest in the Common Property by more than
 126 one person or entity as tenants in common, joint tenants, or as tenants by the entirety.
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128 VI. CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.
 129

130 The Private Dwellings, Common Property and Limited Common Property shall be, and the same are
 131 hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and
 132 established herein, as well as those established by the By-Laws and Association's Rules and Regulations,
 133 now or hereafter promulgated, governing the use of said Private Dwellings, Common Property and
 134 Limited Common Property and setting forth the obligations and responsibilities incident to ownership of
 135 each Private Dwelling and its appurtenant undivided interest in the Common Property and/or its
 136 appurtenant right to use any parking space constituting Limited common Property, and said Private
 137 Dwellings, Common Property and Limited Common Property are further declared to be subject to the
 138 restrictions, easements, conditions, and limitations now of record affecting the land and improvements
 139 of the Condominium.

VII. PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON PROPERTY

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142 The Common Property shall be, and the same is hereby declared to be subject to a perpetual non-
143 exclusive easement in favor of all of the owners of Private Dwellings in the Condominium for their use
144 and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for
145 the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment
146 of said owners of Private Dwellings. Notwithstanding anything above provided in this Article, the
147 Association herein, shall have the right to establish the rules and regulations pursuant to which the
148 owner or owners of any Private Dwelling may be entitled to the exclusive use of any parking spaces
149 (other than those parking spaces comprising Limited Common Property).
150

VIII. EASEMENT FOR UNINTENTIONAL AND NON—NEGLIGENT ENCROACHMENTS

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153 In the event that any Private Dwelling shall encroach upon any Common Property for any reason not
154 caused by the purposeful or negligent act of the Private Dwelling owner or owners, or agents of such
155 owner or owners, then an easement appurtenant to such Private Dwelling shall exist for the continuance
156 of such encroachment unto the Common Property for so long as such encroachment shall naturally
157 exist; and, in the event that any portions of the Common Property shall encroach upon any Private
158 Dwelling, then an easement shall exist for the continuance of such encroachment of the Common
159 Property into any Private Dwelling for so long as such encroachment shall naturally exist.
160

IX. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON PROPERTY

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163 Recognizing that the proper use of a Private Dwelling by any owner or owners is dependent upon the
164 use and enjoyment of the Common Property in common with the owners of all other Private Dwellings
165 in the Condominium, it is declared that the percentage of the undivided interest in the Common
166 Property appurtenant to each Private Dwelling shall remain undivided and no owner of any Private
167 Dwelling shall bring or have any right to bring any action for partition or division.
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X. PERCENTAGE OF UNDIVIDED INTEREST IN COMMON
PROPERTY APPURTENANT TO EACH PRIVATE DWELLING

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171
172 The undivided interest in Common Property appurtenant to each Private Dwelling is that percentage of
173 undivided interest which is set forth and assigned to each Private Dwelling in that certain schedule
174 which is annexed hereto and expressly made a part hereof as Exhibit "C." Likewise, each Private Dwelling
175 shall have appurtenant thereto an undivided interest in the Limited Common Property in the same
176 percentage as there is Appurtenant thereto an undivided interest in the Common Property, subject,
177 however, to the exclusive right of use in Limited Common Property which may be assigned as an
178 appurtenance to a particular Private Dwelling.
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XI. EASEMENT AND AIR SPACE

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182 The owner of each Private Dwelling shall have an exclusive easement for the use of the air space
183 occupied by said Private Dwelling as it exists at any particular time and as said Private Dwelling may
184 lawfully be altered or reconstructed from time to time, which easement shall be terminated
185 automatically in any air space which is vacated from time to time.
186

OFFICIAL RECORDSXII. ADMINISTRATION OF THE CONDOMINIUM BY THE CONDOMINIUM ASSOCIATION

To efficiently and effectively provide for the administration of the Condominium by the owners of Private Dwellings, a non-profit Florida corporation, known and designated as "CENTURY PARK VILLAS" INC.," hereinafter referred to as "Association," has been organized, and said corporation shall administer the operation and management of the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation, and the By-Laws of said corporation. A true copy of the Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibit "D" and Exhibit "E" respectively. The owner or owners of each Private Dwelling shall automatically become members of the Association upon his, their or its acquisition of an ownership interest in title to any Private Dwelling and its appurtenant undivided interest in Common Property and Limited Common Property, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested or such ownership interest in the title to such Private Dwelling, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Private Dwelling shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association, or to any of the rights or privileges of such membership. In the administration of the operation and management of the Condominium, said Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner herein-after provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the Private Dwellings, Common Property and Limited Common Property as the Board of Directors of the Association may deem to be in the best interests of the Condominium.

XIII. RESIDENTIAL USE RESTRICTION APPLICABLE TO PRIVATE DWELLINGS

Each Private Dwelling is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees and tenants.

XIV. USE OF COMMON PROPERTY AND LIMITED COMMON PROPERTY SUBJECT TO RULES OF ASSOCIATION

The use of Common Property by the owner or owners of all Private Dwellings, and all other parties authorized to use the same, and the use of Limited Common Property by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the Association.

XV. THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES, RESTRICTION AGAINST NUISANCES, ETC.

No immoral, improper, offensive or unlawful use shall be made of any Private Dwelling or of the Common Property, or of the Limited Common Property, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No owner of any Private Dwelling shall permit or suffer anything to be done or kept in his Private Dwelling, or on the Common Property, or on the Limited Common Property, which will increase the rate of insurance on the Condominium or which will obstruct or interfere with the rights of other

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234 occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake
 235 any use or practice which shall create and constitute a nuisance to any other owner of a Private
 236 Dwelling, or which interferes with the peaceful possession and proper use of any other Private Dwelling,
 237 or the Common Property, or the Limited Common Property.

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239 XVI. RIGHT OF ENTRY INTO PRIVATE DWELLINGS IN EMERGENCIES

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241 In case of any emergency originating in or threatening any Private Dwelling, regardless of whether the
 242 owner is present at the time of such emergency, the Board of Directors of the Association, or any other
 243 person authorized by it, or the building superintendent or managing agent, shall have the right to enter
 244 such Private Dwelling for the purpose of remedying or abating the cause of such emergency, and such
 245 right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner
 246 of each Private Dwelling, if required by the Association, shall deposit under the control of the
 247 Association, a key to such Private Dwelling.

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249 XVII. RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

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251 Whenever it is necessary to enter any Private Dwelling for the purpose of performing any maintenance,
 252 alteration or repair to any portion of the Common Property, or to go upon any Limited Common
 253 Property for such purpose, the owner of each Private Dwelling shall permit other owners or their
 254 representatives, or the duly constituted and authorized agent of the Association, to enter such Private
 255 Dwelling, or to go upon the Limited Common Property constituting an appurtenance to any such Private
 256 Dwelling, for such purpose, provided that such entry shall be made only at reasonable advance notice.

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258 XVIII. LIMITATION UPON RIGHT OF OWNERS TO ALTER AND MODIFY PRIVATE DWELLINGS

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260 No owner of a Private Dwelling shall permit to be made any structural modification or alterations in such
 261 Private Dwelling without first obtaining the written consent of Association, which consent may be
 262 withheld in the event that a majority of the Board of Directors of said corporation determine, in their
 263 sole discretion, that such structural modifications or alterations would affect or in any manner endanger
 264 the building in part or in its entirety. If the modification or alteration desired by the owner of any Private
 265 Dwelling involves the removal of any permanent interior partition, Association shall have the right to
 266 permit such removal so long as the permanent interior partition to be removed is not a load bearing
 267 partition and so long as the removal thereof would in no manner affect or interfere with the provisions
 268 of utility services constituting Common Property located therein. No owner shall cause any
 269 improvements or changes to be made on the exterior of the building, including painting or other
 270 decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units,
 271 which may protrude through the walls or roof of the building, or in any manner change the appearance
 272 of any portion of the building not within the walls of such Private Dwelling, without the written consent
 273 of the Association being first had and obtained.

274

275 XIX. RIGHT OF ASSOCIATION TO ALTER AND IMPROVE PROPERTY AND ASSESSMENT THEREFOR

276

277 Association shall have the right to make or cause to be made such alterations or improvements to the
 278 Common Property which do not prejudice the rights of the owner of any Private Dwelling, provided the
 279 making of such alterations and improvements are approved by the Board of Directors of the said
 280 Association and the cost of such alterations and improvements does not exceed \$8,000.00.

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281 Improvements and alterations costing in excess of \$8,000.00 shall not be made without the approval of
 282 the membership of the Association, evidenced by the affirmative vote or at least two-thirds of the entire
 283 voting power of the membership of the Association acting at a meeting of the members duly called for
 284 such purposes. The cost of such alterations or improvements shall be assessed as common expense to
 285 be assessed and collected from all of the owners of Private Dwellings. However, where any alterations
 286 and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of
 287 a Private Dwelling or Private Dwellings requesting the same, then the cost of such alterations and
 288 improvements shall be assessed and collected solely from the owner or owners of the Private Dwelling
 289 or Private Dwellings exclusively or substantially exclusively benefited, and the assessment to be levied in
 290 such proportion as may be determined by the Board of Directors of Association.

291

XX. MAINTENANCE AND REPAIR BY OWNERS OF PRIVATE DWELLINGS

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293
 294 The owner of each Private Dwelling must promptly correct any condition which, if left uncorrected,
 295 would adversely affect the apartment building or any part thereof belonging to another Private Dwelling
 296 owner. If the building or any other Private Dwelling owner should sustain damages because of another
 297 owner failing to correct the condition within his premises, such owner shall be liable and responsible for
 298 the damages and liability which his action or non-action occasioned. The owner of each Private Dwelling
 299 shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all
 300 air conditioning and heating equipment, stoves, refrigerators, fans, or other appliances or equipment,
 301 including any fixtures and/or their connections required to provide water, light, power, telephone,
 302 sewage and sanitary service to his Private dwelling and which may now or hereafter be situated in his
 303 Private Dwelling. Such owner shall further be responsible and liable for maintenance, repair and
 304 replacement of any and all interior wall, ceiling and floor interior surfaces, painting, decorating and
 305 furnishings, and all other accessories which such owner may desire to place or maintain in his Private
 306 Dwelling. Wherever the maintenance, repair and replacement of any items for which the owner of a
 307 Private Dwelling is obligated to maintain, repair or replace at his own expense is occasioned by any loss
 308 or damage which may be covered by any insurance maintained in force by Association, the proceeds of
 309 the insurance received by Association, or the Insurance Trust hereinafter designated, shall be used for
 310 the purpose of making such maintenance, repair or replacement, except that the owner of such Private
 311 Dwelling shall be, in said instance, required to pay such portion of the costs of such maintenance, repair
 312 and replacement as shall, by reason of the applicability of any deductibility provision of such insurance,
 313 exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

314

XXI. MAINTENANCE AND REPAIR OF COMMON PROPERTY
 AND LIMITED COMMON PROPERTY BY ASSOCIATION

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 317
 318 The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all
 319 of the Common Property and Limited Common Property, including those portions thereof which
 320 contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities
 321 located in the Common Property and the Limited Common Property for the furnishing of utility services
 322 to the Private Dwellings and said Common Property and Limited Common Property, and should any
 323 incidental damage be caused to any Private Dwelling by virtue of any work which may be done or caused
 324 to be done by Association in the maintenance, repair or replacement of any Common Property, the said
 325 Association shall, at its expense, repair such incidental damage.

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327

328 XXII. LIMITED COMMON PROPERTY

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 330 Upon his acquiring a fee simple title interest in and to a Private Dwelling, each owner shall be assigned a
 331 parking space. The said parking space is designated as Limited Common Property, with respect to such
 332 Limited Common Property (parking space), the owner of the Private Dwelling being assigned the parking
 333 space shall have the exclusive right to use the same; and such exclusive right shall become an
 334 appurtenance to said Private Dwelling and shall be encumbered by or subject to any mortgage then or
 335 thereafter encumbering said Private Dwelling; and upon the conveyance or passing of title to the Private
 336 Dwelling to which said Limited Property is appurtenant, such exclusive right shall pass as an
 337 appurtenance thereto in the same manner as the undivided interest in the Common Property
 338 appurtenant to such Private Dwelling passes. No conveyance, encumbrance or passing of title in any
 339 manner whatsoever to any exclusive right to use a parking space constituting Limited Common Property
 340 may be made or accomplished separately from the conveyance, encumbrance or passing of title to the
 341 Private Dwelling to which it is appurtenant, except that such exclusive right may be separately assigned,
 342 transferred or conveyed to the Association, provided that as a condition precedent to the conveyance,
 343 assignment or transfer to the Association of said exclusive right, the same shall be released from any
 344 mortgage, lien or encumbrance encumbering the Private Dwelling from which such appurtenance is
 345 being severed by conveyance, assignment or transfer. Whenever the Association shall become the
 346 owner of the exclusive right to use any parking space constituting Limited Common Property, the
 347 acquisition of which such exclusive right shall be by instrument executed with the formality of a deed,
 348 such exclusive right may be thereafter by instrument executed in such formality assigned by the
 349 Association to any Private Dwelling to the same force and effect as if originally assigned thereto by the
 350 Association. However, while the Association shall be the owner of the exclusive right to use any parking
 351 space constituting Limited Common Property, the same shall be treated by the Association just as
 352 though said parking space constituted a part of the Common Property instead of the Limited Common
 353 Property. No separate charge shall be made by the Association for the use of the parking space.

354
 355 XXIII. LIABILITY FOR LOSS INSURANCE

356
 357 Risk of loss of or damage to any furniture, furnishings, personal effects and other personal property
 358 (other than such furniture, furnishings and personal property constituting of the Common Property)
 359 belonging to or carried on the premises of each Private Dwelling, or which may be stored in any Private
 360 Dwelling, or in, to or upon Common Property or Limited Common Property, shall be borne by the owner
 361 of each such Private Dwelling. The owner of a Private Dwelling shall have no personal liability for any
 362 damages caused by the Association or in connection with the use of the Common Property or Limited
 363 Common Property. The owner of a Private Dwelling shall be liable for injuries or damages resulting from
 364 an accident in his own Private Dwelling to the same extent and degree that the owner of a house would
 365 be liable for an accident occurring within the house. The owner of each Private Dwelling may, at his own
 366 expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects
 367 and other personal property belonging to such owner and may, at his own expense and option, obtain
 368 insurance coverage against personal liability for injury to the person or property of another while within
 369 such owner's Private Dwelling or upon the Common Property or Limited Common Property.

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 371 XXIV. INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION

372
 373 A. LIABILITY INSURANCE: The Board of Directors of the Association shall obtain liability insurance in
 374 such amounts as the Board of Directors may determine from time to time for the purpose of

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375 providing liability insurance coverage for the common elements of this condominium. The Board of
376 Directors shall collect and enforce the payment of a share of the premium for such insurance from
377 each unit owner as an assessment in accordance with the percentages set forth in Exhibit "C" herein
378 attached, of this Declaration. Each individual unit owner shall be responsible for the purchasing of
379 liability insurance for accidents occurring in his own unit. In accordance with the provisions of the
380 Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for
381 which he is assessed from time to time in accordance with the Condominium Act, this Declaration
382 and the By-Laws. The owner of a unit shall have no personal liability for any damages caused by the
383 Association on or in connection with the use of the common elements. A unit owner shall be liable
384 for injuries or damages resulting from an accident in his own unit to the same extent and degree that
385 the owner of a house would be liable for an accident occurring within the house.

386
387 **B. CASUALTY INSURANCE:**

388
389 1. Purchase of Insurance: The Board of Directors shall keep insured the condominium
390 property, including the entire building erected upon the condominium land, all fixtures and
391 personal property appurtenant thereto, and all units contained therein, in and for the interest of
392 the Association, all unit owners and their mortgagees as their interests may appear, in an
393 amount which shall be equal to the maximum insurable replacement value as determined
394 annually by the insurance carrier, against (a) loss or damage by fire and hazards covered by a
395 standard coverage endorsement, and (b) such other risks of a similar or dissimilar nature as are
396 customarily covered with respect to buildings similar in construction, location and use to the
397 building erected upon the condominium land.

398
399 2. Assured and Loss Payable: All casualty insurance policies purchased by the Association
400 hereunder shall be for the benefit of the Association, all unit owners and their mortgagees as
401 their interests may appear, and shall provide that all proceeds covering casualty losses shall be
402 paid to First National Bank, as Trustee, of Fort Walton Beach, Florida 32548, as may be
403 designated by the Board of Directors of the Association and approved by a majority of the
404 mortgagees of the units in the Condominium property (the term "majority" meaning the holders
405 of debts secured by first mortgages, the unpaid balance of which is more than one-half the
406 unpaid principal balance of all first mortgages on said units). Said Trustee is herein referred to
407 as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of
408 premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds.
409 The Insurance Trustee shall be responsible only for monies which come into its possession and
410 only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee
411 shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the
412 terms of the Trust Agreement between the Association and the Insurance Trustee, which shall
413 not be inconsistent with any of the provisions herein set forth.

414
415 3. Payment of Premium: Trustee's Expenses and Collection: The Board of Directors shall
416 collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance
417 Trustee as a part of the common expenses for which assessments are levied. Each unit owner
418 shall pay and be responsible for casualty insurance premiums and all fees and expenses of the
419 Insurance Trustee in the same manner as all other assessments.

420

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421 4. Mandatory Repair: Unless there occurs substantial damage to or destruction of all or a
422 substantial part of the condominium property, as hereinafter defined, and subject to the
423 provisions hereinafter provided, the Association and the unit owners shall repair, replace and
424 rebuild the damage caused by casualty loss and pay the costs of the same in full. The Association
425 shall levy assessments in the event insurance proceeds are insufficient for the purpose of
426 repairing, replacing and rebuilding the damage caused by casualty loss.

427
428 5. Determination of Damage and Use of Proceeds:

429
430 a. Immediately after a casualty causing damage to any part of the Condominium property,
431 the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to
432 repair and replace the damaged property to a condition as good as the condition that
433 existed prior to the casualty loss; provided, however, that if a casualty causing damage is
434 limited to a single unit, then it shall be the responsibility of that unit owner to obtain
435 estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are
436 insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors
437 shall promptly, upon determination of deficiency, levy a special assessment against all unit
438 owners for that portion of the deficiency related to common elements and limited common
439 elements, in accordance with the percentages set forth in Exhibit "C" of this Declaration,
440 and against the individual unit owners for that portion of the deficiency related to individual
441 damaged units; provided, however, that if, in the opinion of the Board of Directors, it is
442 impossible to accurately and adequately determine the portion of the deficiency relating to
443 individual damaged units, the Board of Directors shall levy the special assessment for the
444 total deficiency against each of the unit owners according to the percentages set forth in
445 Exhibit "C" of this Declaration.

446
447 b. Unless there occurs substantial damage to or destruction of all or a substantial portion
448 of the Condominium property, and the unit owners elect not to rebuild and repair as
449 provided in paragraph 6 below, the Insurance Trustee shall use the net proceeds and the
450 funds collected by the Board of Directors from the assessment hereinabove set forth to
451 repair and replace any damage or destruction of property and shall pay any balance
452 remaining to the unit owners and their mortgagees, as their interests may appear, and the
453 proceeds of insurance and the funds collected by the Board of Directors from the
454 assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the
455 use and purposes herein provided.

456
457 6. Total Destruction: As used in this Declaration, and in any other connection of context
458 dealing with this Condominium, the term "substantial damage to or destruction of all or a
459 substantial portion of the Condominium property" shall mean that two-thirds or more of the
460 apartment units are rendered untenable by casualty loss damage. Should there occur
461 substantial damage to or destruction of all or a substantial part of the Condominium properly,
462 the Condominium project shall not be reconstructed unless two-thirds of the unit owners shall
463 agree thereto in writing within sixty (60) days after the casualty loss or damage occurs. In the
464 event such reconstruction is not approved as aforesaid, the Insurance Trustee is authorized to
465 pay proceeds of the insurance to the unit owners and their mortgagees as their interests may
466 appear, and the Condominium property shall be removed from the provisions of the
467 Condominium Act with the results provided for by Section 16 of the Condominium Act. The

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468 determination not to reconstruct after casualty shall be evidenced by a certificate signed by one
 469 of the officers of the Association, stating that the said sixty-day period has elapsed and that the
 470 Association has not received the necessary writings from two-thirds of the unit owners.

471
 472 7. Association as Agent: The Association is hereby irrevocably appointed agent for each unit
 473 owner to adjust all claims arising under insurance policies purchased by the Association.

474
 475 8. Approval of Mortgagee: The insurance agency and insurance company shall be subject to an
 476 institutional lender which may be the mortgagee of an individual unit and which, at the time for
 477 approval, is the owner and holder of the oldest unsatisfied mortgage upon a unit in the
 478 condominium, held by such an institution. Such approval may be obtained by directing to the
 479 mortgagee having the right of approval a request in writing for approval or disapproval within
 480 ten (10) days after the receipt of the request; and if a response from the mortgagee is not
 481 received within such ten day period, the request shall be deemed to be approved. An approval
 482 shall not be unreasonably withheld or denied.

483
 484 9. Copy Furnished: One copy of each insurance policy and all endorsements thereon shall be
 485 furnished by the Association to each mortgagee. Such copies shall be furnished not less than ten
 486 (10) days prior to the expiration of expiring policies.

487
 488 10. Payment of Premium: Premiums upon insurance policies purchased by the Association shall
 489 be paid by the Association as a common expense. Not less than ten (10) days prior to the date
 490 when a premium is due, evidence of such payment shall be furnished by the Association to each
 491 mortgagee.

492
 493 11. Miscellaneous: Certain provisions in this paragraph XXIV entitled 'Insurance' are for the
 494 benefit of mortgagees of condominium units, and all of such provisions are covenants for the
 495 benefit of any mortgagee of a unit and may be enforced by such mortgagee.

496
 497 XXV. APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED
 498 AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

499
 500 In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any
 501 Tax or Special Assessment against the Condominium, as a whole, as opposed to levying and assessing
 502 such Tax or Special Assessment against each Private Dwelling and its appurtenant undivided interest in
 503 Common Property as now provided by law, then such Tax or Special Assessment so levied shall be paid
 504 as a common expense by Association, and any Taxes or Special Assessments which are to be levied shall
 505 be included, wherever possible, in the estimated Annual Budget of Association, or shall be separately
 506 levied and collected as an assessment by Association against all of the owners of all Private Dwellings
 507 and said Private Dwellings, if not included in said annual budget.

508
 509 The amount of any Tax or special Assessment paid or to be paid by Association in the event that such
 510 Tax or Special Assessment is levied against the Condominium, as a whole, instead of against each
 511 separate Private Dwelling and its appurtenant undivided interest in Common Property, shall be
 512 apportioned among the owners of all Private Dwellings so that the amount of such Tax or Special
 513 Assessment so paid or to be paid by Association and attributable to and to be paid by the owner or
 514 owners of each Private Dwelling shall be that portion of such total tax or special assessment which bears

515 the same ratio to said total tax or special assessment as the undivided interest in Common Property
516 appurtenant to each Private Dwelling bears to the total undivided interest in Common Property
517 appurtenant to all Private Dwellings. In the event that any Tax or Special Assessment shall be levied
518 against the Condominium in its entirety, without apportionment by the taxing authority to the Private
519 Dwellings and appurtenant undivided interests in Common Property, then the assessment by
520 Association, which shall include the proportionate share of such tax or special assessment attributable
521 to each Private Dwelling and its appurtenant undivided interest in Common Property, shall separately
522 specify and identify the amount of such assessment attributable to such tax or special assessment, and
523 the amount of such tax or special assessment so designated shall be and constitute a lien prior to all
524 mortgages and encumbrances upon any Private Dwelling and its appurtenant undivided interest in
525 Common Property, regardless of the date of the attachment and/or recording of such mortgage or
526 encumbrance, to the same extent as though such tax or special assessment had been separately levied
527 by the taxing authority upon each Private Dwelling and its appurtenant undivided interest in Common
528 Property.

529
530 All personal property taxes levied or assessed against personal property owned by the Association shall
531 be paid by said Association and shall be included as a common expense in the annual budget of the
532 Association In apportionment of any tax or special assessment in accordance with the provisions of this
533 article, such apportionment shall be made without regard to the existence of any exclusive right to use a
534 parking space constituting Limited Common Property which may be an appurtenance to any Private
535 Dwelling.

536

537 XXVI. TRANSFER OF PRIVATE DWELLINGS

538

539 The Association members are cognizant of the fact that the close proximity of the apartments and the
540 mutual sharing of the Common Property and recreational areas can create social problems if the owners
541 and occupants of the facilities are not compatible. With this knowledge and understanding, each party
542 who purchase a Private Dwelling is screened and investigated to insure to the extent possible that he or
543 they are of good character, habit and morals, and that they would be generally desirable as occupants,
544 users and neighbors in a condominium apartment house project. It is the desire of the Association
545 members that the same investigative and screening process be used and employed to keep and
546 maintain these same basic standards with respect to the admission of new members of the
547 condominium project. With this background and for these reasons, no sale of any Private Dwelling may
548 be made except in compliance with these provisions.

549

550 No sale of any Private Dwellings shall be made, nor shall any such attempted sale be valid unless the
551 Association's prior written approval of sale or transfer shall have been first obtained.

552

553 Prior to the sale of any Private Dwelling, the owner of said Private Dwelling shall notify the Board of
554 Directors of the Association, in writing, of the name and address of the person to whom the proposed
555 sale is to be made, and such other information as may be required by the Board of Directors of the
556 Association. Within five (5) days, any one of three (3) members of the Board of Directors, appointed
557 specifically for the purpose by the President of the Association shall either approve or disapprove of a
558 proposed sale, in writing, and shall notify the owner of his decision. In the event the committee fails to
559 act or disapproves of the proposed sale, and if the member still desires to so transfer, he shall, thirty
560 (30) days before such transfer, give written notice to the Secretary of the Association of his intention to
561 sell on a certain date, and the bona fide price and other terms thereof, and the association, through one

562 of its officers, shall promptly notify the members of the date, price and terms. Members shall have the
563 first right over non-members to accept such sale at the bona fide price and on the terms contained in
564 the notice, provided they so notify the Secretary of the Association in writing of acceptance at least ten
565 (10) days before the date of the intended transfer, which information the Association shall promptly
566 forward to the owner.

567
568 In the event the member giving notice receives acceptance from more than one member, preference
569 shall first be given to the members owning a unit horizontally contiguous to the unit being transferred
570 but if all other conditions are equal, it shall be discretionary with the member giving notice to
571 consummate the sale with whichever of the accepting members he chooses, and nothing hereinabove
572 shall be construed as precluding a group of members from purchasing a unit. In the event the member
573 giving notice receives no written notice from any member accepting his price and terms of the proposed
574 sale on or before ten (10) days before the day given in the notice as the day of the transfer, then that
575 member may complete the sale within a reasonable time after such day at the price or terms given in his
576 notice, but at no other price or terms without repeating the procedure outlined above. In the event a
577 member makes a sale without first complying with the terms hereof, any other member shall have the
578 right to redeem from the grantee, subject to termination, according to the provisions hereof. The
579 member's or members' redemption rights shall be exercised by the member or members reimbursing
580 the grantee for the monies expended and immediately after such reimbursement said grantee shall
581 convey all of his right, title and interest to the member or members making the redemption.

582
583 An affidavit of the Secretary of the Association stating that the sale of the Private Dwelling to certain
584 persons was approved in all respects on a certain date, shall be conclusive evidence of such facts and
585 after the date of approval as stated in the affidavit, the redemption rights afforded the members shall
586 terminate.

587
588 An affidavit of the Secretary of the Association stating that the Board of Directors was given proper
589 notice on a certain date of a proposed sale, and that the approval committee disapproved or failed to
590 act on such proposed sale, and that thereafter all provisions hereof which constitute conditions
591 precedent to a subsequent sale of a Private Dwelling have been complied with and that the sale of a
592 particular Private Dwelling to particularly named persons does not violate the provisions hereof, shall be
593 conclusive evidence of such facts for the purpose of determining status of those persons title to the
594 Private Dwelling transferred. Such affidavit shall not be evidence of the fact that the subsequent transfer
595 to such persons was made at the price, terms and date stated in the notice given to the secretary, but
596 one hundred fifty (150) days after date of the notice to the Board of Directors as stated in the affidavit,
597 the redemption rights herein afforded the members shall terminate.

598
599 Notwithstanding anything to the contrary herein, the provisions in this section shall in no way be
600 construed as affecting the rights of an institutional first mortgagee with a recorded institutional first
601 mortgage on any Private Dwelling in that the redemption rights as set forth herein shall remain
602 subordinate to any such institutional first mortgage. Notwithstanding anything to the contrary herein,
603 the provisions of the entire Section XXVI shall not be applicable to purchases at foreclosure or other
604 judicial sales, to transfers to or from institutional first mortgage transfers from or to the Developer, nor
605 corporate grantee of all property in this condominium, which said grantee shall be considered as
606 Developer as hereinabove set out; nor transfers wherein an officer of the development corporation acts
607 as agent, or if said Corporation shall be legally dissolved, wherein any one of the developers or a
608 member of the last Board of Directors, their administrators or assigns, is acting as agent. The Developer

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609 and institutional first mortgagees shall have the right to transact any business necessary to consummate
610 sales of condominium parcels, including but not limited to, the right to maintain models, have signs
611 identifying the condominium property and advertising the sale of condominium parcels, have employees
612 in the offices, models and utility building, and other Common Property, and use the common elements,
613 and to show units. Sales office furnishings, the furniture and furnishings in the model unit, signs, and
614 items pertaining to sales, shall not be considered common elements and shall remain the property of
615 the Developer. Further the Developer and its employees shall have the right to exclusive possession of
616 any sales office until such time as all condominium parcels have been sold.

617
618 The provisions of this Section XXVI shall not apply to transfers by a unit owner to any member of his
619 immediate family (viz, spouse, children or parents). An owner of a Private Dwelling may not transfer his
620 interest in said Unit to a purchaser without simultaneously transferring his undivided interest in the
621 Common Property and limited Common Property of said purchaser.

622
623 The purpose of the covenants in this section is to maintain a congenial residential community, and this
624 covenant shall exist until this Declaration is modified or until the condominium project is terminated as
625 hereinafter provided.

626
627 No unit owner may mortgage his unit or any interest therein without the approval of the Association
628 except to a bank, life insurance company, real estate investment trust, federal savings and loan
629 association or mortgage banking corporation. The approval of any other mortgage may be arbitrarily
630 withheld. This provision shall not be construed so as to prevent the Developer from accepting a
631 purchase money mortgage as a part of the purchase price of a unit nor prevent a unit owner from
632 accepting a purchase money mortgage from an approved purchaser.

633
634 XXVII. ASSOCIATION TO MAINTAIN REGISTRY OF OWNERS AND MORTGAGES

635
636 Association shall at all times maintain a Register setting forth the names of the owners of all of the
637 Private Dwellings, and in the event of the sale or transfer of any Private Dwelling to a third party, the
638 purchaser or transferee shall notify Association in writing of his interest in such Private Dwelling,
639 together with such recording information as shall be pertinent to identify the instrument by such
640 purchaser or transferee has acquired his interest in any Private Dwelling. Further, the owner of each
641 Private Dwelling shall at all times notify Association of the names of the parties holding any mortgage or
642 mortgages on any Private Dwelling and the recording information which shall be pertinent to identify
643 the mortgage or mortgages. The holder of any mortgage or mortgages upon any Private Dwelling may,
644 if they so desire, notify Association of the existence of any mortgage or mortgages hold by such party on
645 any Private Dwelling, and upon receipt of such notice, Association shall register in its records all
646 pertinent information pertaining to the same.

647
648 XXVIII. ASSESSMENT, LIABILITY, LIEN AND ENFORCEMENT

649
650 Association is given the authority to administer the operation and management of the Condominium. To
651 properly administer the operation and management of the project, Association will incur, for the mutual
652 benefit of all of the owners of Private Dwellings, costs and expenses which will be continuing or non-
653 recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as
654 "common expenses." In furtherance of the grant of authority to Association to make, levy and collect

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655 assessments to pay the costs of the common expenses, the following provisions shall be operative and
656 binding upon the owners of all Private Dwellings, to-wit:
657

658 A. All assessments levied against the owners of Private Dwellings and said Private Dwellings shall
659 be uniform and, unless specifically otherwise provided for in this Declaration of Condominium, the
660 assessments made by Association shall be in such proportion that the amount of assessment levied
661 against each owner of a Private Dwelling and his Private Dwelling shall bear the same ratio to the
662 total assessment made against all owners of Private Dwellings and their Private Dwellings as does the
663 undivided interest in Common Property appurtenant to each Private Dwelling bear to the total
664 undivided interest in Common Property appurtenant to all Private Dwellings, without increase or
665 diminution for the existence of any exclusive right to use a parking space constituting Limited
666 Common Property which may be an appurtenance to any Private Dwelling. Should Association be the
667 owner of any Private Dwelling or Private Dwellings, the assessment which would otherwise be due
668 and payable to Association by the owner of such Private Dwelling or Private Dwellings, reduced by
669 the amount of income which may be derived from the leasing of such Private Dwelling or Private
670 Dwellings by Association, shall be apportioned and assessment therefore levied ratably among the
671 owners of all Private Dwellings which are not owned by Association, based upon their proportionate
672 interests in the Common Property exclusive of the interests therein appurtenant to any Private
673 Dwelling or Private Dwellings owned by Association.
674

675 B. The assessment levied against the owner of each Private Dwelling and his Private Dwelling shall
676 be payable in such installments and at such times as may be determined by the Board of Directors of
677 Association.
678

679 C. The Board of Directors of Association shall establish an annual budget in advance for such fiscal
680 year which shall correspond to the calendar year, and such budget shall project all expenses for the
681 forthcoming year which may be required for the proper operation, management, and maintenance of
682 the Condominium, including a reasonable allowance for contingencies and reserves, such budget to
683 take into account projected anticipated income which is to be applied in reduction of the amounts
684 required to be collected as an assessment each year. Upon adoption of such annual budget by the
685 Board of Directors of Association, copies of said budget shall be delivered to each owner of a Private
686 Dwelling and the assessment for said year shall be established based upon said budget, although the
687 delivery of a copy of said budget to each owner shall not affect the liability of any owner for such
688 assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board
689 of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of
690 operation and management of the Condominium, or in the event of emergencies, said Board of
691 Directors shall have the authority to levy such additional assessment or assessments, as it shall deem
692 to be necessary.
693

694 D. The Board of Directors of Association, in establishing said annual budget for operation,
695 management and maintenance of the project, shall include therein a sum to be collected and
696 maintained as a reserve fund for replacement of Common Property and Limited Common Property,
697 which reserve fund shall be for the purpose of enabling Association to replace structural elements
698 and mechanical equipment constituting a part of the Common Property and Limited Common
699 Property, as well as the replacement of personal property which may constitute a portion of the
700 Common Property held for the joint use and benefit of all of the owners of all Private Dwellings. The
701 amount to be allocated to such reserve fund for replacements shall be established by said Board of

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702 Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need
703 for replacement of said Common Property and Limited Common Property. The amount collected and
704 allocated to the Reserve Fund for Replacements from time to time shall be maintained in a separate
705 account by Association although nothing herein contained shall limit Association from applying any
706 monies in such Reserve Fund for replacements to meet other needs or requirements of Association in
707 operating or managing the Project in the event of emergencies, or in the event that the sums
708 collected from the owners of Private Dwellings are insufficient to meet the then fiscal financial
709 requirements of Association, but it shall not be a requirement that these monies be used for such
710 latter purposes as a separate assessment may be levied therefore if deemed to be preferable by the
711 Board of Directors of Association in the sole discretion of said Board of Directors.
712

713 E. The Board of Directors of Association, in establishing said annual budget for operation,
714 management and maintenance of the project, may include therein a sum to be collected and
715 maintained as a general operating reserve which shall be used to provide a measure of financial
716 stability during periods of special stress when such sums may be used to meet deficiency from time
717 to time existing as a result of delinquent payment of assessments by owners of Private Dwellings as a
718 result of emergencies or for other reason placing financial stress upon the Corporation. The annual
719 amount allocated to such operating reserve and collected therefore shall be determined by the Board
720 of Directors. In no event shall surplus or excess sums be construed as income to the Association, but
721 will be a liability of the Association in favor of the Private Dwelling owners in direct proportion to
722 their percentage of interest in the Common Property.
723

724 F. All monies collected by Association shall be treated as the separate property of the said
725 Association, and such monies may be applied by the said Association to the payment of any expense
726 of operating and managing the Condominium, or to the proper undertaking of all acts and duties
727 imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and
728 By-Laws of said corporation, and as the monies for an assessment are paid unto Association by any
729 owner of a Private Dwelling, the same may be co-mingled with the monies paid to the said
730 Association by the other owners of Private Dwellings. Although all funds and other assets of
731 Association, and any increments thereto or profits derived therefrom, or from the leasing or use of
732 Common Property, shall be held for the benefit of the members of Association, no member of said
733 Corporation shall have the right to assign, hypothecate, pledge or in any manner transfer his
734 membership interest therein, except as an appurtenance to his private dwelling when the owner of a
735 Private Dwelling shall cease to be a member of Association by reason of the divestment of this
736 ownership of such Private Dwelling, by whatever means, Association shall not be required to account
737 to such owner for any share of the funds or assets of Association, or which may have been paid to
738 said Association by such owner, as all monies which any owner has paid to Association shall be and
739 constitute an asset of said corporation which may be used in the operation and management of the
740 Condominium.
741

742 G. The payment of any assessment or installment thereof due to Association shall be in default if
743 such assessment, or any installment thereof, is not paid unto Association, on or before the due date
744 for such payment when in default, the Association shall bear interest at the rate of ten (10%) percent
745 per annum until such delinquent assessment or installment thereof and all interest due thereon has
746 been paid in full to Association.
747

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748 H. The owner or owners of each Private Dwelling shall be personally liable, jointly and severally, as
749 the case may delinquent assessment or delinquent installment thereof due to be, to Association for
750 the payment of all assessments, regular or special which may be levied by Association and are
751 attributable to said owner or owners condominium parcel while such party or parties are owner or
752 owners of a Private Dwelling in the Condominium. In the event that any owner or owners are in
753 default in payment of any assessment or installment thereof owing to Association, such owner or
754 owners of any Private Dwelling shall be personally liable, jointly and severally, for interest on such
755 delinquent assessment or installment thereof as above provided, and for all costs of collection such
756 assessment or installment thereof and interest thereon, including a reasonable attorney's fee,
757 whether suit be brought or not.

758
759 I. No owner of a Private Dwelling may exempt himself from liability for any assessment levied
760 against such owner and his Private Dwelling by waiver of the use or enjoyment of any of the Common
761 Property, or by abandonment of the Private Dwelling, or in any other manner.

762
763 J. Recognizing that the necessity for providing proper operation and management of the project
764 entails the continuing payment of costs and expenses therefore, which results in benefit to all of the
765 owners of Private Dwelling, and that the payment of such common expense represented by the
766 assessments levied and collected by Association is necessary in order to preserve and protect the
767 investment of the owner of each Private Dwelling; the Association is hereby granted a lien subject to
768 provisions of paragraph K below upon such Private Dwelling and its appurtenant undivided interest in
769 Common Property and, if applicable, upon such exclusive right to use a parking space constituting
770 Limited Common Property which may be an appurtenance to any such Private Dwelling, which lien
771 shall secure and does secure the monies due for all assessments now or hereafter levied against the
772 owner of each Private Dwelling, which lien shall also secure interest, if any, which may be due on the
773 amount of any delinquent assessments owing to Association, and which lien shall also secure all costs
774 and expenses, including a reasonable attorney's fee, which may be incurred by Association in
775 enforcing this lien upon said Private Dwelling and its appurtenant undivided interest in the Common
776 Property and Limited Common Property. The lien granted to Association may be foreclosed in the
777 same manner as real estate mortgages may be foreclosed in the State of Florida; and in any suit for
778 the foreclosure of said lien, the Association shall be entitled to rental from the owner of any Private
779 Dwelling from the date on which the payment of any assessment or installment thereof became
780 delinquent and shall be entitled to the appointment of a receiver for said Private Dwelling, without
781 notice to the owner of such Private Dwelling. The rental required to be paid shall be equal to the
782 rental charged on comparable type of dwelling units. The lien granted to the Association shall further
783 secure such advances for taxes, and payments on account of superior mortgages, liens or
784 encumbrances which may be required to be advanced by the Association in order to preserve and
785 protect its lien, and the Association shall further be entitled to interest at the rate of ten (10%)
786 percent per annum on any such advances made for such purpose.

787
788 K. The lien herein granted unto Association shall be effective from and after the time of recording
789 in the public records of Okaloosa County, Florida, a claim of lien stating the description of the Private
790 Dwelling encumbered thereby, the name of the record owner, the amount due and the date when
791 due, and the lien shall continue in effect until all sums secured by said lien, as herein provided shall
792 have been fully paid. Such claims of lien shall include only assessments which are due and payable
793 when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and
794 prior encumbrances and interest thereon, all as above provided. Such claim of lien shall be signed

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795 and verified by an officer or agent of the Association. Upon full payment of all sums secured by such
796 claim of lien, the same shall be satisfied of record. The claim of lien filed by the Association shall be
797 subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of
798 the Association's claim of lien. In the event that any person, firm or corporation shall acquire Title to
799 any Private Dwelling, and its appurtenant undivided interest in Common Property by virtue of any
800 foreclosure or judicial sale or through voluntary conveyance in lieu of foreclosure and judicial sale,
801 such persons, firm or corporation so acquiring title shall only be liable and obligated for assessments
802 as shall accrue and become due and payable for said Private Dwelling and its appurtenant undivided
803 interest in Common Property subsequent to the date of acquisition of such title, and shall not be
804 liable for the payment of any assessments which were in default and delinquent at the time it
805 acquired such title. In the event of the acquisition of title to a Private Dwelling by foreclosure or
806 judicial sale, or through voluntary conveyance in lieu of foreclosure and judicial sale, any assessment
807 or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid
808 by all owners of all Private Dwellings as a part of the common expense, although nothing herein
809 contained shall be construed as releasing the party liable for such delinquent assessment from the
810 payment thereof or the enforcement of collection of such payment by Means other than foreclosure.
811

812 L. The Condominium Association may acquire and enter into agreements from time to time
813 whereby it acquires leaseholds, memberships and other possessory or use interests in lands or
814 facilities including but not limited to country clubs, golf courses, marinas and other recreational
815 facilities whether or not contiguous to the lands of the Condominium, intended to provide for the
816 enjoyment, recreation and other use of benefit of the unit owners. The expense of rental,
817 membership fees, operations, replacements and other undertakings in connection therewith shall be
818 common expenses together with all other expenses and costs herein or by law defined as common
819 expenses. So long as the Association shall be subject to the provisions, covenants, conditions or
820 promises contained in any lease or other undertaking entered into under the authority of this
821 paragraph L, then this paragraph L may not be modified, amended or changed in any regard without
822 the consent in writing of the Lessor therein, or the equivalent party, if he be not properly
823 denominated "lessor" which consent shall be evidenced by said lessor or equivalent party joining in
824 the execution of the certificate of amendment, with the formalities required for deeds.
825

826 M. Whenever any Private Dwelling may be leased, sold or mortgaged by the owner thereof, which
827 lease or sale shall be concluded only upon compliance with other provisions of this Declaration of
828 condominium, Association, upon written request of the owner of such Private Dwelling, shall furnish
829 to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any
830 assessment which shall be due and payable to Association by the owner of such Private Dwelling.
831 Such statement shall be executed by any officer of the Corporation and any lessee, purchaser or
832 mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage
833 transaction, and Association shall be bound by such statement.
834

835 In the event that a Private Dwelling is to be leased, sold or mortgaged at the time when payment of
836 any assessment against the owner of said Private Dwelling and such Private Dwelling due to
837 Association shall be in default (whether or not a claim of lien has been recorded by the Association),
838 then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the lessee,
839 purchaser or mortgagee first to payment of any then delinquent assessment or installments thereof
840 due to Association before the payment of any rent, proceeds of purchase or mortgage proceeds to
841 the owner of any Private Dwelling who is responsible for payment of such delinquent assessment.

842 In any voluntary conveyance of a Private Dwelling, the grantee, except as provided in paragraph K
843 above, shall be jointly and severally liable with the grantor for all unpaid assessments against grantor
844 made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee
845 to recover from the grantor the amounts paid by the grantee therefore.

846
847 Institution of a suit at law to attempt to effect collection of the payment of any delinquent
848 assessment shall not be deemed to be an election by Association which shall prevent its thereafter
849 seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall
850 proceeding by foreclosure to attempt to effect such collection be deemed to be an election
851 precluding the institution of suit at law to attempt to effect collection of any sums then remaining
852 due to it.

853
854 XXIX. TERMINATION
855

856 If this Declaration of Condominium and the plan of Condominium ownership established herein is to
857 be terminated, then a Certificate of Resolution of the Board of Directors of Association to said effect
858 and notice of the cancellation and termination hereof shall be executed by the President and
859 Secretary of Association in a recordable form, and such instrument shall be recorded in the public
860 records of Okaloosa County, Florida. Upon termination of this Declaration of condominium and the
861 Plan of Condominium Ownership established herein, all of the owners of Private Dwellings shall be
862 and become tenants in common as to the ownership of the Condominium property herein described,
863 and any then remaining improvements thereon, the undivided interest in such property and
864 remaining improvements held by the owner or owners of each Private Dwelling to be the same as the
865 undivided interest in Common Property which was formerly appurtenant to such Private Dwelling
866 and the lien of any mortgage or other encumbrance upon each Private Dwelling shall attach, in the
867 same order of priority, to the percentage of undivided interest of the owner of a Private Dwelling in
868 the property and then remaining improvements as above provided. Upon termination of this
869 Declaration of Condominium and the Plan of Condominium Ownership established herein, the
870 Insurance Trustee shall distribute any insurance proceeds which may be due under any policy or
871 policies of casualty insurance to the owners of the Private Dwellings and mortgagees, as their
872 respective interests may appear, such distribution to be made to the owner or owners of each Private
873 Dwelling in accordance with their then undivided interest in the Condominium property and
874 remaining improvements as herein before provided. The assets of Association, upon termination of
875 the Plan of Condominium Ownership created hereby, shall then be distributed to all of the owner or
876 owners of each Private Dwelling and to his or their mortgagees, as their respective interests may
877 appear, in the same manner as was above provided for the distribution of any final insurance
878 proceeds.

879
880 This Declaration of Condominium and Plan of Condominium Ownership may only be terminated by
881 the unanimous consent of all of the owners of all Private Dwellings and all of the parties holding
882 mortgages, liens or other encumbrances against any of said Private Dwellings, in which event, the
883 termination of the Condominium shall be by such plan as may then be adopted by said owners and
884 parties holding any mortgages, liens or other encumbrances. Such election to terminate this
885 Declaration of Condominium and the Plan of condominium Ownership established herein shall be
886 executed in writing by all of the aforementioned parties, and such instrument or instruments shall be
887 recorded in the public records of Okaloosa County, Florida.

888

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889 In the event of the termination of the Condominium as above provided, any exclusive right to use a
890 parking space constituting Limited Common Property and which may be an appurtenance to any
891 Private Dwelling shall be automatically cancelled and terminated, and all Limited Common Property
892 shall be treated in the same manner as though the same constituted a portion of Common Property
893 as to which no exclusive rights to use the same for parking purposes ever existed.

894
895 XXX. AMENDMENT OF DECLARATION

896
897 Except for any alteration in the percentage of ownership in Common Property appurtenant to each
898 Private Dwelling, or alteration of the basis for apportionment of assessment which may be levied by
899 Association in accordance with the provisions hereto, in which said instances consent of all of the
900 owners of all Private Dwellings, their lessees and their respective mortgagees shall be required, and
901 except for any alteration, amendment and modification of the rights and privileges granted and
902 reserved hereunder in favor of CENTURY PARK WEST, INC., which said rights and privileges shall only
903 be altered, amended or modified with its express written consent, this Declaration of Condominium
904 may be amended in the following manner:

905
906 An amendment or amendments to this Declaration of Condominium may be proposed by the Board
907 of Directors of Association acting upon a vote of the majority of the directors, or by the members of
908 Association owning a majority of the Private Dwellings in the Condominium, whether meeting as
909 members or by instrument in writing by them. Upon any amendments to this Declaration of
910 Condominium being proposed by said Board of Directors or members, such proposed amendment or
911 amendments shall be transmitted to the President of the Association, or other officer of Association
912 in the absence of the President, who shall thereupon call a special meeting of the members of
913 Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by
914 him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to
915 each member written or printed notice of such special meeting, stating the time and place thereof,
916 and reciting the proposed amendment or amendments in reasonably detailed form, which notice
917 shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such
918 special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the
919 United States mail addressed to the member at his post office address as it appears on the records of
920 Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by
921 such member, waive such notice and such waiver, when filed in the records of Association, whether
922 before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to
923 such member. At such meeting, the amendment or amendments proposed must be approved by an
924 affirmative vote of the members owning not less than three-fourths of the Private Dwellings in the
925 Condominium in order for such amendment or amendments to become effective. Thereupon, such
926 amendment or amendments of this Declaration of Condominium shall be transcribed and certified by
927 the President and Secretary of Association as having been duly adopted, and the original or an
928 executed copy of such amendment or amendments so certified and executed with the same
929 formalities as a deed shall be recorded in the public records of Okaloosa County, Florida, within ten
930 (10) days from the date on which the same became effective, such amendment or amendments to
931 specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a
932 copy of said amendment or amendments in the form in which the same were placed of record by the
933 officers of Association shall be delivered to all of the owners of all Private Dwellings, but delivery of a
934 copy thereof shall not be a condition precedent to the effectiveness of such amendment or
935 amendments. At any meeting held to consider such amendment or amendments, the written vote of

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936 any member of Association shall be recognized if such member is not in attendance at such meeting
 937 or represented thereat by proxy, provided such written vote is delivered to the Secretary of
 938 Association at or prior to such meeting.

939
 940 No amendment to the Declaration of Condominium shall be effective to change any condominium
 941 parcel unless the record owner thereof and all record owners of liens thereon shall join in the
 942 execution of said amendment. No amendment of any condominium documents shall discriminate
 943 against any unit owner, group of owners or mortgagees unless the parties so affected shall consent
 944 to such amendment. Prior to the first annual meeting of the members of Association, with the
 945 written consent of any institutional mortgagees, Developer shall have the right to make changes in
 946 the Declaration of Condominium, By-Laws, Articles of Incorporation of CENTURY PARK VILLAS, INC.,
 947 any exhibits thereto, including the plat thereof, so long as such changes do not decrease the
 948 member's share of the general common elements or increase a member's percentage of the common
 949 expenses or ground rentals, or change or modify the percentage of votes which may be cast by any
 950 member, or change the location of the individual unit sold to a member, or substantially decrease the
 951 size of any unit.

952

XXXI. REMEDIES IN EVENT OF DEFAULT

953

954
 955 The owner or owners of each Private Dwelling shall be governed by and shall comply with the
 956 provisions of this Declaration of Condominium, the Articles of Incorporation, By-Laws of Association
 957 and Association Rules and Regulations, as any of the same are now constituted or as they may be
 958 amended from time to time. A default by the owner or owners of any Private Dwelling shall entitle
 959 Association or the owner or owners of other Private Dwelling or Private Dwellings to the following
 960 relief:

961

962 A. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions
 963 and regulations contained in the Articles of Incorporation, By-Laws of Association, or Association
 964 Rules and Regulations, as any of the same are now constituted, or as they may be amended from
 965 time to time shall be grounds for relief, which may include, without intending to limit the same, an
 966 action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination
 967 thereof, and which relief may be sought by Association, or, if appropriate, by an aggrieved owner of a
 968 Private Dwelling.

969

970 B. The owner or owners of each Private Dwelling shall be liable for the expense of any
 971 maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that
 972 of any member of his family, or his or their guests or lessees, but only to the extent that such
 973 expenses are not met by the proceeds of insurance carried by Association. Such liability shall include
 974 any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a
 975 Private Dwelling or its appurtenances. Nothing herein contained, however, shall be construed no as
 976 to modify any waiver by insurance companies of rights of subrogation.

977

978 C. In any proceeding arising because of an alleged default by the owner of any Private Dwelling,
 979 the Association, if successful, shall be entitled to recover the costs of the proceeding, and such
 980 reasonable attorney's fees as may be determined by the Court, but in no event shall the owner of any
 981 Private Dwelling be entitled to such attorneys fees.

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982 D. The failure of Association or of the owner of a Private Dwelling to enforce any right, provision,
983 covenant or condition which may be granted by this Declaration or other above mentioned
984 documents shall not constitute a waiver of the right of the Association or of the owner of a Private
985 Dwelling to enforce such right, provision, covenant or condition in the future.

986
987 E. All rights, remedies and privileges granted to Association or the owner or owners or a Private
988 Dwelling pursuant to any terms, provisions, covenants or conditions of this Declaration or other
989 above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more
990 shall not be deemed to constitute an election of remedies, nor shall it preclude the party, thus
991 exercising the same from exercising such other and additional rights, remedies, or privileges as may
992 be available to such party at law or in equity.

993
994 XXXII. USE OR ACQUISITION INTEREST IN THE CONDOMINIUM TO RENDER USER OR ACQUIRER
995 SUBJECT TO PROVISIONS OF DECLARATION OF CONDOMINIUM RULES & REGULATIONS
996

997 All present or future owners, tenants or any other person who might use the facilities of the
998 Condominium in any manner, are subject to the provisions of this Declaration of Condominium, the
999 Articles of Incorporation, the By-Laws and Rules and Regulations and the mere acquisition or rental
1000 of any Private, Dwelling, or the mere act of occupancy of any Private Dwelling, shall signify that the
1001 provisions of this declaration of condominium are accepted and ratified in all respects.
1002

1003 XXXIII. DEVELOPERS UNITS AND PRIVILEGES
1004

1005 A. The Developer at the time of the recording of this Declaration of Condominium, is the owner in
1006 fee simple of all of the individual condominium units together with any appurtenances thereto. The
1007 Developer is irrevocably empowered notwithstanding anything herein to the contrary, to sell, lease
1008 or rent units to any persons approved by it, including any units reacquired by the Developer. Said
1009 Developer shall have the right to transact on the condominium property any business necessary to
1010 consummate sale of units, including, but not limited to the right to maintain models, have signs,
1011 employees in the office use the common elements and to show units. A sales office, signs, and all
1012 items pertaining to sales shall not be considered common elements and remain the property of the
1013 Developer. In the event there are unsold units, the Developer retains the right to be the owner
1014 thereof, under the same terms and conditions as others save for this right to sell, rent or lease, as
1015 contained in this paragraph.
1016

1017 B. The Developer retains the right to elect a majority of the members of the Board of Directors of
1018 CENTURY PARK VILLAS, Inc., until such time as it has sold all the units in CENTURY PARK WEST, a
1019 Condominium. Said right to elect a majority of the members of the Board of Directors shall expire
1020 two (2) years from date of recording of the Declaration of Condominium.
1021

1022 C. Until such time as the Developer has sold all of the units in CENTURY PARK WEST, a
1023 Condominium, it shall be assessed on unsold units only for that part of the common expense for
1024 maintenance and operations which are in excess of the sums collected by assessments against the
1025 owners of the other units. Neither the Association, or any other owner of a unit shall be liable for
1026 paying the assessments or rentals due on any units owned by the Developer.
1027

1028 D. This Article XXXIII shall not be subject to amendment.

1029 XXXIV. SEVERABILITY
 1030
 1031 In the event that any of the terms, provisions or covenants of this Declaration of Condominium are
 1032 held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall
 1033 not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or
 1034 covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially
 1035 invalid or unenforceable.

1036 XXXV. LIBERAL CONSTRUCTION
 1037
 1038
 1039 The provisions of this Declaration of Condominium, shall be liberally construed to effectuate its
 1040 purpose of creating a uniform Plan of Condominium Ownership.

1041 XXXVI. TERMS AND DEFINITIONS
 1042
 1043
 1044 The words, Condominium, Condominium Property and Apartment Building and Apartment Building
 1045 Property have been used synonymously herein.
 1046
 1047 The words Apartment, Apartment Unit and Private Dwelling have been used synonymously herein.
 1048 CENTURY PARK VILLAS, INC., is a Florida corporation organized under Chapter 617 of the Florida
 1049 Statutes as a nonprofit corporation, and is sometimes referred to herein as Corporation or
 1050 Association.

1051
 1052 The declaror is the fee simple title holder to the real property upon which the Condominium
 1053 Apartment Building has been constructed.

1054
 1055 The declaror will transfer and convey to Association's members the fee simple title interest to each of
 1056 the Private Dwellings, subject to condition of title as reflected by the public records.

1057
 1058 The term "owner" means the person, firm or corporation, owning the fee simple title interest in any
 1059 Private Dwelling.

1060
 1061 Institutional first mortgage means a first mortgage originally executed and delivered to a bank, a
 1062 federal savings association, insurance company, mortgage company authorized to transact business
 1063 in the State of Florida, or real estate investment trust, creating a first mortgage lien on a unit
 1064 together with any other interest or undivided share in the common elements appurtenant to such
 1065 unit.

1066 XXXVII. CAPTIONS AND CHANGES
 1067
 1068
 1069 Captions or initialed changes in the Declaration of Condominium and/or the By-Laws of the
 1070 Association are used solely as a convenience and should not be regarded as a change in the meaning
 1071 of any of the text of such documents.

1072
 1073 XXXVIII. DECLARATION OF CONDOMINIUM BINDING UPON
 1074 DECLAROR, ITS SUCCESSORS AND ASSIGNS, AND SUBSEQUENT OWNERS
 1075

1076 The restrictions and burdens imposed by the covenants of the Declaration of Condominium are
1077 intended to and shall constitute an equitable servitude upon each Private Dwelling and its
1078 appurtenant undivided interest in Common Property, and this Declaration of Condominium shall be
1079 binding upon the parties hereto and their heirs, legal representatives and assigns, and upon all
1080 parties who may subsequently become owners of Private Dwellings in the Condominium, and their
1081 respective heirs, legal representatives, successors and assigns.