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DECLARATION OF CONDOMINIUM

FOR

ONE SEAGROVE PLACE

A CONDOMINIUM

REC'D
MAY 20 1985

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This 22nd day of May, 1985, SURF SIDE DEVELOPMENT COMPANY, INC., a Florida corporation duly registered in the State of Florida, hereinafter referred to as "Developer" does hereby make, declare and establish this Declaration of Condominium for ONE SEAGROVE PLACE, a condominium, pursuant to Chapter 718 of the Florida Statutes, for the purpose of submitting the land herein described and improvements constructed thereon to condominium ownership.

ARTICLE I. DEFINITION OF TERMS

The terms used herein and with the Articles of Incorporation, By-Laws and Rules and Regulations of ONE SEAGROVE PLACE OWNER'S ASSOCIATION, INC., shall have the meanings 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 apartments are subject to ownership by one or more owners, and there is appurtenant to each apartment as part hereof an undivided share in the common property.
2. Condominium Documents: Condominium documents are comprised of the Declaration of Condominium establishing ONE SEAGROVE PLACE, a 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 land 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 an apartment together with an undivided share in the common property which are appurtenant to the apartment.
6. Condominium Apartment: Condominium apartment or "apartment" and condominium unit or "unit" are the terms that we use in these condominium documents, that refer to that part of the condominium property which is subject to private ownership and said terms are used interchangeably. Excluded, however, from condominium apartments 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 the ceilings of each apartment, and further, excluding all spaces and improvements lying beneath 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

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or balcony for the furnishing of utility services to apartments, club and common property. All air conditioning and heating equipment and overhead sprinkler system, serving an apartment unit is considered to be a part of that apartment even though such equipment may be outside of the boundaries of the unit as shown on the condominium plat and as described therein. (The patio or porch area adjacent to each apartment is also a part of the condominium apartment.)

7. Apartment Owner: Apartment owner, or owner of an apartment, or parcel owner, or private dwelling owner, means the owner of a condominium parcel.

8. Common Property: Common property shall mean and comprise all the real property improvements and facilities to the ONE SEAGROVE PLACE, a condominium, including all parts of the apartment buildings other than the apartments as same are herein defined and shall include easements through apartments for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to apartments, and easements of support in every portion of the apartments 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 apartments and shall include all the apartments.

9. Common Expenses: Common expenses, as the term is used in these condominium documents, means the expense for which the apartment owners are liable to the association and shall include, but not be limited to, expenses of administration of ONE SEAGROVE PLACE, a condominium; expense of maintenance, operation and repair or replacement of the common property; any valid charge against the condominium as a whole; taxes imposed upon the common property by governmental bodies having jurisdiction over ONE SEAGROVE PLACE, a condominium, and expenses declared to be common expenses by the provisions 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 ONE SEAGROVE PLACE OWNER'S ASSOCIATION, INC., a Florida corporation not for profit, and its successors and assigns as provided for in the Condominium Act.

12. By-Laws: By-Laws means the By-Laws of the association specified above, as they exist from time to time.

13. Developer: As used in the condominium documents, developer means SURF SIDE DEVELOPMENT COMPANY, INC., a Florida corporation, duly registered to do business in the State of Florida.

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 an apartment or apartments.

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

"OFFICIAL RECORDS"ARTICLE II. SUBMISSION OF PROPERTY AND IMPROVEMENTS TO CONDOMINIUM OWNERSHIP

SURF SIDE DEVELOPMENT COMPANY, INC., is the owner of that certain property located in Walton County, Florida, commonly referred to as ONE SEAGROVE PLACE, a condominium, and more particularly, described in Exhibit "A" attached hereto. SURF SIDE DEVELOPMENT COMPANY, INC., submits the property described in Exhibit "A" and the improvements thereto to condominium ownership in accordance with Chapter 718, Florida Statutes.

On said real property there will be constructed a project comprised of two buildings, one building contains 58 units, the other building contains 72 units. Developer does hereby submit the above described real property and improvements to condominium ownership and hereby declares the same to be a condominium to be known and identified as ONE SEAGROVE PLACE, a condominium, which shall consist of apartments and common property, as said terms have been herein defined and described, which apartments are further identified and designated in the plat of this condominium, which plat is recorded in the Public Records of Walton County, Florida, a reduced copy of which is attached hereto as Exhibit "B".

ARTICLE III. ONE SEAGROVE PLACE,
A CONDOMINIUM, DEVELOPMENT PLAN

The subject condominium is described and established as follows: (a) Plot Plan. The plot plan of the land showing the improvements on it is attached as Exhibit "B".

(b) Survey. The survey of the land showing the boundaries of the property is attached as Exhibit "B".

(c) Floor Plans. Improvements upon the land are constructed substantially in accordance with graphic description of the improvements attached hereto as composite Exhibit "B".

(d) Amendment of Plans.

(1) Alteration of Plans. Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between the apartments so long as Developer owns the apartment so altered. No such change will increase the number of apartments or alter the boundaries of the common elements without the amendment of this Declaration by approval the Association, the apartment owners and owners of the mortgage in the manner elsewhere provided. The Developer shall make any change in apartments so authorized, such changes shall be reflected by amendment of this Declaration. If more than one apartment is concerned, the Developer shall apportion between the apartments, the shares in the common elements appurtenant to the apartments concerned.

(2) Amendment of this Declaration reflecting such authorized alterations of apartment plans by the Developer need to be signed and acknowledged only by the Developer and need not be approved by the Association, the apartment owners or lienors or elsewhere required for amendment.

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

Each apartment shall be conveyed and treated as individual property capable of independent use and ownership, subject to the restrictions, rules, regulations and conditions

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contained in these condominium documents, and the owner of each said apartment shall own, as an appurtenance to the ownership of said apartment, an undivided interest in the common property, the undivided interest appurtenant to each said apartment being that which is hereinafter specifically assigned thereto in Exhibit "C" attached hereto. The percentage of undivided interest in the common property assigned to each apartment shall not be changed except with the unanimous consent of all of the owners of all of the apartments.

The undivided interest in the common property declared to be appurtenant to each apartment shall not be conveyed, devised, encumbered or otherwise dealt with separately from said apartment, and the undivided interest in common property, appurtenant to each apartment shall be deemed conveyed, devised, encumbered or otherwise included with the apartment even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such apartment. Any instrument which purports to grant any right, interest, or lien into or upon an apartment shall be null, void and of no effect insofar as the same purports to affect any interest in an apartment 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 apartment. Any instrument conveying, devising, encumbering or otherwise dealing with any apartment which describes said apartment by the apartment number assigned thereto in Exhibit "B", without limitation or exception, shall be deemed and construed to affect the entire apartment and its appurtenant undivided interest in the common property. Nothing herein contained shall be construed as limiting or preventing ownership of any apartment 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 entirety.

ARTICLE V. COMMON EXPENSES: COMMON SURPLUS

Common expenses shall be shared and common surplus shall be owned by the owners of all apartments in the same proportion that the undivided interest in common property appurtenant to each owner's apartment bears to the total of all undivided interest in common property appurtenant to all apartments, 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 VI. ONE SEAGROVE PLACE
OWNER'S ASSOCIATION, INC.

ONE SEAGROVE PLACE OWNER'S ASSOCIATION, INC., a corporation not-for-profit, hereinafter called "Association, shall maintain, manage and operate the condominium property.

All apartment owners shall automatically become members of the association after completion of closing of the purchase of an apartment in ONE SEAGROVE PLACE, a condominium.

The officers and directors of the association shall have the powers set forth in this declaration and the association by by-laws, 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 or its designated agent, shall have authority to act for the association.

The association shall have the irrevocable right to have access to every apartment in ONE SEAGROVE PLACE, a condominium, from time to time, during reasonable hours as may be necessary for

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the maintenance, repair or replacement of any common property therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common property or to another apartment or apartments.

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

The association shall maintain accounting records according to good accounting practices which shall be open to inspection by apartment owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to apartment owners or their authorized representatives. Failure of the association to permit inspection of its accounting records by apartment 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:

(a) A record of all receipts and expenditures.

(b) An account for each apartment which shall designate the name and address of the apartment 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 apartments 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 apartment owners, the association shall give notice of the exposure within a reasonable time to all apartment owners who may be exposed to the liability and they shall have the right to intervene and defend.

A copy of each insurance policy obtained by the association shall be made available for inspection by apartment owners at reasonable times.

The association shall have all powers granted by Chapters 718.111 and 617, Florida Statutes.

ARTICLE VII. MEMBERSHIP IN THE ASSOCIATION: VOTING RIGHTS

Membership in the association shall be restricted to all of the record owners of the apartments in ONE SEAGROVE PLACE, a condominium. Purchaser shall become a member of the association automatically upon the completion of closing of the purchase of an apartment in ONE SEAGROVE PLACE, a condominium.

On all matters upon which the membership shall be entitled to vote, each member shall be entitled to one vote for each apartment owned in ONE SEAGROVE PLACE, a condominium, which vote may be exercised or cast by the owner of each apartment in the manner provided in the By-Laws (Exhibit "E") adopted by the association applicable provisions of the Florida Statutes.

ARTICLE VIII. METHOD OF AMENDMENT OF
DECLARATION OF CONDOMINIUM

Except as elsewhere provided, however, this Declaration of Condominium and the Articles of Incorporation and By-Laws of the association may be amended in the following manner:

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

B. A resolution for the adoption of a proposed amendment may be proposed by either 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 fifty-one percent (51%) of the votes of the entire membership of the association, or

(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 apartment owners in the manner required by the law for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Walton County, Florida. Provided, however:

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

(ii) That no amendment shall be made increasing or decreasing any apartment owner's percentage of ownership in the common property as hereinabove stated, unless the apartment owner or apartment owners so affected and all record owners of liens thereon shall join in the execution of the amendment.

(iii) Notwithstanding anything to the contrary contained in this Declaration, the developer expressly reserves the right to amend the Declaration so as to correct any legal description 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 Walton County, Florida, which amendment or amendments shall expressly describe that legal description which is being corrected (be 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, apartment owners, lienors, or mortgagees of apartments 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 he be scrivener 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 original 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

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acknowledged without approval of the association, apartment owners, lienors or mortgagees of apartments, provided such amendment does not materially affect the property rights of the above named persons.

C. 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 duly adopted, and shall be effective when recorded in the Public Records of Walton County, Florida.

ARTICLE IX. BY-LAWS, ARTICLES OF INCORPORATION,
AND RULES AND REGULATIONS OF CONDOMINIUM ASSOCIATION

ONE SEAGROVE PLACE OWNER'S ASSOCIATION, INC., has been incorporated as a Florida corporation, not-for-profit, known as ONE SEAGROVE PLACE OWNER'S ASSOCIATION, INC., and its Articles of Incorporation and By-Laws and rules and regulations are attached within these condominium documents and attached as Exhibits "D", "E" and "F", respectively.

ARTICLE X. 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:

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

(1) All common property.

(2) All air-conditioning and heating systems and equipment other than items providing service to an individual condominium apartment.

(3) All portions of the apartments (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-bearing walls.

(4) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services or fire protection which are contained in the portions of the apartment contributing to the support of the building or within interior boundary walls, and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

(5) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the association.

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

(1) To maintain, repair and replace at his expense, all portions of the apartment except the portions to be maintained, repaired and replaced by the association. Included within the responsibility of the apartment owner shall be windows, screens and doors opening into or onto his unit, sliding glass doors and plate glass. All such maintenance, repairs and replacement shall be done without disturbing the rights of other apartment owners.

(2) Within the apartment, to maintain, repair and replace at his expense, all fans and air-conditioning and heating

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equipment, overhead sprinkler system, stove, refrigerator, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his condominium apartment. The apartment floors and interior walls and the floor and interior wall of any balcony attached to condominium apartments shall be maintained by the condominium apartment owner thereof at his own expense.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

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

(5) No condominium parcel 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.

C. Alteration and Improvement: 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 apartment owners called for that purpose and approved by the institutional mortgagee holding the greatest dollar volume of mortgage 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 apartment owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the apartment owners exclusively or substantially exclusively benefitting, and the assessment 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 exclusively benefit apartment 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 apartment owners exclusively or substantially exclusively benefitting therefrom and where said apartment 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 same is necessitated and in the best interests of the apartment owners.

ARTICLE XI. ENFORCEMENT OF MAINTENANCE

In the event the owner of an apartment fails to maintain it as required above, the association, developer, or any other apartment owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the association shall have the right to assess the apartment owner and the apartment for the necessary sums to maintain the improvements within the apartment in good condition. After such assessments, the association shall have the right to have its employees or agents enter the apartment and do the necessary work to enforce compliance with the above provision.

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ARTICLE XII. PURCHASERS' CONDOMINIUM FUND

At the time that the purchaser closes on a condominium apartment he shall be obligated to pay to the developer 1/130th of all prepaid startup fees as more fully set forth in the Purchase Agreement, Exhibit 2, Page 62. At the time the purchaser closes a condominium apartment he shall be obligated to pay to the Association two months maintenance fees in advance, which will be deposited into the condominium reserve working capital fund, which said fund shall not be used by the developer during the period of his guarantee.

The payment of common expenses by all apartment owners, including the developer, shall commence upon the recording of this Declaration of Condominium in the Public Records of (Walton) County, Florida.

Common expenses include the expenses of the operation, maintenance, repair, or replacement of the common elements, costs of carrying out the powers and duties of the association, and any other expense designated as common expense by this chapter, the declaration, the documents creating the condominium, or the bylaws.

Funds for the payment of common expenses shall be collected by assessments against unit owners in the proportions or percentages provided for in this Declaration of Condominium. All unit owners' share of common expenses shall be in the same proportion as their ownership interest in the common elements.

Common surplus is owned by unit owners in the same shares as their ownership in the common elements.

ARTICLE XIII. RESIDENTIAL USE RESTRICTIONSAPPLICABLE 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 provisions:

1. Each apartment is hereby restricted to residential use by only the owner thereof, his immediate family, guests, invitees, lessees, or renters, whether the apartment be leased or rented on a temporary or permanent basis, daily or for a longer period.

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.

3. No immoral, improper, offensive or unlawful use shall be made of any apartment or of the common property or of any part hereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over ONE SEAGROVE PLACE, a condominium, shall be observed.

4. No apartment owner shall permit anything to be done or kept in his apartment or in the common property which will result in the cancellation of insurance on 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 apartment owners or which interferes with the peaceful and proper use of the condominium property by any apartment owner, including but not limited to repairs made within an apartment before 9:00 A.M. or after 6:00 P.M., except when of an emergency nature.
6. 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 apartment in the condominium without the prior written consent of the association. The association shall possess the additional authority to promulgate 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 associations's sole discretion, the use in question has become excessive and/or violates the residential character of the condominium.
7. 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 apartment, which can be viewed from the exterior of the apartment through the windows thereof from any heights or location must be lined, finished or otherwise covered with white drapery linings.
8. In case of an emergency originating or threatening any apartment, regardless of whether the owner is present at the time of such emergency, the board of directors of the association, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such apartment for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate and to facilitate entry in the event of any such emergency, the owner of each apartment, as required by the association, shall deposit a key with the association.
9. 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 property, the owner of each apartment shall permit the owners or their representatives or the duly constituted and authorized agent of the association, to enter such apartment for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.
10. No owner of an apartment shall permit any structural modifications or alterations to be made within such apartment 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 apartment involve 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.
11. The association shall not have the right to make or cause to be made such alterations or improvements to the common property which prejudice the rights of the owner of any apartment in the use and enjoyment of his apartment, unless, in each instance, such owner's written consent has been obtained. The

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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 apartments. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner of an apartment requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner of the apartment exclusively or substantially benefitted. Such assessment is to be levied in such proportion as may be determined by the board of directors.

ARTICLE XIV. INSURANCE

1. Personal Liability and Risk of Loss of Owners of Condominium Apartments and Separate Insurance Coverage, etc. The owner of each apartment 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 apartment or upon the common property. All such insurance obtained by the owner of each unit shall, whenever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of apartments, 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 apartment, or which may be stored in any apartment, or in, to, or upon common property, shall be borne by the owner of each apartment. 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 apartment shall be covered by such insurance as shall be maintained in force and effect by the association as hereafter provided. The owner of an apartment shall have no personal liability for any damage caused by the association or its agents, in connection with the use of the common property. The owner of an apartment shall be liable for injuries or damage resulting from an accident within his own apartment, to the same extent and degree that the owner of any residence would be liable for an accident occurring within his residence. Any and all insurance and re-insurance placed or contracted for by any owner having an interest in any apartment must be so placed with an insurer licensed and authorized to do business in the State of Florida and maintaining a license 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 apartments 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 endorsement, 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. Workmen's Compensation to meet the requirements of 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 the owners of all apartments.

All liability insurance maintained by the association shall contain cross liability endorsements to cover liability by all owners of apartments as a group and each apartment 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 apartments. 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 apartments 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 trust 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 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 same in trust for the purposes herein stated for the benefit of the association and the owners of all apartments 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 said 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 under it hereunder. Said insurance trustee shall be liable 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 apartments and their mortgagees, as their respective interest 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, and 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 apartment, the name of the mortgagee who may hold a mortgage encumbering each apartment, and the respective percentages of any distribution which may be required to be made to the owner of any apartment, and his respective mortgagee, as their respective interests may appear, or to certify the name of the party to whom payments are to be made for repair, replacement or reconstruction of the 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 an apartment 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 apartment, and his respective mortgagee, by reason of loss of or damage to personal property constituting a part of 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 of 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 repair, replacement or reconstruction of such common property, then such excess insurance proceeds shall be paid by the insurance trustee to the owners of all apartments, the distribution to be separately made to the owner of each apartment 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 apartment and his said mortgagee shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in common property appurtenant to each apartment 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 or 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 out

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of 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 funds for said purpose, then the association shall levy and collect an assessment against the owners of all apartments in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

In the event of loss of or damage to common property and any apartment, 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 apartment which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of repair, replacement or reconstruction of the common property and the apartments sustained any loss or damage, then such excess insurance proceeds shall be paid and distributed by the insurance trustee to the owners of all apartments, and to their mortgagees, as their respective interests 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 apartments 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 or damage to the common property, but not be sufficient to repair, replace or reconstruct any loss of or damage to any apartments, then the association shall levy and collect any assessment from the owner of the apartment sustaining any loss or damage, and the assessment 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 apartments. In said latter event, the assessment to be levied and collected from the owner of each apartment sustaining loss or damage shall be apportioned between such owners in such manner that the assessment levied against each owner of an apartment and his apartment shall bear the same proportion to the total assessment levied against all of said owners of apartments sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's unit bears to the cost applicable to all of said apartments sustaining loss or damage. If the fire and casualty insurance proceeds payable to the insurance trustee in the event of the loss or damage to common property and apartments 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 said common property before being applied to the repair, replacement or reconstruction of an apartment, 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 an assessment from all of the owners of all apartments in the same manner as would be levied and collected as an assessment from all of the owners of all apartments 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

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reconstruction of each apartment sustaining the loss or damage shall then be levied and collected by assessment of the owners of apartments sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between the owners of apartments sustaining such 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, replacements 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 apartments or only by the owners of apartments 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 the 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 apartments and their respective mortgagees, as their interests 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 the board of directors shall authorize payments to be made thereunder by the insurance trustee. The board of directors may enter into such agreement with the insurance trustee as it may deem in their 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 XV. EASEMENTS

1. The apartments and common property shall be, and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established in the condominium documents, governing the use of said apartments and common property and setting forth the obligations and responsibilities incident to ownership of each apartment and its appurtenant undivided interest in the common property. Said apartments and common property are further declared to be subject to the restrictions, easements, conditions and limitations now of record affecting the real property and improvements of the condominium.

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2. Utility easements are reserved throughout the whole of the condominium property, including apartments, as may be required for utility services, in order to adequately serve the condominium, provided, however, such easements through an apartment 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 apartment owner.

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

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

5. Perpetual easements are reserved over and upon all of the common property of the condominium for the purpose of non-exclusive use and ingress and egress of the developer, its agents, guests, designees, successors and assigns for the purpose of maintaining and repairing condominium property and facilities.

ARTICLE XVI. 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 apartments 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 apartments agree not to reconstruct said 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 still 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 apartments, 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 or resolution of the board of

directors of the association to said effect, and notice to 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 Walton County, Florida. Upon termination of this Declaration of Condominium and the plan of condominium ownership established herein, all of the owners of apartments shall be and become tenants in common as to ownership of the real property herein described, and then remaining improvements thereon. The undivided interest in such real property and remaining improvements held by the owner of each apartment shall be the same as the undivided interest in common property which was formerly appurtenant to such apartment, and the lien of any mortgage or other encumbrance upon each apartment shall attach to the percentage of undivided interest of the owner of an apartment 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 apartments still inhabitable shall, within sixty (60) days from the date of recording of said certificate of resolution, deliver possession of their respective apartments to the association. Upon such delivery of possession, the owners of habitable apartments and their respective mortgagees as their interest may appear, shall become entitled to participate proportionately together with all owners of uninhabitable apartments 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 apartments and their mortgagees, as their respective interests may appear, such distribution to be made to the owner of each apartment in accordance with his 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 apartment and his mortgagee, as their respective interests may appear, in the same manner as was above provided for the distribution of any final insurance indemnity.

Except in the event of this Declaration of Condominium and the plan of condominium ownership established herein 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 owners of all apartments and all parties holding mortgages, liens or other encumbrances against any of the said apartments, 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 Walton County, Florida.

ARTICLE XVII. PROHIBITION AGAINST SUBDIVIDING OF APARTMENTS
PROHIBITION AGAINST PARTITION OF COMMON PROPERTY

1. No apartment may be divided or subdivided into a smaller apartment than is shown on Exhibit "B", nor shall any apartment, or portion thereof, be added to or incorporated into any other apartment, except by the express written consent of the board of directors of the association.
2. Recognizing the proper use of an apartment by an owner is dependent upon the use and enjoyment of the common property in common with owners of all other apartments, and that it is in the

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interest of all owners of the apartments that the ownership of the common property be retained in common by the owners of apartments, it is declared that the percentage of the undivided interest in the common property appurtenant to each apartment shall remain undivided and no owner of any apartment shall bring or have any right to bring any action for partition or division thereof.

ARTICLE XVIII. 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 apartments. 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 apartments, 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 property operation, the association has heretofore been granted the right to make, levy and collect assessments against the owners of all apartments, and said apartments. 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 rental, the following provisions shall be effective and binding upon the owners of all apartments.

A. All assessments levied against the owners of all apartments and said apartments shall be uniform and unless specifically otherwise provided for in this Declaration of Condominium, the assessments made by the association shall be in proportion so that the amount of assessment levied against each owner of an apartment and his apartment shall bear the same ratio to the total assessments made against all owners of apartments and their apartments as does the undivided interest in common property appurtenant to all apartments.

The developer shall not be liable for and shall be excused from the payment of any common expenses assessed against any apartment owned by developer during the period beginning with the recording of this Declaration of Condominium, and terminating not later than one (1) calendar year thereafter, or upon the turning over of control of the association, whichever shall first occur. During this period, the developer guarantees that the assessments for common expenses of the condominium imposed on the apartment owners, other than the developer, shall not be increased over the dollar amount stated of \$93.23 per month and the developer shall pay any amount of common expenses incurred during the period and not produced by the assessments at the guaranteed level receivable from the other apartment owners.

B. The assessment levied against the owner of each apartment and his apartment shall be payable in quarterly or 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 property 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 amount 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 apartment owner and the assessment for said year shall be established based upon such budget, although failure to deliver a copy of said budget to each apartment owner shall not affect the liability of any apartment owner for such assessments. 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 or to the proper undertaking of all acts and duties imposed upon it 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 an apartment, the same may be co-mingled with monies paid to said association by the other owners of apartments. 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 apartment. When the owner of an apartment shall cease to be a member of the association by reason of the divestment or loss of his ownership of such apartment, 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 any 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.

F. The owner of each apartment 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 while such party or parties are owners of an apartment 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 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 an apartment may exempt himself from liability for any assessment levied against such owner and his apartment by waiver or the use of enjoyment of any of the common property, or by abandonment of the apartment, 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 therefor, which results in benefit

to all the owners of apartments 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, said lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each apartment, 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 fees incurred by the association in enforcing this lien upon said apartment 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. The lien granted to the association shall further secure such advances for taxes, and payment on account of superior mortgages, liens or encumbrances which may be required to be advances by the association in order to preserve and protect its lien, and the association shall further be entitled to interest at the maximum legal rate on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any apartment, 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 apartment 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 Walton County, Florida, a claim of lien stating the description of the apartment encumbered thereby, the name of the record owner, the amount due, the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record at the apartment 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 time of 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. Whenever any apartment may be sold or mortgaged by the owner thereof, which sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, the association upon written request of the owner of such apartment, shall furnish to the proposed 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 apartment. Such statement shall be executed by an officer of the association. Any purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction and the association shall be bound by such statement.

In the event that an apartment is to be voluntarily conveyed or mortgaged when payment of any assessment against the owner of said apartment and such apartment due the association is in default, whether or not a claim of lien has been recorded by the association, the rent, proceeds of purchase or mortgage proceeds shall first be applied by the purchaser or mortgagee to payment of any delinquent assessment or installments due the association before application to the payment of any rent, proceeds of purchase or mortgage proceeds. A first mortgage holder whose mortgage is in default who takes title to an apartment either by judicial

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proceedings or conveyance in lieu of foreclosure, is not subject to this paragraph and shall not be obligated for any delinquent assessment or charge arising out of the same.

In any voluntary conveyance of an apartment, the grantee shall be jointly and severally liable with grantor for all unpaid assessments against grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of grantee to recover from grantor the amount paid by grantee therefor.

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.

K. The initial projected estimated annual maintenance budget for ONE SEAGROVE PLACE, a condominium, is attached to these condominium documents as Exhibit "H".

2. Apportionment of Tax or Special Assessment if Levied and Assessment Against ONE SEAGROVE PLACE, a condominium, as a Whole: In the event that any taxing authority having jurisdiction over the condominium shall levy or assess any tax or special assessment against the condominium, as a whole, as opposed to levying and assessing such tax or special assessment against an apartment and its appurtenant undivided interest in the common property, as now provided by law, then such tax or special assessment levied shall be paid as a common expense by the association, and any tax or special assessment which is to be levied shall be included, wherever possible, in the estimated annual budget of the association, or shall be separately levied and collected as an assessment by the association against all of the owners of all apartments and said apartments if not included in the annual budget. The amount of any tax or special assessment paid or to be paid by the association in the event that such tax or special assessment is levied against the condominium, as a whole, instead of against each apartment and its appurtenant undivided interest in the common property, shall be apportioned among the owners of all apartments so that the amount of such tax or special assessment so paid or to be paid by the association and attributable to and to be paid by the owners of said apartment shall be that portion of such total tax or special assessment which bears the same ratio to said tax or special assessment as the undivided interest in common property appurtenant to all apartments. In the event that any tax or special assessment shall be levied against the condominium in its entirety, without apportionment by the taxing authority to the apartment and its appurtenant undivided interest in the common property, the assessment by the association, which shall include the proportionate share of such tax or special assessment attributable to each apartment and its appurtenant undivided interest in the common property, shall separately specify and identify the amount of such assessment attributable to such tax or special assessment. The amount of such lien prior to all mortgages, other than institutional first and second mortgages, and encumbrances upon any apartment and its appurtenant undivided interest in the common property, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such tax or special assessment had been separately levied by the taxing authority upon each apartment and its appurtenant undivided interest in the common property.

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 XIX. REMEDIES IN EVENT OF DEFAULT

The owner of each condominium apartment shall be governed by and shall comply with the provisions of the condominium documents as any of the same are now constituted or as they may be amended from time to time. A default by the owner of any condominium apartment shall entitle the association or the owners of other condominium apartments 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 and/or suspension of membership in the association, or any combination thereof. Such relief may be sought by the association or, if appropriate, by an aggrieved owner of a condominium apartment.
2. The owner of each condominium apartment 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 expense is not met by the proceeds of insurance carried by the association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a condominium apartment or its appurtenances. However, nothing herein contained shall be construed to modify any waiver by insurance companies or rights or subrogation.
3. In any proceeding arising because of an alleged default by the owner of any condominium apartment, the association, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court. In no event shall the owner of any condominium apartment be entitled to receive similar attorney's fees.
4. The failure of the association or of the owner of a condominium apartment 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 apartment to enforce such right, provisions, covenant or condition in the future.
5. All rights, remedies and privileges granted to the association or the owner of a condominium apartment 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.
6. 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 its right to thereafter enforce such right, provisions, covenant or condition in the future.
7. 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 XX. 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 apartment, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of all rights granted and/or reserved unto the association and/or ONE SEAGROVE PLACE OWNER'S ASSOCIATION, INC., and other rights and restrictions contained under the provisions of the condominium documents, and shall acquire such interest in any condominium apartment expressly subject thereto.

ARTICLE XXI. RIGHT OF ONE SEAGROVE PLACE OWNER'S ASSOCIATION, INC. REPRESENTATION ON THE BOARD OF DIRECTORS OF THE ASSOCIATION

1. When apartment owners other than the developer own fifteen percent (15%) or more of the apartments within the condominium, the apartment owners other than the developer shall be entitled to elect not less than one-third (1/3) of the members of the board of directors of the association. Apartment owners other than the developer shall be entitled to elect not less than a majority of the members of the board of directors of the association three years after sales by the developer have been closed on fifty percent (50%) of the apartments within this condominium, within three (3) months after sales have been closed by the developer on ninety percent (90%) of the apartments within the condominium, or when all of the apartments within the condominium have been completed, some of them have been sold and none of the others are being offered for sale by the developer in the ordinary course of business, whichever of the foregoing events shall first occur. The developer shall be entitled to elect not less than one (1) member of the board of directors of the association so long as the developer holds for sale in the ordinary course of business, 5% of the apartments within the condominium.

2. Within sixty (60) days after apartment 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 thirty (30) days' nor more than forty (40) days' notice of a meeting of the apartment owners for this purpose. Such meeting may be called and the notice given by any apartment owner if the association fails to do so.

3. If the developer holds apartments 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 an apartment owner for capital improvements.

(b) Any action by the association that would be detrimental to the sales of apartments 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 apartments.

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 By-Laws 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 for the remainder of the unexpired term of any director so

removed. Any director designated and selected by the developer need not be a resident of ONE SEAGROVE PLACE, a condominium. The election of a board of directors by the apartment owners may be accelerated by developer, in its discretion, upon giving twenty (20) days' written notice of the same to all apartment owners.

ARTICLE XXII. 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 the apartments, and, in the event of the sale, transfer or encumbrance by mortgage of any apartment to a third party, the purchaser, transferee or mortgagee shall notify the association in writing of his interest in such apartment together with such recording information as shall be pertinent to identify the deed, other instrument of conveyance or mortgage lien. The holder of any mortgage lien upon any apartment may notify the association of the existence of any mortgage lien held by such party on any apartment 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 apartments in ONE SEAGROVE PLACE, a 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 which casualty insurance is placed and the amount of such casualty insurance carried by the association.

B. To approve the insurance trustee and agent to be located in Walton County.

C. To be furnished with at least one copy of the annual financial statement and report of the association prepared by certified public accountants designated by 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 January 31st 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 By-Laws of the association, which notice shall state the nature of the amendment.

E. To be given notice of default of any member owning any apartment 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 XXII 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 apartment upon which it holds a mortgage or identifying any apartments 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.

OFFICIAL RECORDS

ARTICLE XXIII. SIGNS, SALES OFFICE, MODEL UNITS

No "Sold" or "For Sale" or "For Rent" signs or other advertising shall be maintained or permitted on apartments in the condominium. Until such time as the developer has completed and sold all the apartments of the condominium, neither the apartment owners nor the association nor their use of the condominium shall interfere with the completion of improvements or the sale of apartments. The developer may make such use of the unsold apartments and common areas as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office and model apartments and display of signs on the premises and to advertise, sell, mortgage or otherwise deal with any apartment owned by it without the necessity of obtaining approval of the board of directors of the association.

Signed in the presence of:

SURF SIDE DEVELOPMENT COMPANY, INC.

Linda K. Koger
Mary K. Koger

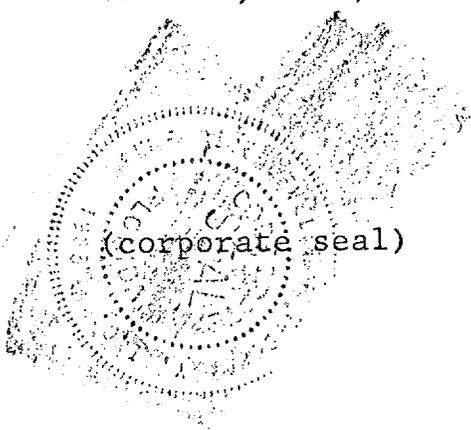
BY: James D. Howell, III
JAMES D. HOWELL, III
President

Attest: Edward A. Whitley

STATE OF FLORIDA
COUNTY OF OKALOOSA

22nd day of May, 1985, by JAMES D. HOWELL, III, President, and Edward A. Whitley, Secretary, of SURF SIDE DEVELOPMENT COMPANY, INC., a Florida corporation, on behalf of the corporation.

Levi P. Brewer
Notary Public
My Commission Expires: 10/25/85
MY COMMISSION EXPIRES OCT. 25, 1985



(corporate seal)

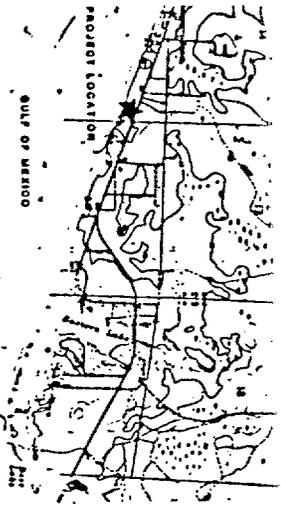
Prepared by:
MICHAEL Wm MEAD
Post Office Drawer 1329
Fort Walton Beach, Florida 32549

EXHIBIT "A"

A PORTION OF LOT 20 AND ALL OF LOT 21, UNITED STATES GOVERNMENT SUBDIVISION OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 19 WEST, WALTON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 21, UNITED STATES GOVERNMENT SUBDIVISION OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 19 WEST, WALTON COUNTY, FLORIDA; THENCE GO NORTH $1^{\circ}02'00''$ EAST, A DISTANCE OF 91.41 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WALTON COUNTY ROAD C-30A (70'R/W); THENCE GO SOUTH $71^{\circ}03'15''$ EAST ALONG THE AFORESAID RIGHT OF WAY LINE, A DISTANCE OF 336.95 FEET TO THE EAST LINE OF GOVERNMENT LOT 21; THENCE GO SOUTH $1^{\circ}02'00''$ WEST ALONG THE AFORESAID LINE, A DISTANCE OF 315.71, FEET TO THE SOUTH LINE OF GOVERNMENT LOT 21; THENCE GO NORTH $89^{\circ}18'00''$ WEST ALONG THE AFORESAID LINE, A DISTANCE OF 320.59 FEET TO THE WEST LINE OF GOVERNMENT LOT 21; THENCE GO NORTH $1^{\circ}02'00''$ EAST ALONG THE AFORESAID LINE, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

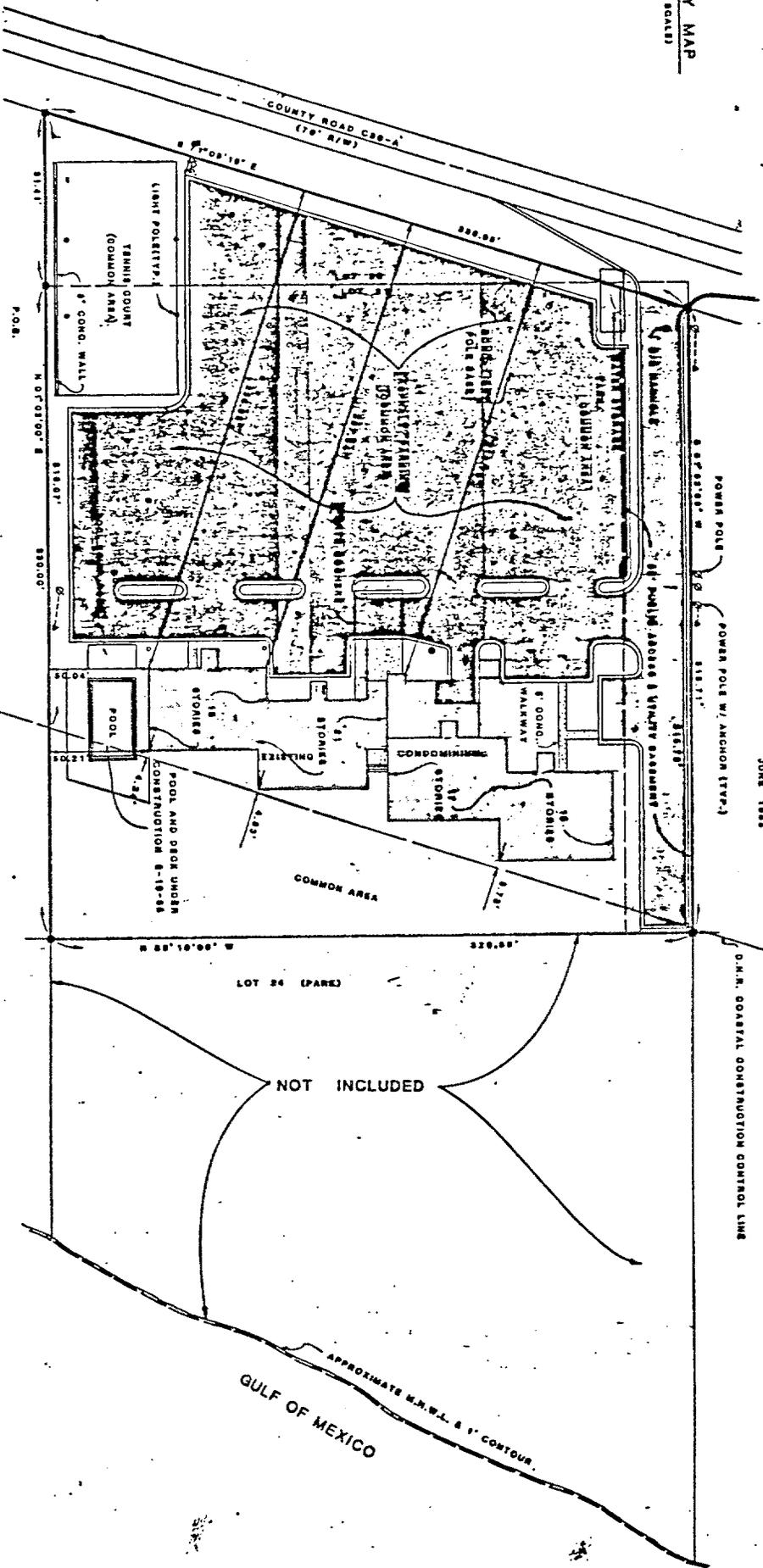
" EXHIBIT B "



ONE SEAGROVE PLACE A CONDOMINIUM

IN SECTION 24, TOWNSHIP 3 SOUTH, RANGE 19 WEST,
WALTON COUNTY, FLORIDA

GRAPHIC SCALE - 1"=50'
JUNE 1988



RECAPITULATION:

A PORTION OF LOT 20 AND ALL OF LOT 21, UNITED STATES GOVERNMENT SUBDIVISION OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 19 WEST, WALTON COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 21, UNITED STATES GOVERNMENT SUBDIVISION OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 19 WEST, WALTON COUNTY, FLORIDA, THENCE GO NORTH 01°02'00" EAST, A DISTANCE OF 21.41 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF WALTON COUNTY ROAD C-30A (20' R/W), THENCE GO SOUTH 21°03'15" EAST ALONG THE AFORESAID RIGHT OF WAY LINE, A DISTANCE OF 326.95 FEET TO THE EAST LINE OF GOVERNMENT LOT 21, THENCE GO SOUTH 01°02'00" WEST ALONG THE AFORESAID LINE, A DISTANCE OF 215.21 FEET TO THE SOUTH LINE OF GOVERNMENT LOT 21, THENCE GO NORTH 89°18'00" WEST ALONG THE AFORESAID LINE, A DISTANCE OF 320.59 FEET TO THE WEST LINE OF GOVERNMENT LOT 21, THENCE GO NORTH 01°02'00" EAST ALONG THE AFORESAID LINE, A DISTANCE OF 320.00 FEET TO THE POINT OF BEGINNING.

GENERAL NOTES:

1. SEE SHEET FOR SECTION EXTENSION BUILDING DIMENSIONS.
2. MEASUREMENTS SHOWN HEREON ARE REFERENCED TO THE U.S. GOVERNMENT REFERENCE SYSTEM OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 19 WEST, WALTON COUNTY, FLORIDA.
3. THE PROPERTY SHOWN HEREON IS LOCATED IN FLOOD ZONE 3, AS SHOWN ON U.S. FLOOD INSURANCE RATE MAP NO. 120417-0152X, WALTON COUNTY, FLORIDA, DATED 11-16-77.

SURVEYOR'S NOTES:

1. DENOTES PERMANENT REFERENCE MONUMENT
2. THE SIGN (S) DENOTES RECORDS ON FEET
3. THE SIGN (F) DENOTES FEET
4. THE SIGN (D) DENOTES DECIMALS
5. P.O.B. DENOTES POINT OF BEGINNING

ONE SEAGROVE PLACE A CONDOMINIUM

TITLE OPINION:

IT IS THE OPINION OF THE UNDERSIGNED ATTORNEY AT LAW, LICENSED IN FLORIDA, THAT TITLE OF LAND DESCRIBED HEREON IS IN THE NAME OF THE DEDICATORS AS SHOWN HEREON AND THERE ARE NO UNSATISFIED MORTGAGES ON THE LAND EXCEPT AS SHOWN.

[Signature]
MICHAEL REED, ATTORNEY AT LAW

COUNTY COMMISSIONER'S APPROVAL:

THIS IS TO CERTIFY THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF WALTON COUNTY, FLORIDA AND APPROVED BY THEM FOR RECORD ON THE DAY OF _____, 1985.

CHAIRMAN _____ MEMBER _____
MEMBER _____ MEMBER _____
MEMBER _____ MEMBER _____

COUNTY CLERK'S CERTIFICATE:

I, CATHERINE KING, CLERK OF THE CIRCUIT COURT OF WALTON COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLEES WITH THE PROVISIONS OF CHAPTER 127, FLORIDA STATUTES AND WAS FILED FOR RECORD ON THE _____ DAY OF _____, 1985, IN PLAT BOOK _____ AT PAGE _____.

CATHERINE KING

DEDICATION:

SUBSIDIE DEVELOPMENT COMPANY, INC., AS OWNERS OF THE HEREON DESCRIBED PROPERTY DECLARES THAT THEY HAVE CAUSED THE SAME TO BE PROVIDED AS SHOWN HEREON.

[Signature]
JAMES D. HOWELL III, PRESIDENT

WITNESS

[Signature]
WITNESS C

JOINER AND CONSENT TO DEDICATION:

CONVERSE UNION BANK, THE HOLDER OF A MORTGAGE ON THE HEREON DESCRIBED PROPERTY, RECORDED IN O.R. BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, DO HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATTING AS SET FORTH HEREON.

[Signature]
ADMINISTRATIVE CLERK

[Signature]
WITNESS

[Signature]
WITNESS

COUNTY ENGINEER'S CERTIFICATE:

THIS IS TO CERTIFY THAT THIS PLAT WAS PRESENTED TO THE COUNTY ENGINEER OF WALTON COUNTY, FLORIDA AND WAS APPROVED BY HIM ON THE _____ DAY OF _____, 1985.

COUNTY ENGINEER

ACKNOWLEDGEMENT:

STATE OF FLORIDA, COUNTY OF WALTON, BEFORE ME THE UNDERSIGNED PERSONALLY APPEARED JAMES D. HOWELL III, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND WHO ACKNOWLEDGE THEY EXECUTED THE SAME FOR THE USES AND PURPOSES SET FORTH, GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 1985.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT TO JOINER AND CONSENT:

STATE OF FLORIDA, COUNTY OF OKALOOSA, BEFORE ME THE UNDERSIGNED PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE SAME FOR THE USES AND PURPOSES SET FORTH, GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 1985.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES _____

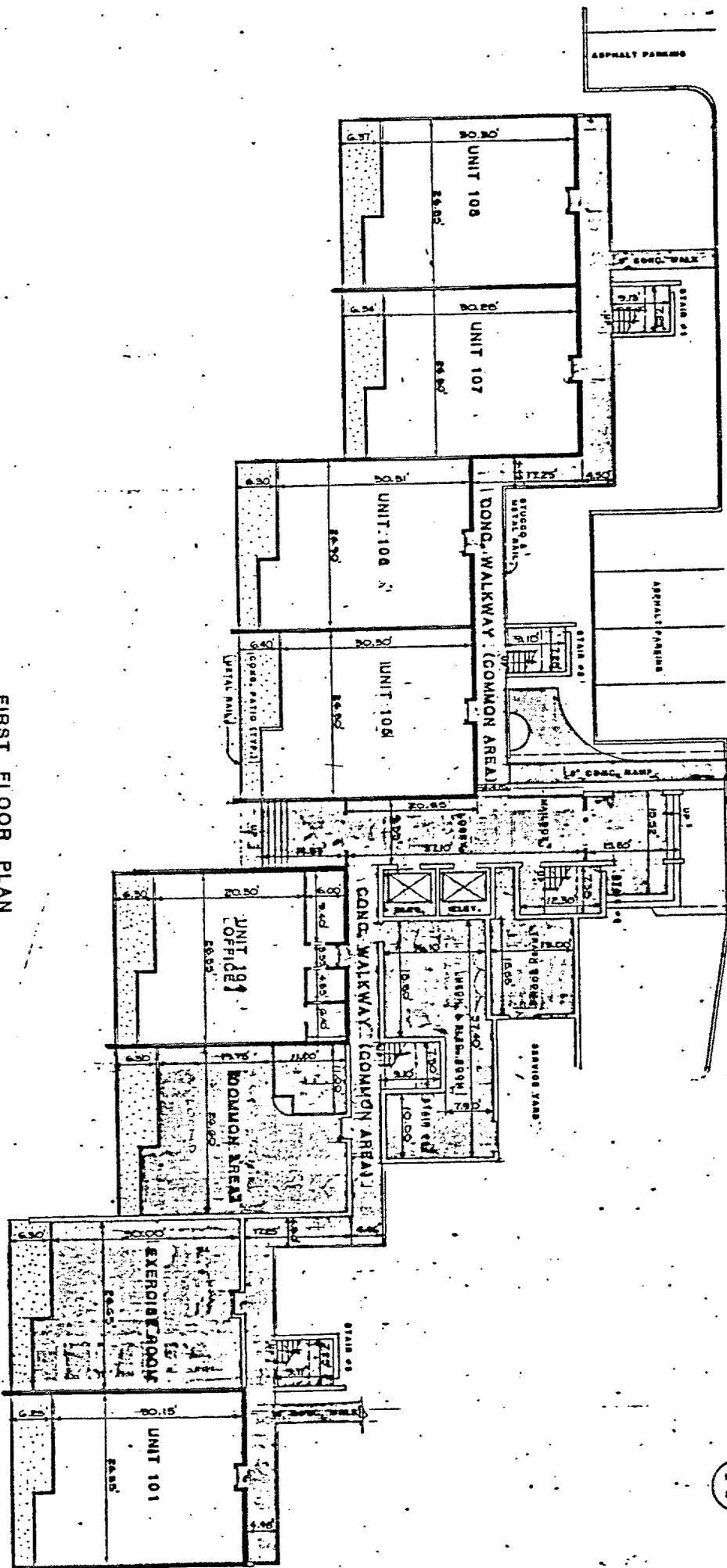
SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY 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 IS SUBSTANTIALLY COMPLETE SO THE MATERIALS WHICH COMPRISE THIS EXHIBIT TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSION OF THE IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM SAID MATERIALS.

[Signature]
RAYMOND E. RICHARDSON, FLORIDA REGISTRATION NO. 2535.

RAYMOND RICHARDSON & ASSOCIATES, INC.
POST OFFICE BOX 812
DESTIN, FLORIDA 32541

ONE SEAGROVE PLACE A CONDOMINIUM



LEGEND:

- UNIT 101 DENOTES UNIT NUMBER
- DENOTES FLOOR NUMBER
- DENOTES COMMON AREA
- DENOTES BOUNDARY OF CONDOMINIUM UNIT

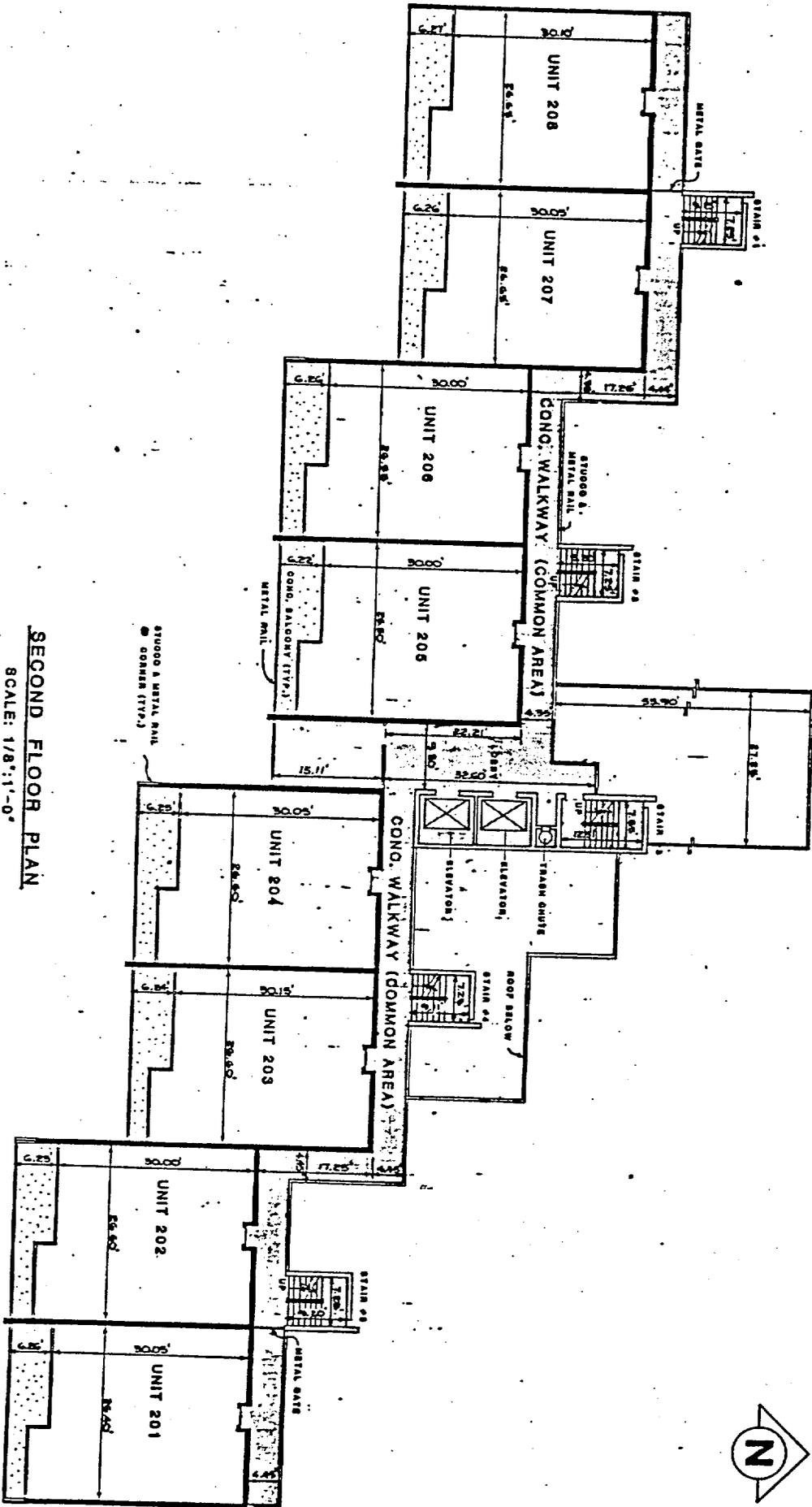
FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"
F.F.E.: 28.46'



NOTE: FOR RESOURCES ROOM AND TYPICAL UNIT DIMENSIONS SEE SHEET 01 OF 01.

ONE SEAGROVE PLACE A CONDOMINIUM



SECOND FLOOR PLAN

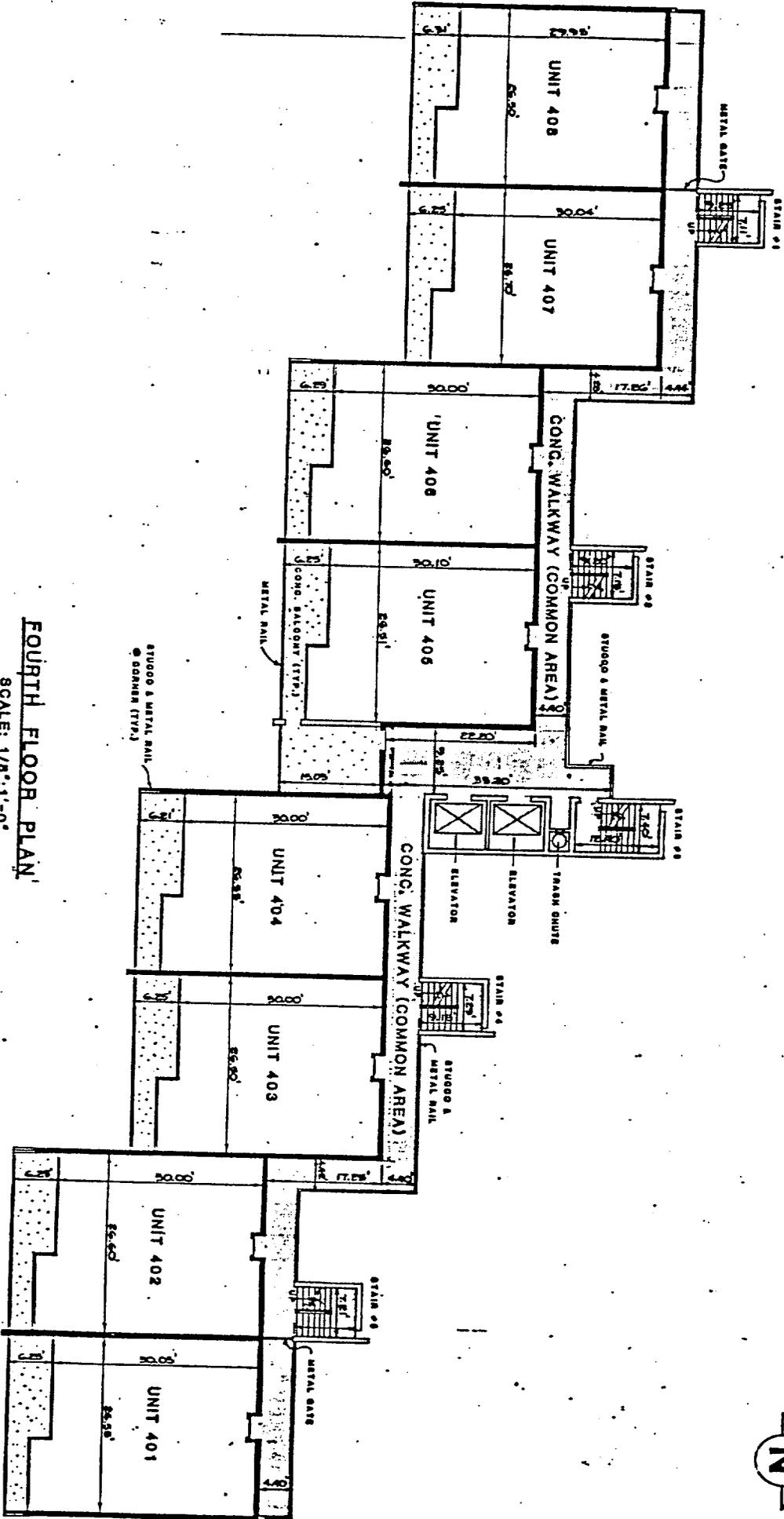
SCALE: 1/8"=1'-0"
F.E.E.: 37.11'

STUDD & METAL MAIL ROOM (TYP.)

NOTES FOR TYPICAL UNIT DIMENSIONS SEE SHEET 21 OF 21



ONE SEAGROVE PLACE A CONDOMINIUM



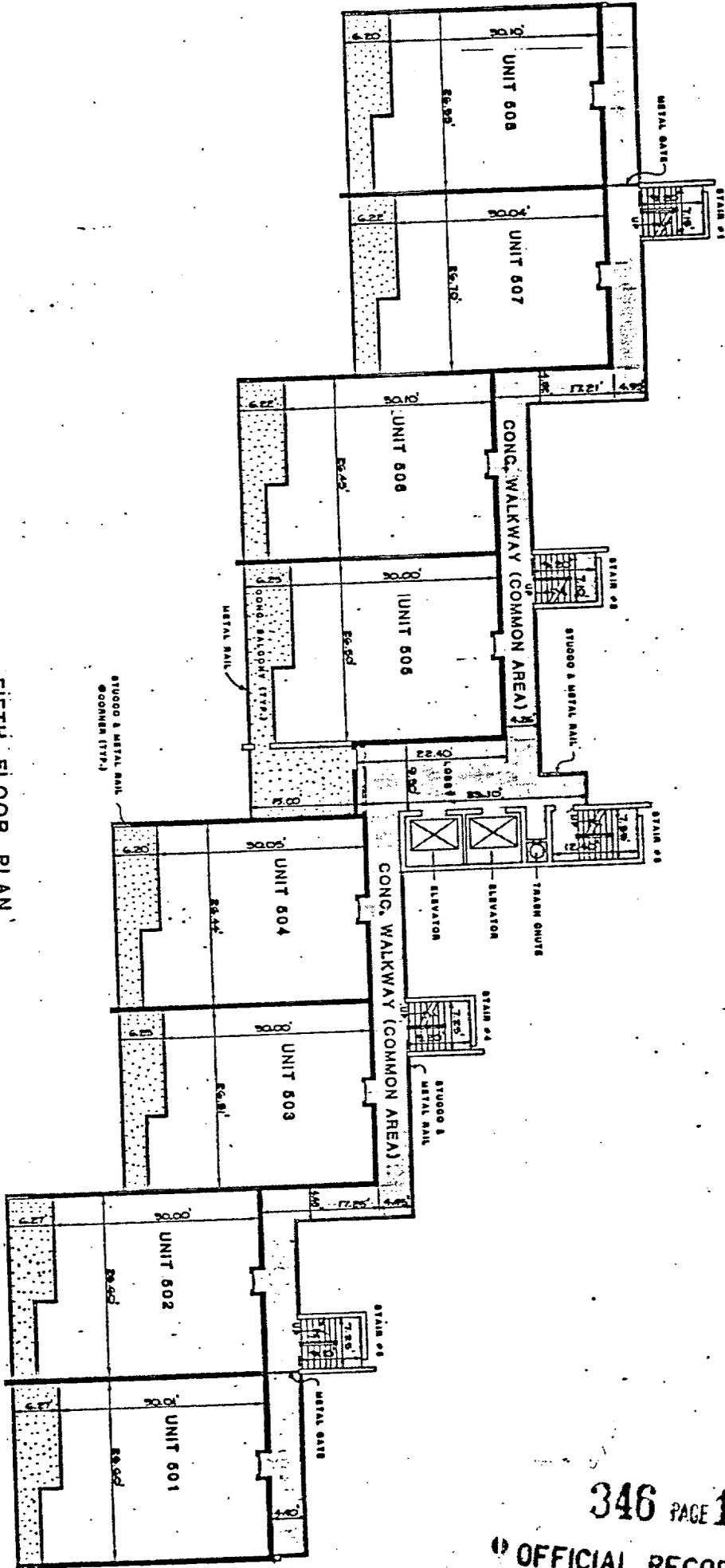
FOURTH FLOOR PLAN

SCALE: 1/8"=1'-0"
F.P.E. : 04.10'

NOTE: FOR TYPICAL UNIT DIMENSIONS SEE SHEET 03 OF 05.

OFFICIAL RECORDS

ONE SEAGROVE PLACE A CONDOMINIUM



FIFTH FLOOR PLAN

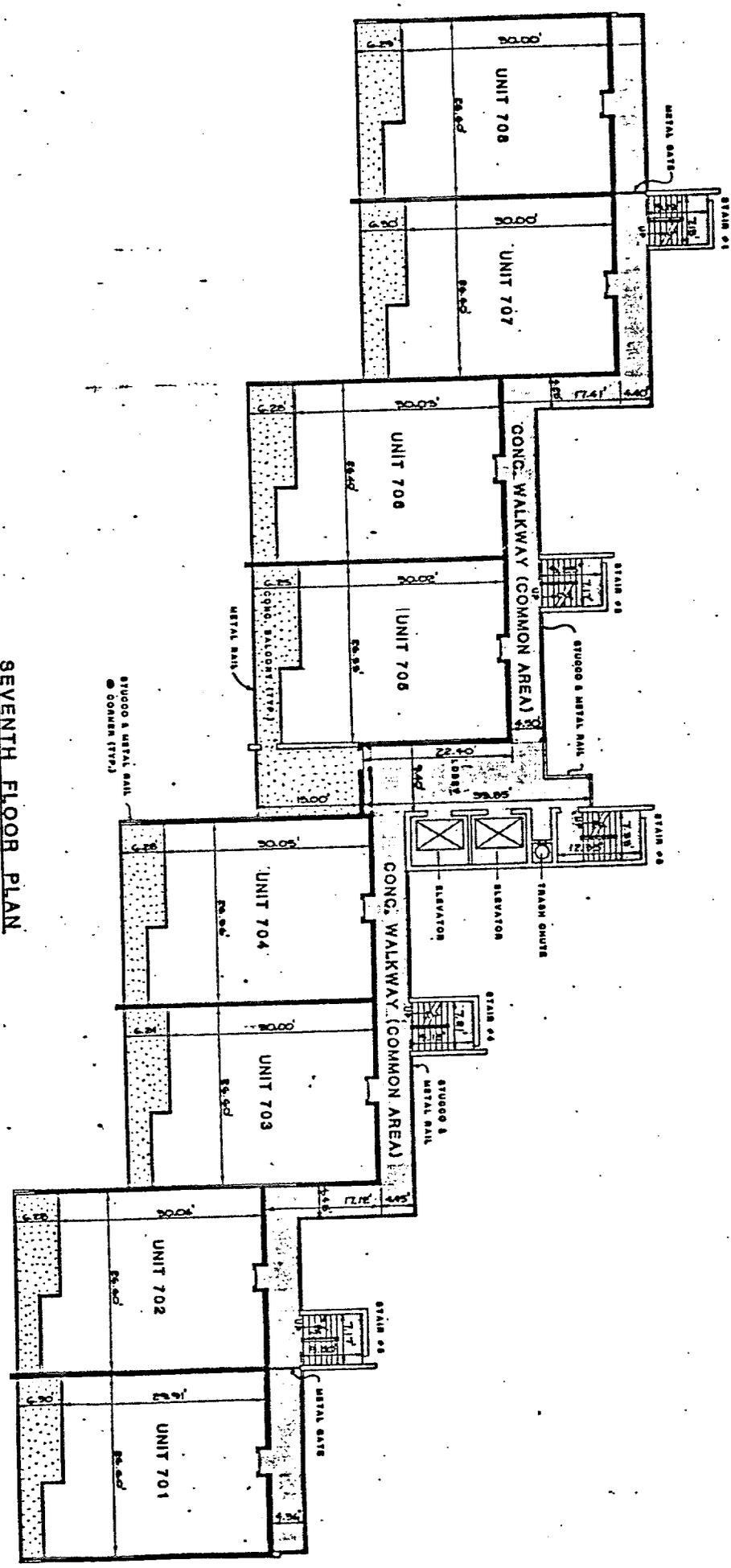
SCALE: 1/8"=1'-0"
F.P.E. : 02.70'

NOTE: FOR TYPICAL UNIT DIMENSIONS SEE SHEET 01 OF 01

OFFICIAL RECORDS

OFFICIAL RECORDS

ONE SEAGROVE PLACE A CONDOMINIUM



SEVENTH FLOOR PLAN

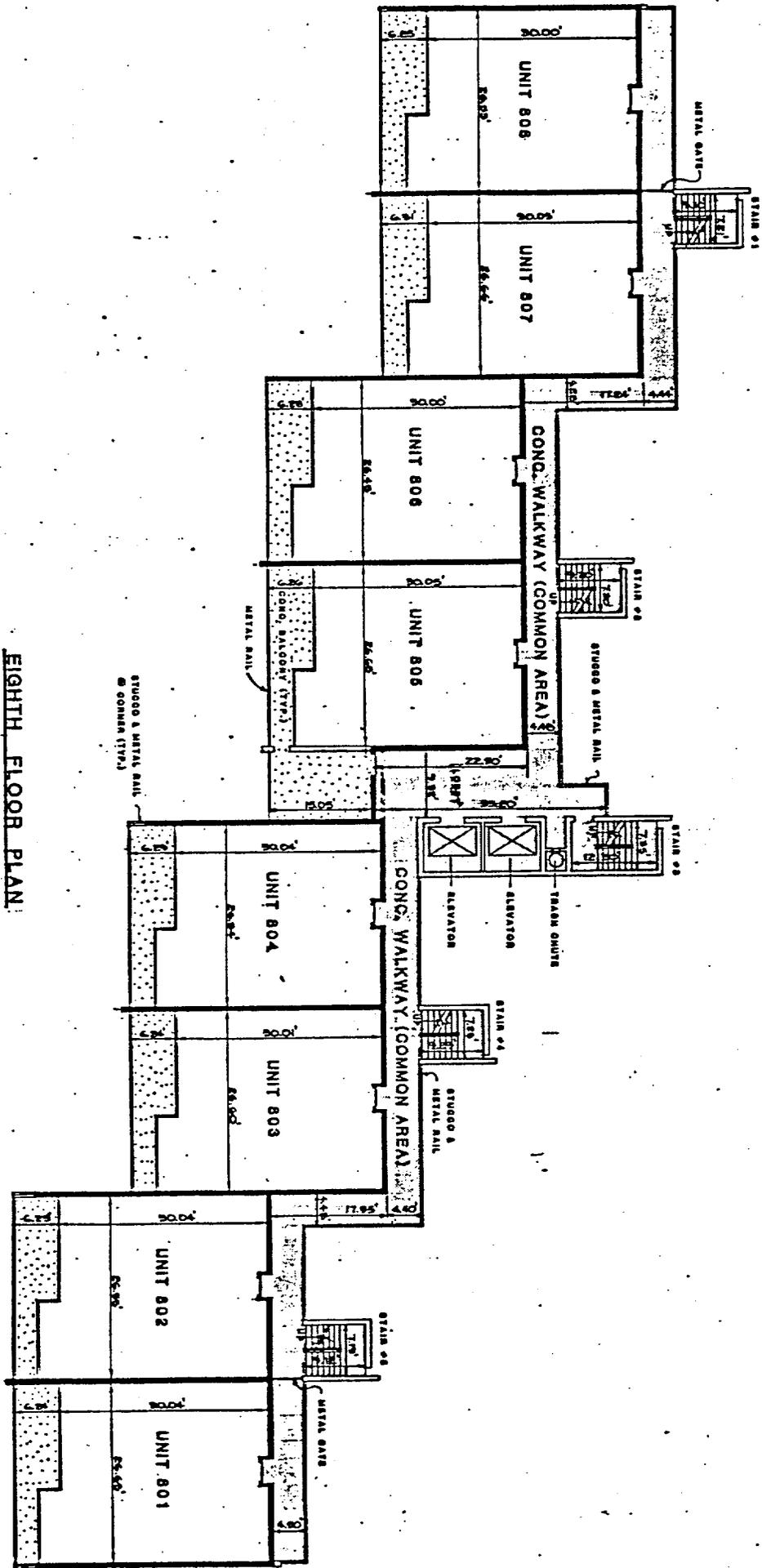
SCALE: 1/8"=1'-0"
F.F.E.: 79.86'

NOTE: FOR TYPICAL UNIT DIMENSIONS SEE SHEET 61 OF 61

SHEET 9 OF 61

OFFICIAL RECORDS

ONE SEAGROVE PLACE A CONDOMINIUM



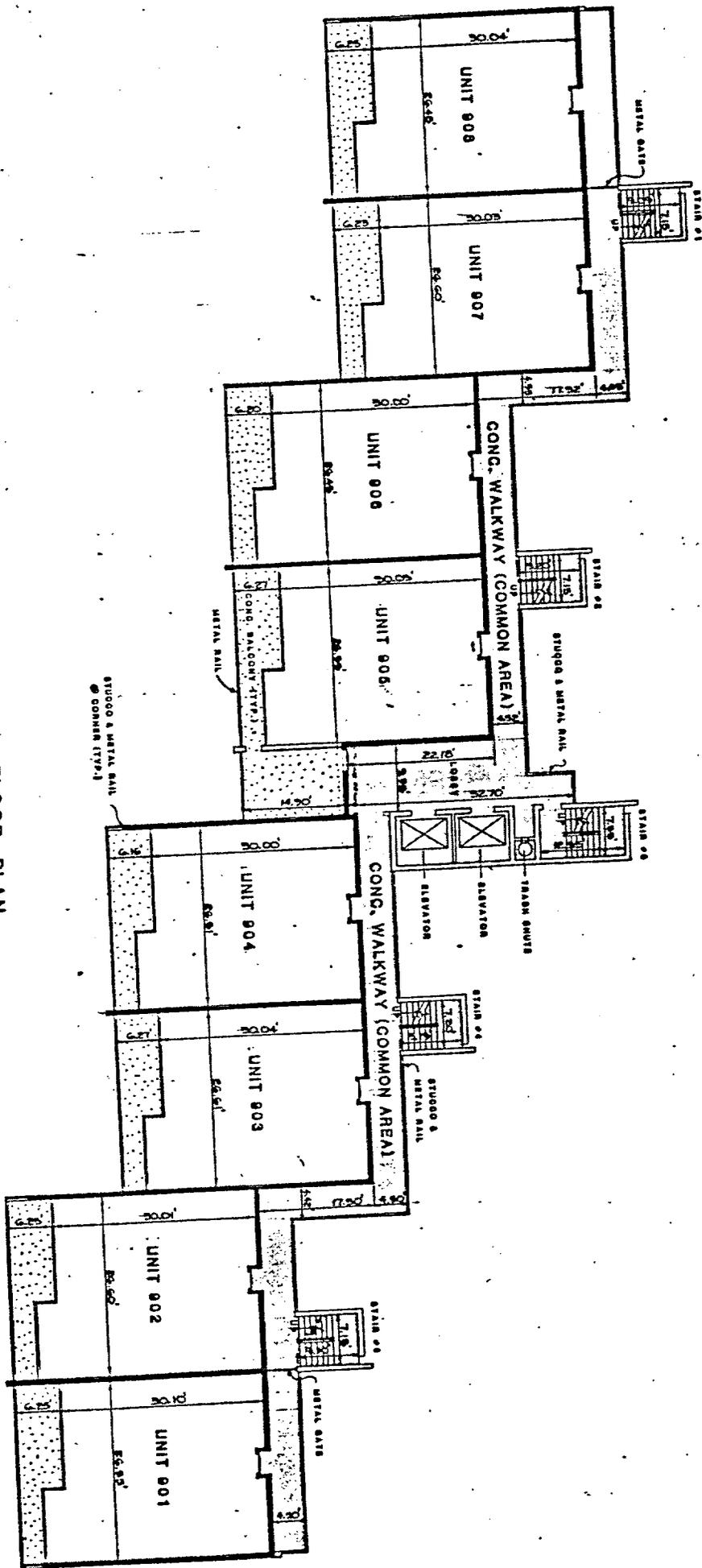
EIGHTH FLOOR PLAN

SCALE: 1/8"=1'-0"
F.P.E. : 88.50'

NOTE: FOR TYPICAL UNIT DIMENSIONS SEE SHEET 31 OF 33



ONE SEAGROVE PLACE A CONDOMINIUM



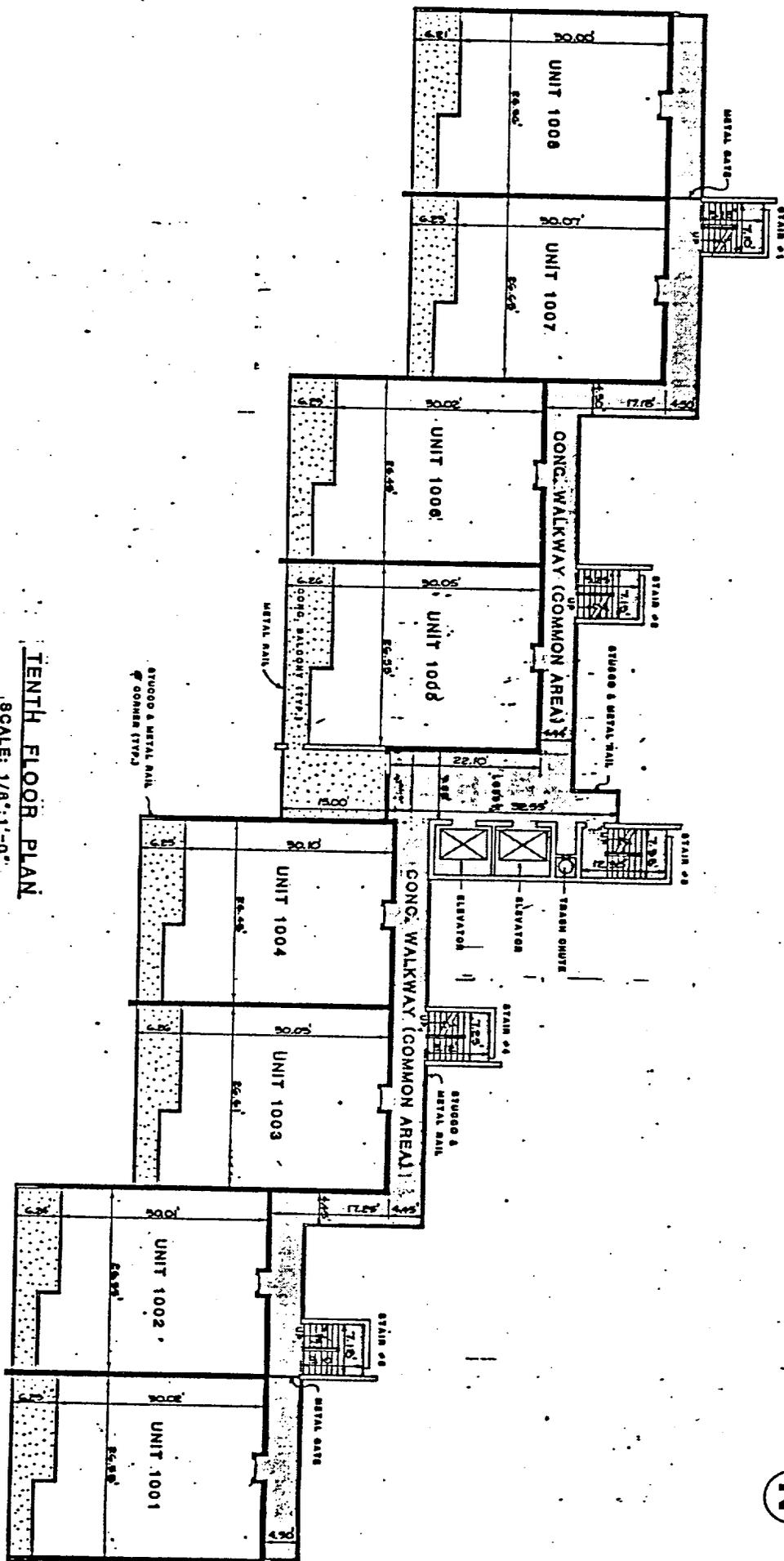
NINTH FLOOR PLAN

SCALE: 1/8"=1'-0"
P.F.E. : 97.01'

NOTE: FOR TYPICAL UNIT DIMENSIONS SEE SHEET 91 OF 91



ONE SEAGROVE PLACE A CONDOMINIUM



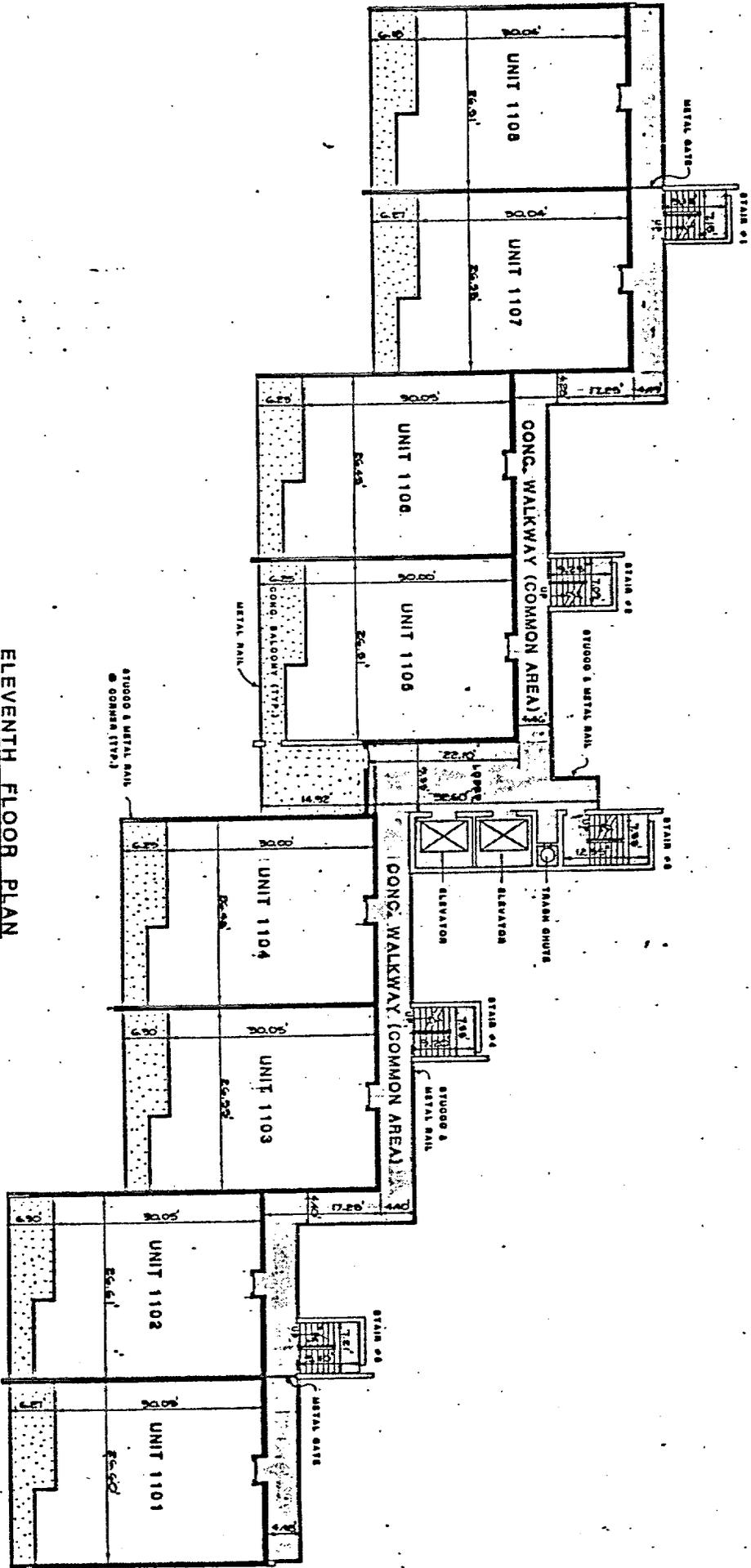
TENTH FLOOR PLAN

SCALE: 1/8" = 1'-0"
F.F.E. : 106.81'



NOTE: FOR TYPICAL UNIT DIMENSIONS SEE SHEET 01 OF 01

ONE SEAGROVE PLACE A CONDOMINIUM



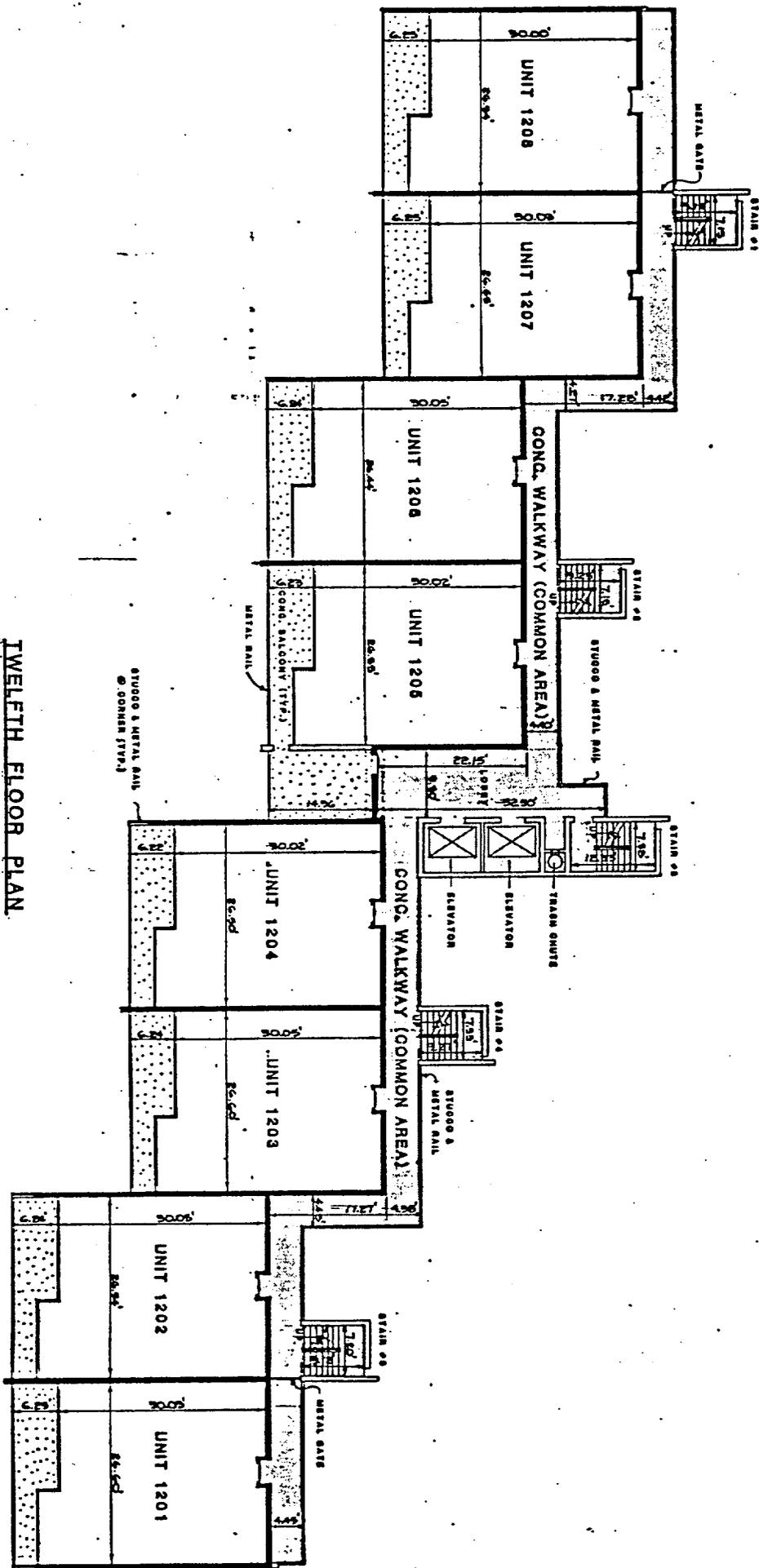
ELEVENTH FLOOR PLAN

SCALE: 1/8"=1'-0"
P.L.E.: 114.10'

NOTE: FOR TYPICAL UNIT DIMENSIONS SEE SHEET 01 OF 01

SHEET 10 OF 01

ONE SEAGROVE PLACE A CONDOMINIUM

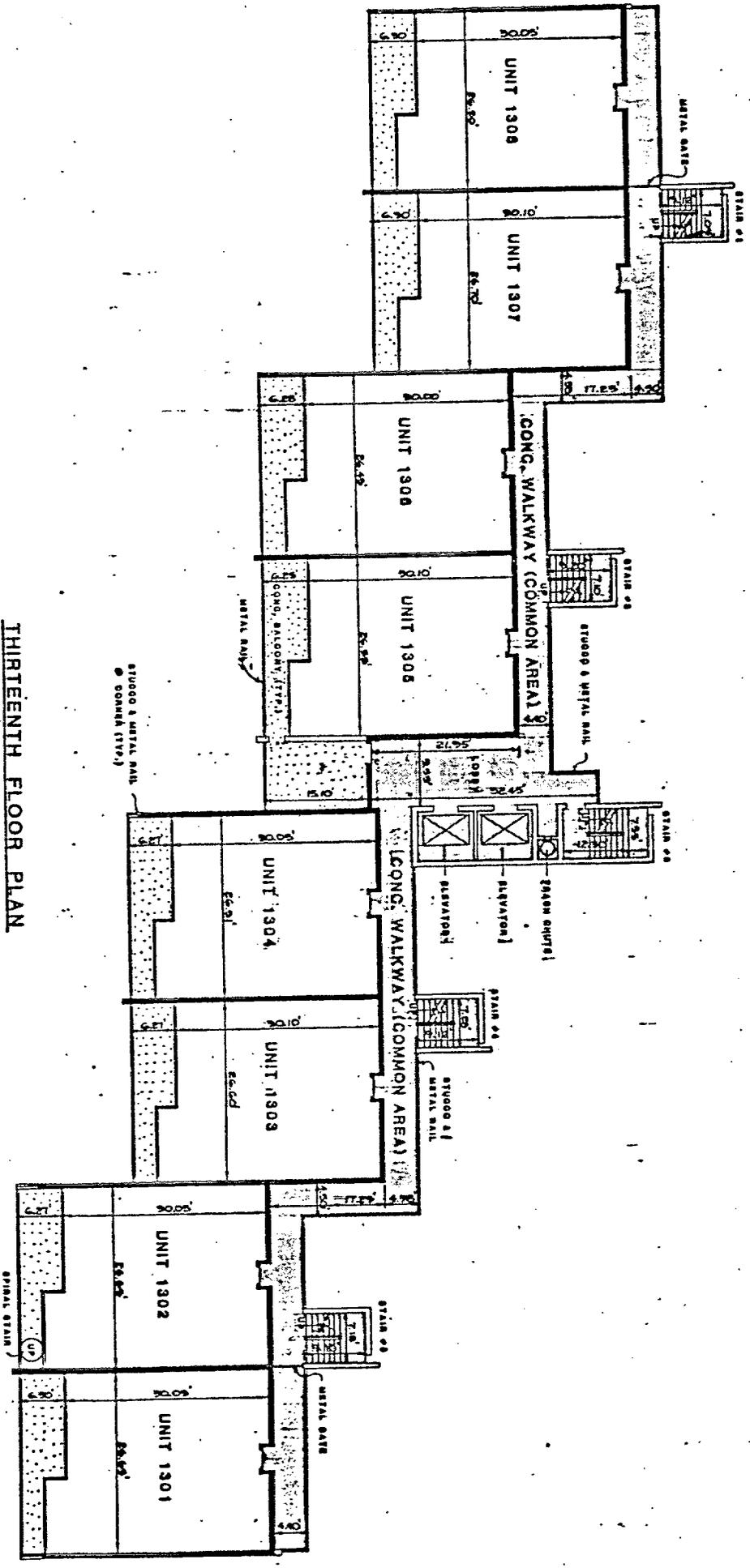


TWELFTH FLOOR PLAN

SCALE: 1/8"=1'-0"
F.P.E. : 122.70'

NOTE: FOR TYPICAL UNIT DIMENSIONS SEE SHEET 01 OF 01

ONE SEAGROVE PLACE A CONDOMINIUM

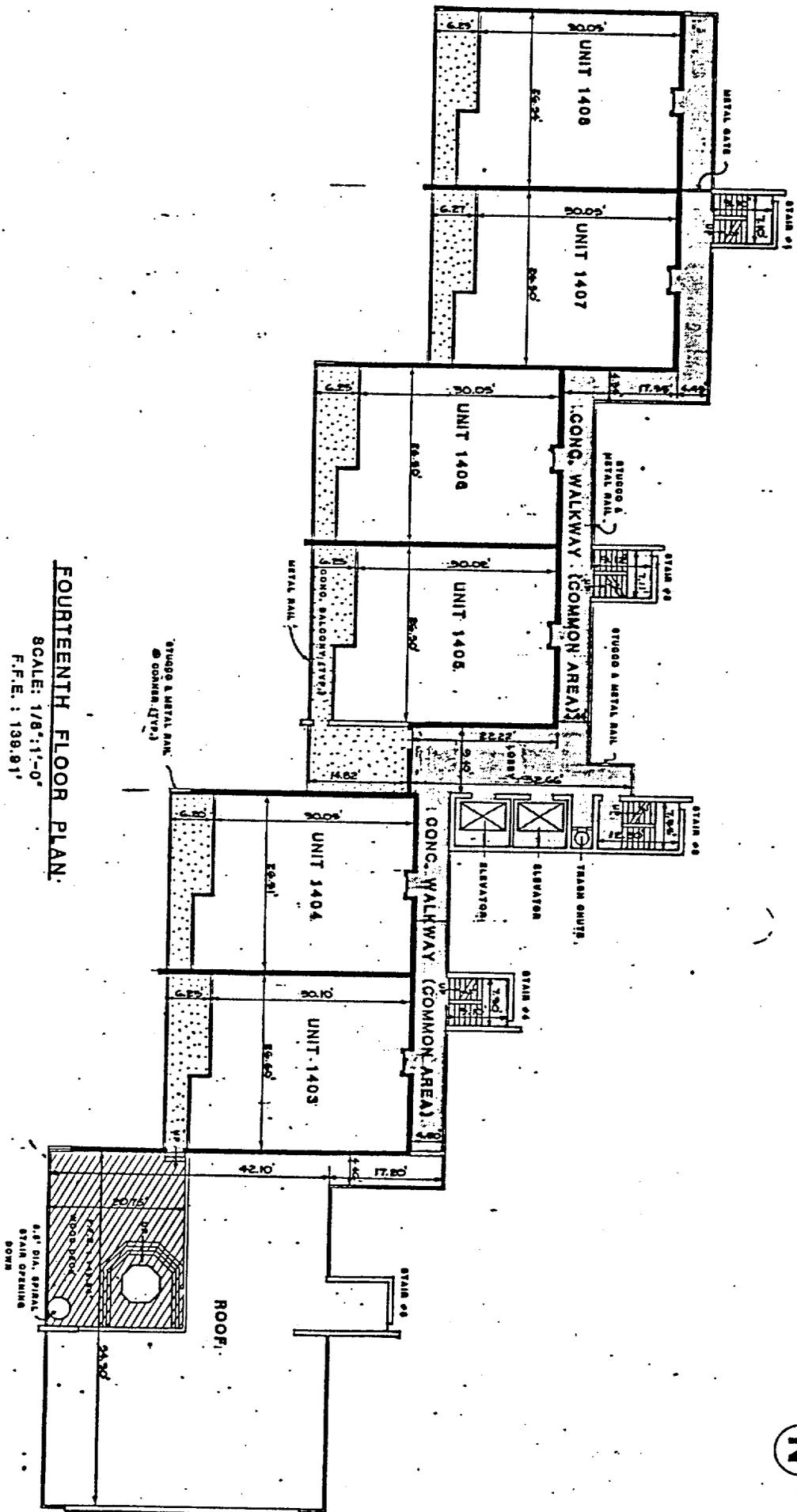


THIRTEENTH FLOOR PLAN

SCALE: 1/8"=1'-0"
F.P.E.: 131.31'

NOTE: FOR TYPICAL UNIT DIMENSIONS SEE SHEET 01 OF 03

ONE SEAGROVE PLACE A CONDOMINIUM



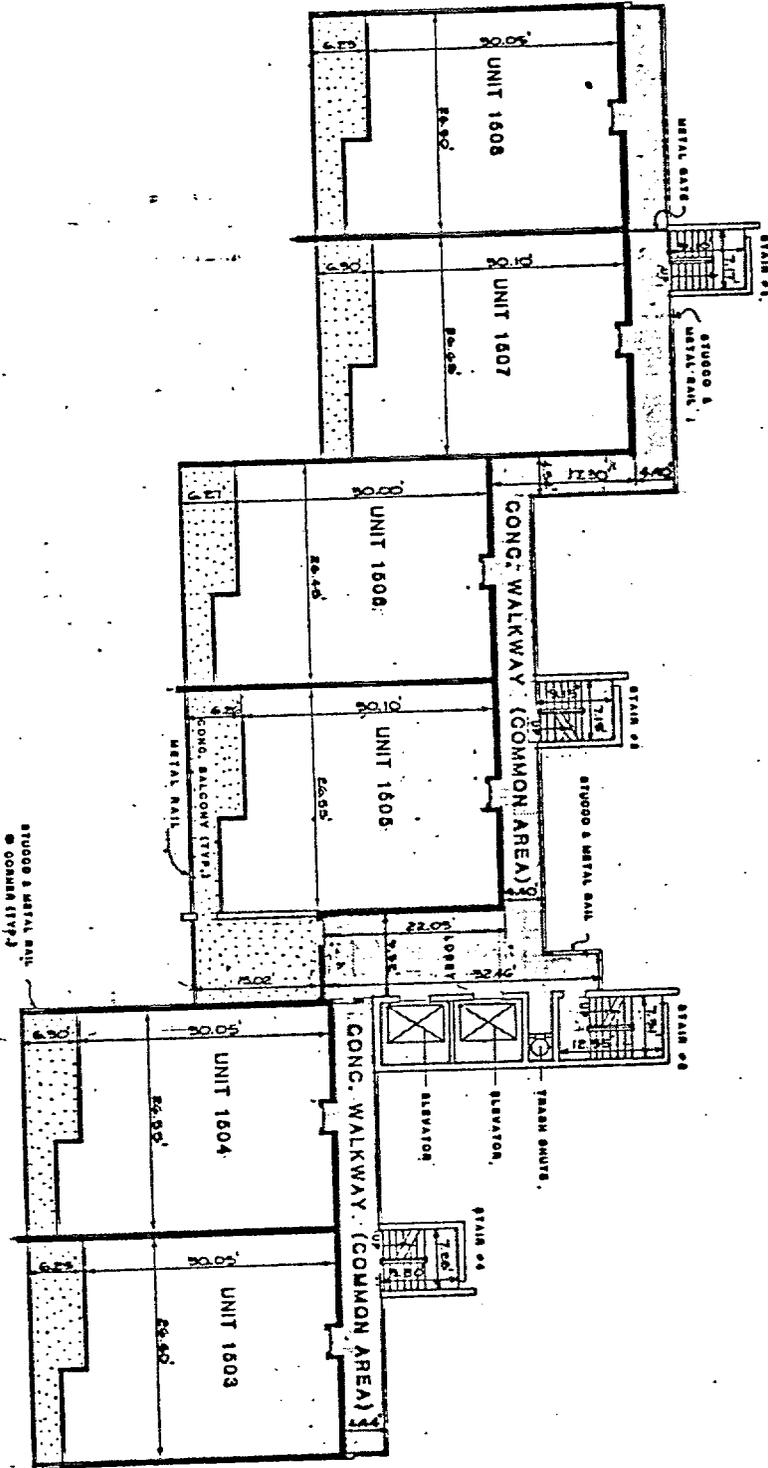
FOURTEENTH FLOOR PLAN.

SCALE: 1/8"=1'-0"
F.F.E.: 138.81'

NOTE: FOR TYPICAL UNIT DIMENSIONS SEE SHEET 21 OF 21



ONE SEAGROVE PLACE A CONDOMINIUM



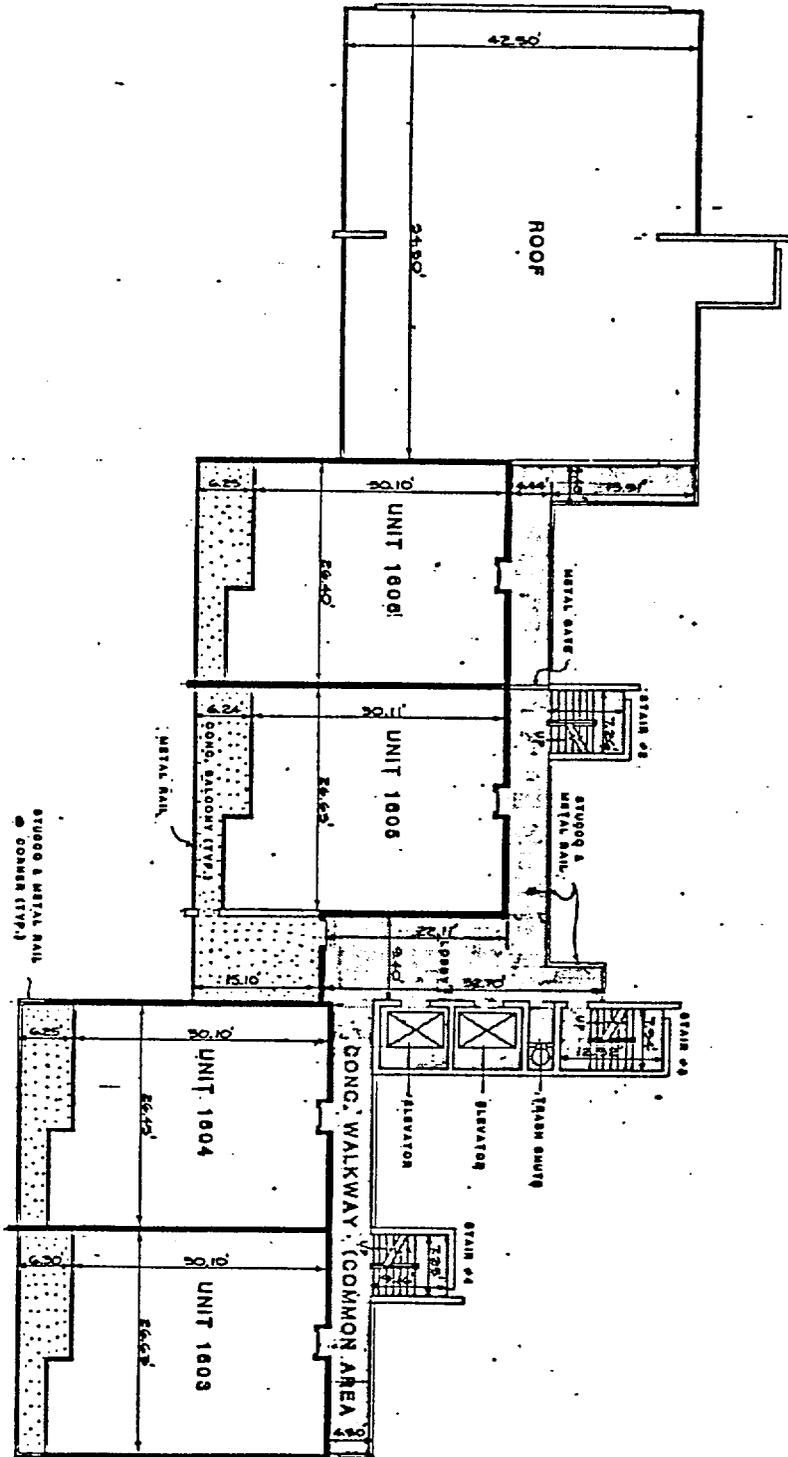
FIFTEENTH FLOOR PLAN

SCALE: 1/8"=1'-0"
F.F.E.: 148.46'

NOTE: FOR TYPICAL UNIT DIMENSIONS SEE SHEET 01 OF 01



ONE SEAGROVE PLACE A CONDOMINIUM



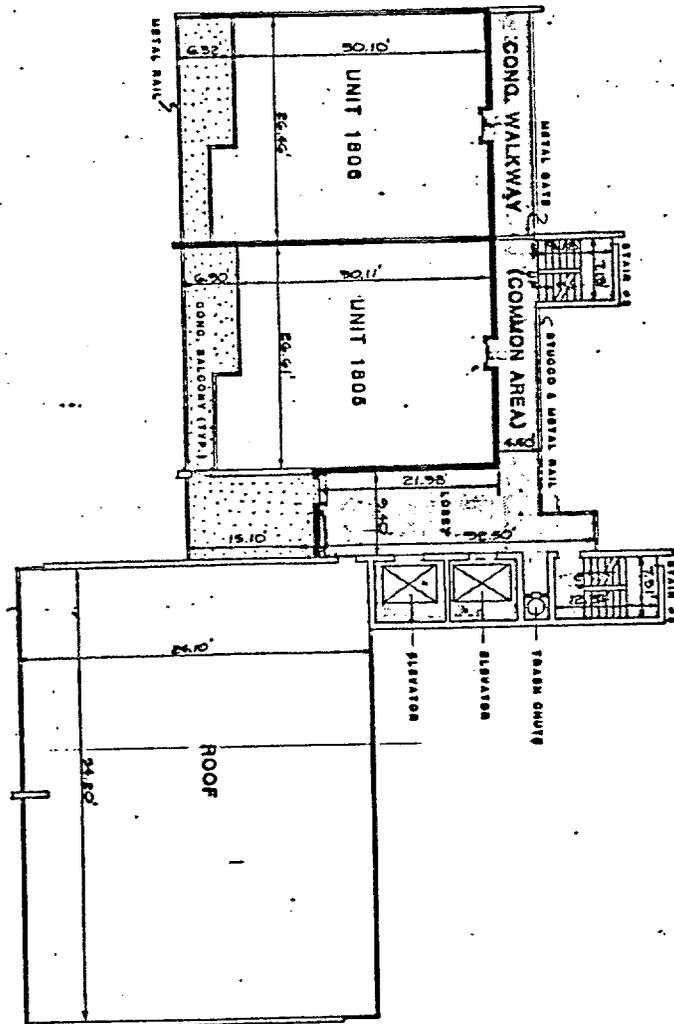
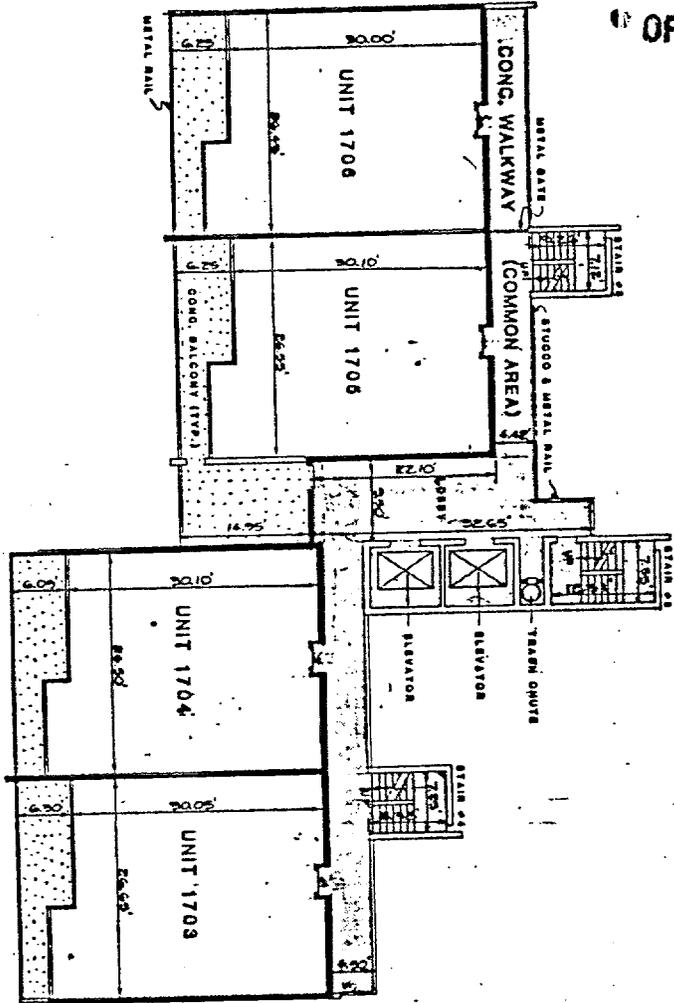
SIXTEENTH FLOOR PLAN

SCALE: 1/8"=1'-0"
F.F.E. : 167.08'

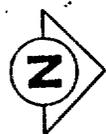
NOTE: FOR TYPICAL UNIT DIMENSIONS SEE SHEET 13 OF 31



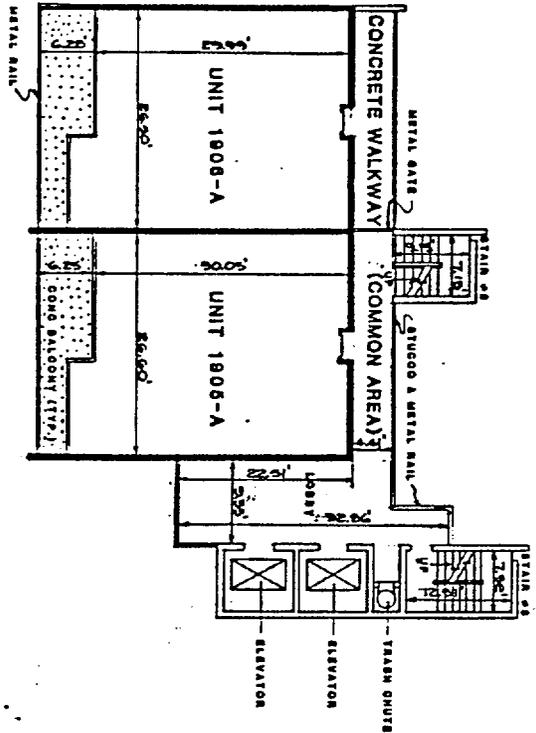
ONE SEAGROVE PLACE
A CONDOMINIUM



NOTES FOR TYPICAL UNIT DIMENSIONS SEE SHEET 01 OF 01

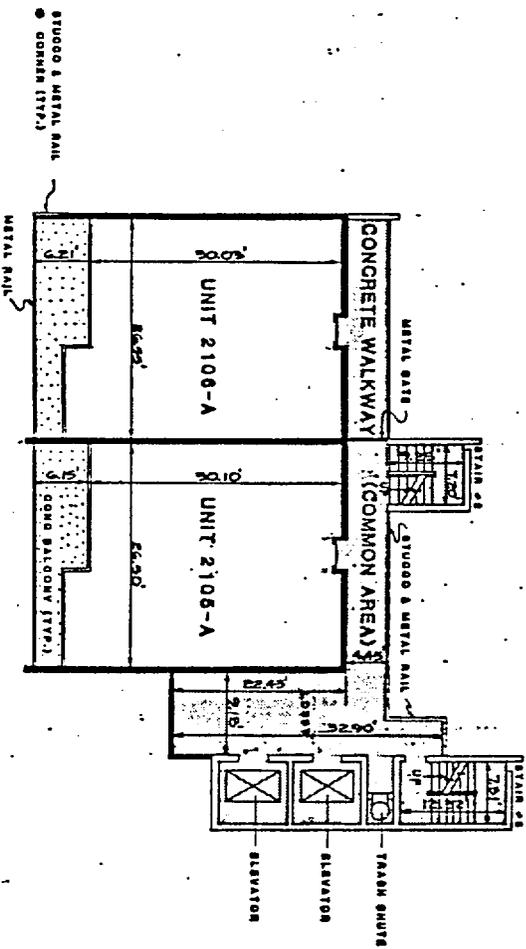


ONE SEAGROVE PLACE A CONDOMINIUM



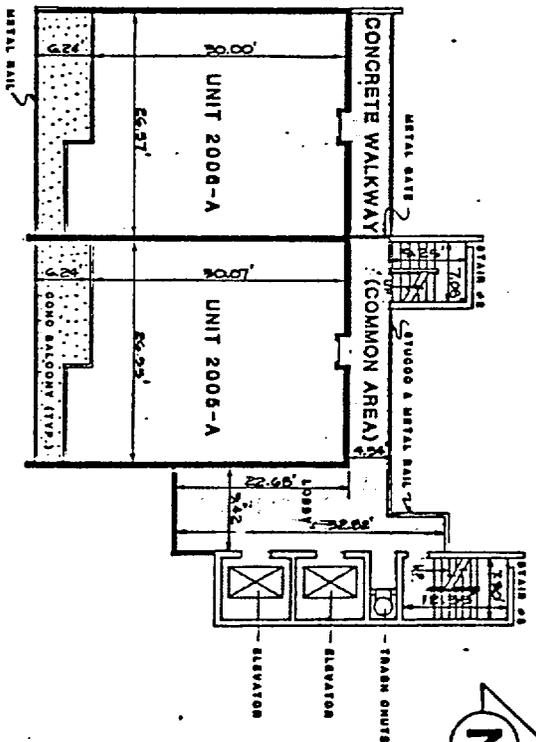
NINETEENTH FLOOR PLAN

SCALE: 1/8"=1'-0"
F.F.E.: 182.38'



TWENTIETH FLOOR PLAN

SCALE: 1/8"=1'-0"
F.F.E.: 189.86'



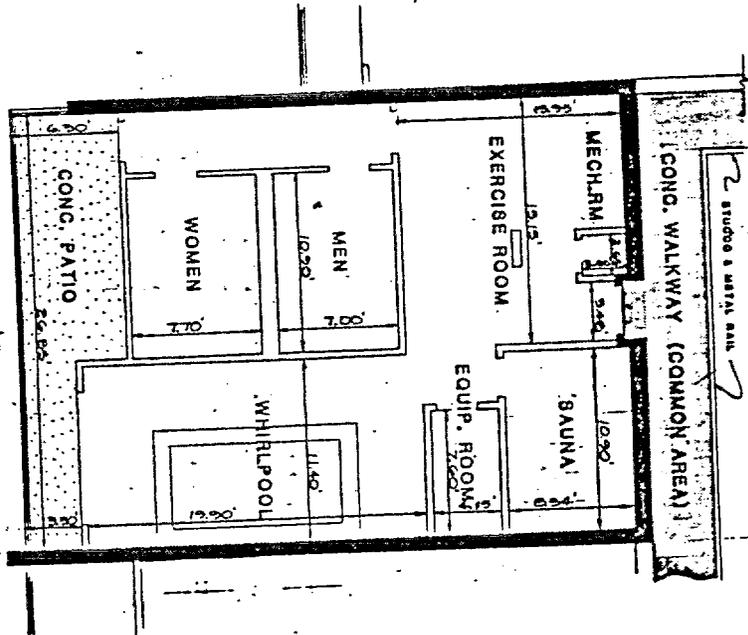
TWENTY-FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"
F.F.E.: 181.41'

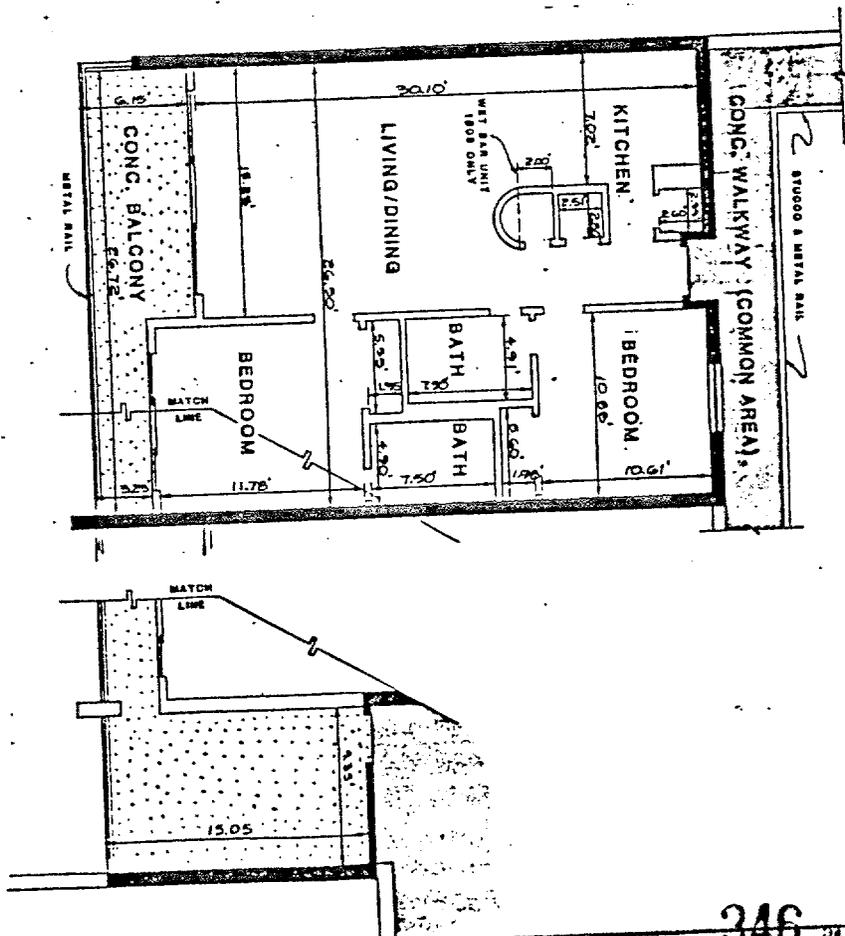
NOTE: FOR TYPICAL UNIT DIMENSIONS SEE SHEET 25 OF 21



ONE SEAGROVE PLACE A CONDOMINIUM



EXERCISE ROOM
SCALE: 1/4"=1'-0"



TYPICAL UNIT PLAN
SCALE: 1/4"=1'-0"
NOTE: UNIT DIMENSIONS MAY VARY (6.10')

EXHIBIT "C"

Each apartment owner shall own a share in the common elements and in any surplus possessed by the Association and be liable for common expenses as follows:

130 units - 1/130