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**GOVERNING DOCUMENTS AMENDMENT CERTIFICATE  
SILVER DUNES CONDOMINIUM OF DESTIN, INC.**

THE UNDERSIGNED, being the President of Silver Dunes Condominium of Destin, Inc., a Florida corporation not for profit, does hereby certify that the attached Amended and Restated Declaration of Condominium Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws were approved by the requisite vote of the members on December 20, 2019.

The original Declaration of Condominium for the Silver Dunes, a Condominium, is located at Official Records Book 661, Page 577, et. seq., Public Records of Okaloosa, Florida.

Madelin O  
Witness

ATTEST:  
Silver Dunes Condominium of Destin, Inc.

By: Mary O'Connor  
Mary O'Connor, Its President

J. Hall  
Witness

STATE OF TN  
COUNTY OF Shelby

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 13<sup>th</sup> day of Jan. 2020, by Mary O'Connor as President of Silver Dunes Condominium of Destin, Inc., a Florida Corporation, on behalf of the corporation, who is  personally known to me or  has produced Driver Lic. - TN (type of identification) as identification.

Emily Dawson  
Notary Public

Emily DAWSON  
Printed Name



**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**SILVER DUNES, A CONDOMINIUM**

**SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM-  
SEE CURRENT DECLARATION OF CONDOMINIUM FOR PRESENT TEXT**

**RECITALS:**

In a Declaration of Condominium recorded at O.R. Book 661, Page 577, *et seq.* of the Public Records of Okaloosa County, Florida, on July 15, 1972, the Condominium Developer did submit to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, that certain property situated in Okaloosa County, Florida, known as Silver Dunes Condominium. The original condominium plat is recorded at Condominium Plat Book 1, Pages 5A-5B, Public Records of Okaloosa County, Florida, and then revised at Condominium Plat Book 9, Pages 84-97, Public Records of Okaloosa County, Florida.

The Silver Dunes Declaration of Condominium has been amended as follows:

Amendment recorded at O.R. Book 813, Page 49, *et seq.*, Public Records of Okaloosa County, Florida;

Amendment recorded at O.R. Book 2212, Page 2724, *et seq.*, Public Records of Okaloosa County, Florida;

The submission of the land to the condominium form of ownership by that document is and will remain effective. No easements of record are intended to be impaired by the recording of this Amended and Restated Declaration of Condominium (hereinafter "Declaration"). By adoption of this Declaration, the Association Members hereby adopt certain amendments to the Declaration of Condominium and amendments thereof and hereby restate the Declaration in its entirety. By adoption of this Declaration, the Members of the Association ratify governance of the Condominium Property under the condominium form of ownership and the provisions of the Condominium Act, as defined in Article 1.1 hereof.

**1. DEFINITIONS.** As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

**1.1 "Act" or "Condominium Act"** means, except where specifically stated to the contrary, the Condominium Act (Chapter 718, Florida Statutes), as it now exists or as it may be amended from time to time, including the definitions therein contained.

**1.2** “**Articles**” means the Articles of Incorporation as attached hereto as Exhibit “B,” as they may be amended from time to time.

**1.3** “**Assessment**” means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Units.

**1.4** “**Association**” means SILVER DUNES CONDOMINIUM OF DESTIN, INC., a Florida Corporation Not For Profit, the entity responsible for the operation of the Condominium.

**1.5** “**Association Property**” means all property owned by the Association for the use and benefit of the Unit Owners.

**1.6** “**Board of Directors**” or “**Board**” or “**Directors**” means the representative body which is responsible for the administration of the Association’s affairs, and which is the same body that is sometimes referred to in the Condominium Act as the “Board of Administration.”

**1.7** “**Building**” means the structures in which the Units and portions of the Common Elements are located.

**1.8** “**Bylaws**” mean the Bylaws of the Association as attached hereto as Exhibit “C,” as they may be amended from time to time.

**1.9** “**Casualty**” for the purposes of this Declaration, and not for the purpose of construing coverage between any insurer and insured, means an event which causes damage to the Condominium Property due to some sudden, fortuitous cause, including (but not limited to) fire, flood, hail, wind, rain, vandalism, explosion, or bursting pipes, but does not include progressive decay or corrosion, or slow or continuous leaks.

**1.10** “**Charge**” means any legal or equitable indebtedness or monetary obligation of a Unit Owner to the Association, or other sums owed to or due to the Association from a Unit Owner, or any cost or expense incurred by the Association on behalf of or because of a Unit Owner, other than Assessments for Common Expenses, which the Unit Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

**1.11** “**Committee**” means a group of Board Members, Unit Owners, or Board Members and/or Unit Owners and/or other persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee, or the Directors of the Board, may dictate.

**1.12** “**Common Elements**” means and includes:

**1.12.1** The portions of the Condominium Property not included within the Units.

**1.12.2** Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility and other services to Units and the Common Elements.

**1.12.3** An easement of support in every portion of a Unit which contributes to the support of the Building, including but not limited to all load bearing interior walls within the Units.

**1.12.4** The property and installations required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements.

**1.12.5** Any other parts of the Condominium Property designated as Common Elements in this Declaration.

**1.13 “Common Expenses”** means those expenses for which Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Elements, operation of the in-house rental program, and such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the Bylaws or by the Association. Bulk interior pest control for Units, if provided by the Association is a Common Expense. Common Expenses include, but are not limited to, such items as cost of premiums for property and public liability insurance, repairs, replacements and expenses of upkeep, bulk pest control, lawn service, utility bills and governmental services (including but not limited to water, sewer, electricity and trash collection) for the Common Elements, pool service, recreational facilities and activities, janitor service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. The expenses of Communications Services are specifically considered a Common Expense, if so designated by the Board. Common Expenses also include reasonable insurance for Directors and Officers, road maintenance and operation expenses, and security services, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or Condominium Property. Common Expenses also include the expenses of any items or services required by any federal, state, or local governmental entity to be installed, or supplied to the Condominium Property by the Association, including, but not limited to, fire safety equipment or water and sewer service where a master meter services the Condominium.

**1.14 “Common Surplus”** means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses. Common Surplus shall be owned in the same undivided percentages as Common Elements are owned.

**1.15 “Communications Services”** means those services described in Section 202.11, Florida Statutes (2018), and for the purpose of this Declaration, shall be deemed to include, but not be limited to, bulk video, voice, or internet services.

**1.16 “Condominium Documents”** means this Declaration; the Plats, which are described above and incorporated as part of this Declaration by reference, attached hereto as Exhibit “A;” Articles of Incorporation of Silver Dunes Condominium of Destin, Inc. attached hereto as Exhibit “B;” Bylaws attached hereto as Exhibit “C;” and Rules and Regulations. The Rules and Regulations need not (but may) be recorded in the Public Records of Okaloosa County, Florida, in order to be valid.

**1.17 “Condominium Parcel”** means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit and when the context permits, the term includes all of the appurtenances to the Unit.

**1.18 “Condominium Property”** means the land and property interests subjected to condominium ownership under this Declaration, all improvements on the land as depicted in the Surveyor’s Plat, or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements filed of record and rights appurtenant thereto intended for use in connection with the Condominium. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property. References in the Condominium Documents to Condominium Property shall include Association Property, unless indicated otherwise.

**1.19 “County”** means the County of Okaloosa, State of Florida.

**1.20 “Declaration” or “Declaration of Condominium”** means this instrument, and as it may be amended from time to time.

**1.21 “Domestic Partners”** means two (2) adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other’s wellbeing, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other’s common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered married individuals for the purpose of the Condominium Documents.

**1.22 “Family” or “Single Family”** shall refer to any one of the following:

**1.22.1** One (1) natural person, his spouse or Domestic Partner, if any, and their custodial children, if any.

**1.22.2** Not more than two (2) natural persons not meeting the requirement of Article 1.21.1 above, who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

**1.22.3** The reference to “natural” herein is intended to distinguish between an individual and a corporation or other artificial entity. “Family member” is a person who resides in a Unit as part of the Owner’s Family, but is not a title holder.

**1.23 “Fractional Ownership” or “Unit Sharing”** means any arrangement (whether written or verbal) whereby multiple individuals, families, artificial entities, or other combinations acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating use rights among legal or beneficial owners, or others, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Unit.

**1.24 “Guest”** means any person who is not the Unit Owner or a Tenant or a member of the Owner’s or Tenant’s Family, who is physically present on or occupies the Condominium Property on a temporary basis at the expressed or implied invitation of the Unit Owner or other legally permitted Occupant, without the payment of consideration.

**1.25 “Insurable Event”** as described in the Act, shall have the same meaning as Casualty, as defined in Article 1.9 of this Declaration.

**1.26 “Insurable Improvements”** shall mean those portions of the Condominium Property required by the Act to be insured by the Association. If the Association or a Unit Owner has replaced any glass with impact glass which meets the applicable code at the time of such replacement, such glass and its related framework shall be considered part of the Insurable Improvements, unless prohibited by law.

**1.27 “Invitee” or “Licensee”** shall mean a person or persons expressly or impliedly allowed entry onto the Condominium Property for the purpose of conducting business with or providing services to a Unit or a Unit’s occupant, or otherwise entering the Condominium Property on a temporary basis at the expressed or implied consent of the Unit Owner or Unit Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

**1.28 “Lease”** when used in the context of the renting of Units, means the grant by a Unit Owner of a right of use of the Owner’s Unit for consideration. Leasing shall be construed to include any licensing or other arrangement with a third party where persons other than the Unit Owner are permitted to occupy the Unit for the payment of consideration to any party.

**1.29 “Lien for Charges”** means a lien which is recorded to secure a Charge.

**1.30 “Limited Common Elements”** means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in this Declaration. References herein to Common Elements shall include all Limited Common Elements, unless the context would prohibit or it is otherwise expressly provided. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, the delegation of maintenance responsibility for the area by or at the expense of the benefiting Unit Owner(s) shall serve to define the area as a Limited Common Element.

**1.31 “Limited Common Expenses”** means those expenses affiliated with the maintenance, repair, replacement, or reconstruction of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by the Act, and if so provided in this Declaration.

**1.32 “Maintenance”** shall mean, unless the context of a provision in the Condominium Documents requires otherwise, day-to-day cleaning, heavy cleaning, painting where applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement. The term “maintenance” shall not include repair after casualty, unless the context of

a provision in the Condominium Documents requires otherwise. Whenever a Unit Owner is obligated by the Condominium Documents or law to maintain, repair or replace portions of the Condominium Property, the Board of Directors shall have the authority to establish reasonable standards for such maintenance, repair or replacement, including mandating maintenance, repair or replacement of said items, when the Board deems same are reasonably necessary, and the specifications for replacement components, without need for Unit Owner approval notwithstanding any provision in this Declaration to the contrary.

**1.33 “Management”** shall mean the licensed Community Association Manager and/or Community Association Management Firm, employed or contracted by the Association to assist the Board and its Officers in the day-to-day operation of the Association. There is no requirement for the retention of Management.

**1.34 “Material Alteration or Substantial Addition”** means to palpably or perceptively vary or change the use, form, shape, elements or specifications of a Building or other portions of the Common Elements from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

**1.35 “Member”** means the record Owner(s) of legal title to a Unit.

**1.36 “Occupant”** Shall mean any individual in possession of the Unit including Unit Owners, Tenants and Invitees.

**1.37 “Officer”** means the executive Officers and Assistant Officers (if any) appointed by the Board as provided in the Bylaws.

**1.38 “Person”** means any individual or representative of an entity including a trust, an estate, or a domestic corporation, a foreign corporation, a professional corporation, a partnership, a limited partnership, a limited liability company, a foreign limited liability company, and an unincorporated association. Person also includes Unit Owners, Family members, Tenants, Guests, and Invitees. Whenever the word “Person” is used to require or prohibit certain conduct, it is the intention that the Owner of the Unit with which such Person is affiliated shall be responsible for ensuring such Person’s compliance with the Condominium Documents.

**1.39 “Plats”** shall mean all legal descriptions, site plans, surveys, and graphic depictions of record describing the Condominium Property. The Plats or portions thereof, are attached or summarized as Exhibit “A” to this Declaration. All Plats of record are incorporated herein by reference whether or not attached or separately described. The Plats may not reflect the actual configuration of the Condominium Property, as deviations from original as-built conditions may have been made over time.

**1.40 “Policies and Procedures”** means the administrative policies of the Board adopted in writing from time to time, including those documented in minutes of the Board or correspondence issued under the authority of the Board. Policies and Procedures shall be deemed part of the Rules and Regulations, and hence part of the Condominium Documents.

**1.41 “Rules and Regulations”** means those rules and regulations promulgated by the Board of Directors, concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and the administration and operation of the Association (including Policies and Procedures), subject to any limitations contained in this Declaration.

**1.42 “Tenant” or “Lessee”** means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc. The term “Tenant” shall be used interchangeably with “Lessee.”

**1.43 “Unit”** means a part of the Condominium Property subject to exclusive ownership.

**1.44 “Unit Owner” or “Owner” or “Member”** means the record Owner of a Condominium Parcel. Wherever a portion of the Condominium Documents, including the Rules and Regulations, proscribes, restricts, prohibits, governs or requires that a “Unit Owner” take or refrain from taking any action, or engage or refrain from engaging in any conduct, or providing for liability to the Association arising from such acts or conduct or the failure to take required action or engage in required conduct, the term Unit Owner shall be deemed to include, unless the context specifically suggests otherwise, the Unit Owner’s Family, Tenants, Guests, Licensees and Invitees, and as may be applicable, as well as authorized employees or agents of such persons.

**1.45 “Utility” or “Utility Services”** as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Condominium Documents, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, video and Communication Services, air conditioning and garbage and sewage disposal.

**1.46 “Voting Interests”** means and refers to the arrangement established in the Condominium Documents by which each Owner of a Unit collectively are entitled to one (1) vote in the Association matters. There are 98 Units, so the total number of Voting Interests is 98.

**2. STATEMENT OF CONDOMINIUM DECLARATION.** King-Strader, Inc. submitted the property described above to condominium ownership in accordance with Florida Statutes.

**3. CONDOMINIUM NAME.** The name by which this Condominium is identified is “Silver Dunes Condominium, A Condominium.”

**4. UNIT IDENTIFICATION.** The identification of each Unit shall be by number and shall be as indicated on the Plats.

**5. SURVEY AND GRAPHIC DESCRIPTION.** A survey of the land previously submitted to condominium ownership and a plat thereof describing each Unit, Common Elements and their relative location and the approximate dimensions of each Unit are as shown on the Plats.

**6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS.** The voting rights of each Owner of a Unit shall be 1/98th (one Voting Interest per Unit). Voting rights may be suspended



pursuant to the terms of the Condominium Documents and/or Florida law. The sharing of Common Expenses and ownership of Common Elements and Common Surplus shall be on a 1/98th basis. Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Elements and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately hypothecated. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

**7. EASEMENTS.** Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium, unless released in connection with termination of the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easements.

**7.1 Utility and Other Easements.** The Association, through the Board of Directors, has the power, without joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other communications, information or internet service easements, or other access, Utility or service easements, or relocate any existing easements, in any portion of the Condominium Property or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association, through the Board of Directors, may also transfer title to Utility-related equipment, facilities or material, and may take any other action to satisfy the requirements of any Utility company or governmental agency. Each Owner grants to the Board of Directors an irrevocable power of attorney to execute, acknowledge and record for and in the name of each Owner such instruments as may be necessary to effectuate the foregoing.

**7.2 Owner Rights in Easements.** Each Owner shall also have an easement in common with the Owners of the other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and all other utility distribution systems, whether or not Common Elements, located in any of the other Units or in any other part of the Property, to the extent any such pipe, duct, cable, wire, conduit, public utility line or other utility distribution system Unit or is necessary for service to a Unit.

All Unit Owners shall have a non-exclusive perpetual easement to use all entrance drives, parking spaces, ramps, drive aisles, sidewalks, walkways, stairwells, hallways and corridors within the Common Elements as are required for pedestrian and vehicular access to and from the Common Elements including having emergency access from the Unit as required by fire and safety regulations including but not limited to the recreational facilities, trash room and chutes, ice machine alcoves and the laundry and maintenance rooms.

**7.3 Encroachments.** If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any Common Elements encroach upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

**7.4 Ingress and Egress.** A non-exclusive easement shall exist in favor of each Unit Owner, Occupant, their respective Guests, Tenants, and Invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

**7.5 Maintenance, Repair and Replacement.** Easements exist through, over and beneath the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Such access to the Units shall be only during reasonable hours, except that access may be had at any time in case of emergency.

**7.6 Support.** Every portion of a Unit contributing to the support of the Building shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the Building.

**7.7 Easements of Record.** Any other valid easements encumbering the Condominium Property which are not specifically listed herein but were properly granted and remain listed in the Public Records of Okaloosa County, Florida.

**8. CONDOMINIUM UNITS AND APPURTENANCES.** Condominium Units are those cubicles of space, and all improvements constructed therein identified and described in the Plat, Exhibit "A." The horizontal and vertical boundaries of the Condominium Units shall be as follows:

**8.1 Horizontal Boundaries:** The upper and lower boundaries of the Units shall be the following boundaries extended to an intersection with the perimetrical boundaries:

**8.1.1 Upper Boundary** – The horizontal plane of the lower surfaces of the undecorated / unfinished ceiling slab.

**8.1.2 Lower Boundary** – The horizontal plane of the upper surfaces of the undecorated / unfinished floor slab.

**8.2 Perimetrical Boundaries:** The perimetrical boundaries of the private dwelling shall be the vertical planes of the undecorated / unfinished interior of the walls bounding the Units extended to intersections with each other and the upper and lower boundaries. Where there is attached to the Building a balcony or other portion of the building serving on the adjacent Unit, the perimetrical boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of ground floor Units, such boundaries include the terraces and other portions of the Building serving such adjoining Unit.

**8.3 Exclusive Use.** Each Unit Owner shall have the exclusive use of his Unit. The Owner of each Unit shall be entitled to the exclusive fee simple ownership and possession of its Unit, subject only to the covenants, conditions, restrictions, easements, uses, limitations, obligations, rules and regulations set forth in the Condominium Documents, or adopted by the Board of Directors of the Association.

**8.4 Appurtenances.** The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto whether or not separately described, all of the rights, title and interest including but not limited to:

**8.4.1 Common Elements.** An undivided share of the Common Elements, such undivided share to be that proportion set forth in Article 6 hereof.

**8.4.2 Easements.** For the benefit of the Unit. Provided, however, that the Association may suspend the right to use Common Elements or Association Property and suspend other rights or services as permitted by the Act.

**8.4.3 Association Membership** and interest in funds and assets held by the Association, provided that funds of the Association are not divisible and may not be separately hypothecated and further provided that the Association may suspend voting rights and other incidents of membership as provided by the Act.

**8.4.4 Limited Common Elements.** The right to exclusive use of the Limited Common Elements designated by this Declaration.

**8.5 Easement to Air Space.** The appurtenances shall include an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time.

**9. MAINTENANCE, ALTERATION AND IMPROVEMENTS.** Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

**9.1 Association Maintenance, Repair and Replacement Obligation.** The Association shall have the obligation to arrange for the prompt performance of maintenance, repair and replacement of all Common Elements and Association Property, and the cost shall be considered a Common Expense, except as may otherwise be specifically noted with respect to Limited Common Elements. The Board of Directors shall have the authority to declare Units in the Condominium not available for occupancy when, in the reasonable discretion of the Board, considerations of safety result in a finding by the Board that a Unit or Units should not be occupied during such periods of work.

**9.1.1 General Exterior and Structural Maintenance.** The Association's maintenance, repair and replacement responsibility shall include, but not be limited to, exterior painting, structural maintenance of the Buildings, roofing, maintenance of parking facilities (except as otherwise provided herein to the contrary), landscaping and general exterior

maintenance, but shall not include maintenance, repair and replacement of sliding glass doors, hurricane shutters, nor any alteration or addition to the Condominium Property made by a Unit Owner or his predecessors in title, nor any portions of the Condominium Property exposed to the elements by a Unit Owner or any structural element for which this Declaration delegates responsibility to the Unit Owner.

**9.1.2 Plumbing and Electrical.** The Association's maintenance, repair and replacement responsibility includes, except as may be specifically otherwise provided to the contrary, without limitation, all electrical conduits and installations located from (but not including) the circuit breaker outward; electrical conduits and installations located within or outside a Unit for the furnishing of Utility Services to another Unit, more than one Unit, or the Common Elements; plumbing fixtures and installations located within or outside a Unit for the furnishing of Utility Services to another Unit, more than one Unit, or the Common Elements. The Association's maintenance, repair and replacement responsibility does not include electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit and serving only that Unit, said items being the maintenance responsibility of the Unit Owners.

**9.1.3 Windows.** The Association shall maintain, repair and replace the window installations originally installed by the Developer or subsequent replacement thereof. The Association's maintenance responsibility includes the window frame and encasement, the plate glass, and all caulking thereof. The Association shall be responsible for interior window locking and opening mechanisms, the windowsill and glass breakage due to any cause.

**9.1.4 Unit Front Entry Door.** The Association shall maintain, repair and replace Unit front entry door.

**9.1.5 Incidental Damage.** If, in connection with the discharge of its maintenance, repair or replacement responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner is required to maintain, repair, or replace, the Association shall be responsible for reinstallation or replacement of that item, including cabinetry, drywall and moldings, to its unfinished state, and specifically excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, and other finishes, and further provided that the Association's obligations are limited to the replacement of items that were part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality, and except in cases of Casualty repair, or repair of damage caused by a covered cause of loss under the Association's applicable insurance policy, which shall be governed by Article 13 of this Declaration. When a Building component must be replaced with an upgraded component to comply with current laws, ordinances, or codes, the Unit Owner shall be responsible for the additional costs, secured by a Lien for Charges, for the amount by which the upgraded component exceeds the cost of a like kind replacement. Repair or replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner, specifically including but not limited to hurricane shutters which the Association must remove in connection with the maintenance of the Building, although the Association may have shutter reinstallation work performed by its contractor, and the Unit Owner will be responsible for reimbursement to the Association as a Charge.

**9.2 Unit Owner Maintenance, Repair and Replacement Obligation.** Each Unit Owner is responsible, at his own expense, for all maintenance, repair, and replacement of his own Unit and those Limited Common Elements serving his Unit, to the extent provided herein, whether ordinary or extraordinary, including, without limitation:

**9.2.1 Windows Treatments.** The Unit Owner shall be responsible to maintain, repair, and replace all window treatments.

**9.2.2 Drywall and Finishes.** The Unit Owner shall maintain, repair and replace all drywall within the Unit, the finishes thereof (including trim), and the structural framing related thereto, including studs and insulation, except that the Association shall maintain, repair and replace drywall on the interior side of the exterior boundary walls, and the drywall on the ceiling of the Units, and the permanent finishes on ceilings, if any (but not paint or other cosmetic finishes).

**9.2.3 Electrical.** The Unit Owner shall maintain, repair and replace all electrical fixtures, apparatus or installations located within the Unit, which service only the individual Unit plus all electrical fixtures, apparatus or installations from and including the circuit breaker inward, which service only that Unit.

**9.2.4 Sliding Glass Doors.** The Unit Owner shall maintain, repair and replace sliding glass doors and the structural components thereof including frames, screens (if applicable), fixed panels, the tracks therefore, all door hardware, trim, and caulking, subject to the provisions of Article 9.11.

**9.2.5 Other Doors.** The Unit Owner shall maintain, repair and replace all other interior doors and the framing and structural components thereof, including trim, caulking, locks and hardware within or servicing the Unit, subject to the provisions of Article 9.11.

**9.2.6 Window Screens.** The Unit Owner shall maintain, repair and replace all window screens.

**9.2.7 Hurricane Shutters.** The Unit Owner shall maintain, repair and replace hurricane shutters and the structural components thereof, subject to the provisions of Article 9.11.

**9.2.8 Electrical, Plumbing and Mechanical Fixtures.** The Unit Owner shall maintain, repair and replace the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related fixtures and installations.

**9.2.9 Appliances.** The Unit Owner shall maintain, repair and replace all appliances within the Unit.

**9.2.10 Heating and Air Conditioning Equipment; Ductwork.** The Unit Owner shall maintain, repair and replace all portions of the heating and air conditioning equipment (including compressors, air handlers, ductwork, freon lines and discharge lines), dryer vents to the

point of termination (even if exterior to the Unit), air conditioner or air handler discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit) which serve only that Unit.

**9.2.11 Floor Coverings.** The Unit Owner shall maintain, repair and replace carpeting and other floor covering (including balcony areas).

**9.2.12 Other Equipment and Fixtures.** The Unit Owner shall maintain, repair and replace all other equipment or fixtures located or contained entirely within a Unit which serve only that Unit.

**9.2.13 Plumbing (Incoming).** The Unit Owner shall maintain, repair and replace all incoming plumbing from (and including) the shutoff valve (at hot water) inward.

**9.2.14 Plumbing (Outgoing).** The Unit Owner shall maintain, repair and replace outbound plumbing solely servicing the Unit until the point of exit from the Unit boundary. Provided, however, that the Unit Owner is responsible for the remediation of clogged pipes or drains, where the source of blockage or obstruction originates from the Unit, even if the area where the blockage or obstruction is located is outside of the Unit boundary.

Any of the above-described areas that are to be maintained, repaired or replaced by the Unit Owner, or by the Association at the expense of the benefiting Unit(s), if located outside of the boundaries of the Unit, are declared Limited Common Elements. Responsibility for maintenance, repair and replacement of Condominium Property may not coincide with obligation for insurance of Condominium Property, nor its repair after Casualty, or damage from covered cause of loss under the Association's applicable insurance policy, which are governed by Article 12 and Article 13 hereof, respectively.

**9.3 Balconies.** The Unit Owner who owns or has the right to the exclusive use of a balcony shall be responsible for the maintenance, repair and replacement of: balcony floor coverings (the Board may prohibit certain types of floor coverings, adopt specifications for permissible flooring on balconies, and require the removal of existing coverings when necessary for the structural preservation of the Building); storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) on or servicing the balcony; ceiling fans; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair and replacement of balcony floors, ceilings, screens, screen frames and railings, and also the Building walls enclosed by the balconies. Unit Owners may not puncture (by nails, hooks, screws or otherwise) balcony floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors. The term "balconies" shall be synonymous with "terrace" if located on the first floor of the Buildings.

**9.4 Unit Floor Coverings.** Hard floor surfaces on floors (tile, marble, wood, etc.) on all floors above the first floor may only be installed upon prior written approval of the Board of Directors, which shall condition its approval on the Unit Owner's proof of the installation of appropriate sound-deadening material, as required by the Florida Building Code, as amended from time to time. Specifications for sound proofing of hard flooring (wherever located) must be

approved in writing by the Board or its representative prior to installation, and then the installed sound proofing must be inspected and approved by prior to installation of the hard flooring. The Board has the authority to adopt specifications for minimum sound proofing material that will be approved. Installed floor coverings installed above the first floor shall, in all cases, and/or in the absence of any specifications adopted by the Board, meet the standards of the Florida Building Code and then-prevailing industry standards applicable to similar condominium buildings in Okaloosa County, Florida.

**9.5 Unit Owner Obligations In Connection with Maintenance, Repair and Replacement.** In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: material changes or alterations to the physical structure of the Condominium Property visible from any exterior vantage; excavation; access to the Building roof; removal, modification or relocation of any interior partitions or walls, whether load-bearing or not; relocation of cabinets or appliances; relocation of utility, plumbing, or electrical installations or fixtures or ductwork; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the Condominium Property, as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- Preservation of uniformity of appearance;
- Use of contractor(s) that are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Unit Owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval (or in cases where no Association approval is required) that all persons coming into the Condominium Property to perform work on or services for the Unit hold all proper licenses, have obtained all proper permits, and carry such insurance as may be required by law or the Board;
- Right (but not duty) of oversight by the Association or its agent;
- The Unit Owner submitting plans as to the scope of the contemplated work;
- Restrictions as to hours and days of work;
- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.
- Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction.

- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

The Association may, but shall not be obligated to, act as the Owner's agent in obtaining the services of contractors or others to perform Unit Owner maintenance responsibilities in the event of an emergency, or in non-emergency situations, provided that in non-emergency situations, the Association and the Owner so agree, or absent such agreement when such work is deemed necessary, as determined by the Board, to facilitate projects involving the Association's maintenance of the Condominium Property. In all such cases the Unit Owner shall be deemed to consent to reimbursement of expenses incurred to the extent that a licensed professional practicing in the applicable field to make an appropriate determination that such work needs to be performed. The Association shall be deemed such rights as exist for collecting Common Expenses under these Condominium Documents through a Lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit or elsewhere upon the Condominium Property, that all contractors and other persons performing services for the Unit Owner are properly licensed and insured, including required Worker's Compensation insurance, and that the Condominium Property is kept free from liens and cause no damage to the Condominium Property. The Board has the power (but not the duty) to require proof of: licensure; building permits; and insurance, and may set standards for insurance as to required coverage, deductibles, or other terms and conditions, and may require the Association to be named as an additional insured under such policies. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with these requirements.

**9.6 Modifications, Alterations or Structural Work by Unit Owners.** No Owner may make or permit the making of any material modifications or alterations to any structural portion of his Unit visible from the exterior of his Unit, or in any manner change the appearance of any portion of the Common Elements, undertake any structural work, or undertake any structural modification or alteration, without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or whole. "Structural" work, modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" work shall also include the addition, removal, or relocation of any ductwork, plumbing line or fixture, any electrical line or fixture, or the removal, modification or creation of any interior partition. Replacement of cabinetry, appliances and fixtures, with substantially equivalent installations in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work, modifications or alterations shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above. All such work by an Owner, whether deemed structural or not, shall not be initiated without submission of notice to the Board of



proposed plans and specifications, the name of the contractor(s) who will be doing the work, copies of contractor(s) insurance certificates and permits, if required.

The Board may, in circumstances it deems appropriate, and without limiting the right to ask for plans or specifications and other relevant information, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board may require, as a condition of review, the Unit Owner's obligation to pay the Association's expenses of review, including but not limited to, legal, engineering or other consultant fees. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in Silver Dunes, the quality of the proposed alteration, objections of neighboring Unit Owners, and such other criteria as the Board may reasonably adopt in reaching its decision, without limitation. The Board may take into account whether other Unit Owners would be able to make such alterations or modifications, and the effect of the fact that similar requests may need to be approved by the Association. If the Board determines to permit any modification or alteration which is visible from the exterior of the Unit, from any vantage, said modification or alteration must also be approved by the Unit Owners in the manner provided in Article 9.8 of this Declaration, regardless of the cost or expense of such modification or alteration, provided that the Board may waive the request for Unit Owner approval if similar modifications or alterations have been approved by the Association previously, are *de minimus* (as determined in the sole discretion of the Board), or are specifically authorized by the Condominium Documents. If any Unit Owner requests approval of any structural work, modification or alteration, the Association may permit such work, modification or alteration if same would not materially affect or interfere with the Utility Services constituting Common Elements, if any, located therein, the structural integrity of the Building, or create a nuisance or disturbance to neighboring Units.

**9.7 Additional Unit Owner Responsibility for Modifications or Alterations.** If a Unit Owner (or his predecessors in title) makes, or has made any material modifications or alterations to the interior or exterior of the Unit, Common Elements, or Limited Common Elements for which prior approval is required, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, preservation, reconstruction, repair or replacement of the modification or alteration and shall execute such documents as the Association may promulgate, if any, accepting said financial responsibility. Any modification or alteration to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the modification or alteration (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or reinstallation of the item, with said obligation being secured by a right of Lien for Charges of equal dignity to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said modification or alteration, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent, although the Association may provide for stricter liability standards in contracts with contractors.

**9.8 Material Alterations or Substantial Additions by Association.** Except as may be provided elsewhere in this Declaration to the contrary, there shall be no Material Alteration or Substantial Addition to the Common Elements or Association Property which is real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such Material Alteration or Substantial Addition requires or obligates the expenditure of Association funds of more than five percent (5%) of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of two-thirds (2/3<sup>ds</sup>) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or by written agreement of two-thirds (2/3<sup>ds</sup>) of the entire Voting Interests. The foregoing Voting Interest approval is not required if the materials to be replaced no longer exist and the Board obtains similar aesthetic materials, or if the alteration is required by law or ordinance, or if the alteration is required for life safety purposes. Necessary maintenance of the Common Elements or Association Property, regardless of the level of expenditure, is the responsibility of the Board of Directors. Cellular antennae and similar apparatus and apparatus to provide communication or internet services as provided in Article 1, may be placed on the Condominium Property as authorized by the Board, subject to approval of any other entity that may be required.

**9.9 Enforcement of Maintenance.** If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property as required by the Condominium Documents, or as may be required to comply with law, the Association shall have, without waiver or limitation of other remedies available under the Act or Condominium Documents, the right to enter the Owner's Unit or Common Elements (including Limited Common Elements) and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation; in which event, the Unit Owner shall be charged for the costs of such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.

**9.10 Damage Caused by Conditions of the Condominium Property.** Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his wrongful act, omission, negligence, violation of the Condominium Documents or applicable law, or same by any member of his Family or his or their Occupants, Guests, Tenants or Invitees. If any condition, defect or malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to insure, maintain, repair, or replace is caused by the Owner's (or his Family member's, Occupant's, Guest's, Tenant's or Invitee's) wrongful act, omission, negligence, or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, and without impairing any coverage obligation which may exist as a matter of law or contract, provided that such responsibility shall be conditioned on the Unit(s) which is/are seeking to impose such liability being adequately insured based on local standards and conditions. Further, any claim of a Unit Owner against the Association or another Unit Owner

relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon the Unit Owner making the claim being adequately insured based on local standards and conditions, whether or not individual Unit Owner insurance is mandated by the Act. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss and without waiving any other remedy of the Association regarding Unit Owner insurance requirements. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability or responsibility on the Association or other Unit Owners (without limitation, the Association shall not be obligated to obtain proof of Unit Owner insurance), but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew, regardless of whether such insurance is legally required.

If one or more of the Units is not occupied at the time a damage incident is discovered (regardless of the cause), the Association may, but is not obligated to, enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, including without limitation initiating "dry-out" procedures as agent for the Unit Owner, and at the Unit Owner's expense.

The Association may, but is not obligated to, repair the damage without the prior consent of the Owner in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a Lien for Charges.

Unit Owners are also required to ensure that electricity is always available to service the Unit. If the Unit Owner fails to maintain Utility Services to the Unit, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit and Limited Common Elements and take any and all lawful actions to make the Utility Services available to service the Unit; in which event, the Unit Owner shall be charged for such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.

**9.11 Hurricane Protection.** The Board of Directors may adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code.

Unit Owners are responsible for the installation, operation, maintenance, repair and replacement of hurricane protection on windows and doors (including sliding glass doors) servicing the Unit. Notwithstanding any provision in this Declaration to the contrary, the Board may, subject to the provisions of the Act, and with the approval of voting interests as may be required by that statute, install and operate hurricane shutters and/or other forms of code compliant hurricane protection (including but not limited to code compliant impact glass, windows, and/or doors), except that a vote of the Owners is not required for such installations on or to building

components where the maintenance, repair and replacement of such component is the responsibility of the Association pursuant to this Declaration, and hurricane protection of such components is the responsibility of the Association. The authority conferred by this Section shall apply whether or not such installations constitute a Material Alteration or Substantial Addition to the Common Elements. Costs of installation shall be assessed or charged, and credits given, as provided in the Act.

**10. ASSESSMENTS AND CHARGES.** Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the Bylaws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these Condominium Documents.

**10.1 Liability for Assessments and Charges.** A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 10.5, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including interest, late fees, attorneys' fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made.

**10.2 Default in Payment of Assessments for Common Expenses or Charges.** Assessments and installments thereof not paid within thirty (30) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late fees and for reasonable attorneys' fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien. If prohibited by the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner, pursuant to the Act. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an Officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of lien.

**10.3 Notice of Intention to Foreclose Lien.** So long as required by law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice

to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this provision are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

**10.4 Attachment of Rental Income When Unit is Delinquent.** Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, late fees, costs, collection expenses, attorneys' fees and receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action, or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

**10.5 First Mortgagee.** The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

**10.6 Certificate of Unpaid Assessments or Charges.** Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments or Charges against him/her with respect to his/her Unit. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

**10.7 Lien for Charges.** Except as prohibited by law, there is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which are not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue

interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorneys' fees, costs and expenses of collection.

**10.8 Liens and Encumbrances against Units.** The Association shall have the right to satisfy any delinquent lien or other security interest against a Unit, excepting first mortgages, which are superior to the Association's lien, including without limitation unpaid ad valorem taxes. The Association shall have no obligation to satisfy such liens nor ascertain their existence. Prior to paying off a lien against a Unit, the Association shall give the Unit Owner reasonable notice and opportunity to remove the lien. Any such payments made by the Association will be secured by a Lien for Charges.

**10.9 Other Remedies.** The Board of Directors shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, same include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; denial of lease approval requests; and acceleration.

**11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM.** The administration and management of the Condominium shall be by the Association, which shall have by and through its Officers and Directors, such powers, authority and responsibilities as are vested in the Officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium Documents. The Association shall have authority to enter into management and other agreements concerning the matters of common interest through its Officers. The management of the Association and election of the Members to the Board of Directors shall be as set forth in the Bylaws. Without limiting the foregoing, the Association shall have the following rights and powers:

**11.1 Unit and Limited Common Element Access.** The irrevocable right of access to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or declare an emergency and access the Unit as necessary to prevent damage to the Common Elements or to any Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. A pass key must be provided by the Unit Owner to the Association for each Unit entry door, and as may be applicable air conditioning or utility room or closet, and storage unit. The Association may utilize a master key system. When a Unit Owner must maintain, repair or replace portions of the Condominium Property as provided herein, and which requires access to another Unit for said purpose, the Unit Owner shall have reasonable right of access which shall be administered through the Association. The Unit Owner upon whose behalf access has been obtained shall be obligated for the expense of repairing any damage to the Condominium Property, or other property of the Unit Owner or in the Unit.

**11.2 Assessments and Charges.** The power to make and collect regular and special Assessments and other Charges against Unit Owners and to lease, maintain, repair, and replace the Common Elements and Association Property.

**11.3 Delegation.** The power to enter into contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and Association Property and in connection therewith, or to Officers, Committees, Management, or other agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-payment thereof.

**11.4 Regulations.** The power to adopt and amend Rules and Regulations regarding the operation of the Association and use, appearance, maintenance, transfer and administration of the Condominium Property and Association Property.

**11.5 Acquisition or Transfer of Real or Personal Property; Leasing Common Elements and Association Property.** The power to acquire real property and transfer real property owned by the Association or otherwise convey and mortgage real property for the use and benefit of its Members with the same approval of Unit Owners as needed to amend the Declaration. No Unit Owner approval shall be required to acquire, purchase, or mortgage a Unit in connection with foreclosure of a lien or deed in lieu of foreclosure, nor to dispose of such Unit. The Board of Directors shall have the authority to acquire personal property and to dispose of same, without need for membership approval.

**11.6 Fees for Use of Common Elements; Other Fees and Deposits.** The power to set fees, pursuant to the Act, the Board of Directors shall have the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use. The Board of Directors may also establish other fees and deposits determined necessary by the Board. Without limitation, same include: clubhouse/meeting room deposits, use fees and/or clean-up fees; fees for the issuance of parking passes or decals; fees for architectural/engineer review of renovation/alteration plans; contractor damage deposits; and internet service, facsimile service and other services using Association equipment. Nothing in this Declaration shall be construed as obligating the Association to provide any of the aforementioned services.

**11.7 Lease of Association Property or Common Elements.** The power to lease Association Property or Common Elements, as authorized by the Board of Directors, including, but not limited to, the lease of Building roof areas and other Common Elements for antennas or other telecommunications and similar equipment. No use fee may be charged against a Unit Owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an Owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to an oral or written Lease agreement, or fees authorized by this Declaration.

**11.8 Limitation upon Liability of Association.** Notwithstanding the duty to maintain, repair, replace, insure or reconstruct parts of the Condominium Property, the Association is not

liable to Unit Owners or any other person for injury or damages of any nature, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by the acts or omissions of any third party except third parties engaged by the Association to perform maintenance or repair on Condominium Property, caused by a latent or unknown condition of the Condominium Property, nor for any claims for damages or expenses affiliated with the maintenance and repair of the Condominium Property, except incidental damage to Owner property as provided in Article 9 hereof. The Association shall have no liability in any case for loss of use or inability to inhabit the Condominium Property during work performed by, or at the direction of the Association, when the Board of Directors reasonably believes the property cannot be safely occupied during said period(s) of time. Without limiting the intended generality of the foregoing, the Association shall have no liability for loss of use, loss of rental income, alternative housing or subsistence expenses, or loss of value.

Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant or user of any portion of the Condominium Property, including, without limitation, and their Families, Guests, Tenants, Invitees or for any property of any such persons. Without limiting the generality of the foregoing:

**11.8.1** It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Condominium Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

**11.8.2** The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Okaloosa County, and/or any other jurisdiction or for the prevention of tortious or criminal activities; and

**11.8.3** Any provisions of the Condominium Documents setting forth the uses of Assessments which relate to health, safety and or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

Each Unit Owner and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee Members and other persons the Association may be required to



indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.

**11.9 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew.** Each Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which is conducive to the growth of mold and/or mildew. The Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding maximum or minimum temperatures for Units and/or require that the air conditioning to the Units be set within certain temperature and/or humidity ranges and may require Owners to take such further actions as the Board deems advisable to control humidity and mold and/or mildew growth.

The Association shall not be responsible for the prevention of mold and/or mildew or any damages including, but not limited to, any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, diminution or loss of value of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew. Prevention and remediation of mold within the boundaries of a Unit, or on Common Elements when due to interior Unit conditions or events, is a Unit Owner responsibility.

**11.10 Restraint upon Assignment of Shares in Assets.** The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his/her Unit.

**12. INSURANCE.** The insurance which shall be carried upon the Condominium Property, including the Units, Common Elements, and Association Property, shall be as follows:

**12.1 Authority to Purchase Insurance.** All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

**12.2 Coverage.** All provisions pertaining to insurance coverage shall be construed in accordance with the Act, and insurance policies purchased by the Association shall be intended to comply with all coverage requirements of the Act.

**12.2.1 Property Insurance.** Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general property and extended coverage insurance with a responsible insurance company upon all of the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements (including Limited Common Elements), the Units, and the personal property of the Association, for the replacement value thereof, including coverage for changes in building codes, unless the Board determines that such coverage for changes in building codes is not reasonably available or commercially practicable, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude landscaping and exterior improvements not customarily insured by condominium associations in the locality, and foundation and excavation costs, in its discretion. The Association shall determine the replacement value of the Insurable Improvements through independent appraisal, at least every thirty-six (36) months, so long as required by the Act. The

Board shall establish deductibles, at a duly noticed meeting of the Board, and shall give notice of such meeting, and determine the deductibles, as required by the Act, so long as required by the Act. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by the Act. The original policy of insurance shall be held by the Association, and mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. The word "Building" or "Insurable Improvement" in every property insurance policy issued to protect a Condominium building does not include: personal property in the Unit or Limited Common Elements; Unit floor, wall, or ceiling coverings; Unit or balcony electrical fixtures; appliances; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; and replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one (1) Unit. Unless otherwise required by law, the Unit Owners shall also be responsible to insure all alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title.

**12.2.2 Flood.** The Association shall use its best efforts to obtain and maintain adequate flood insurance, for replacement value, less a commercially reasonable deductible as determined by the Board, and less foundation and excavation costs if determined by the Board. The Association will have discharged its responsibility to use its "best efforts" to obtain "adequate" flood insurance if it is able to purchase flood insurance up to the limits available through the National Flood Insurance Program (NFIP), or through any similar federally-sponsored or related program, or through private carriers with similar coverage, for premium rates that are generally commensurate with flood insurance premium rates for condominiums in the local area.

**12.2.3 Liability Insurance.** The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

**12.2.4 Fidelity Bond.** The Association shall obtain and maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association.

**12.2.5 Worker's Compensation.** Such worker's compensation coverage as may be required by law, or deemed advisable by the Board.

**12.2.6 Other Insurance.** Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Errors and Omissions Officers and Directors Liability insurance coverage and insurance for the benefit of its employees.

**12.3 Deductible and Other Insurance Features.** The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features (including but not limited to exclusions), as it deems desirable and financially expedient, in the exercise of its business judgment, and in the method provided by the Act. The deductible and other features shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated.

**12.4 Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

**12.5 Insurance Shares or Proceeds.** Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

**12.5.1 Common Elements; Proceeds On Account Of Damage To Common Elements.** An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Expenses appurtenant to the Unit.

**12.5.2 Unit; Proceeds On Account Of Damage To Units Shall Be Held In The Following Undivided Shares.**

**12.5.2.1 Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed in the manner elsewhere stated.

**12.5.2.2 Common Elements and Units.** When both Common Elements and those portions of the Unit insured by the Association are damaged by a common occurrence, the proceeds of insurance shall be allocated between damage to Common Elements, Limited Common Elements, and Units as the Board of Directors shall determine. It shall be presumed that when there are insurance proceeds received on account of a common Casualty or covered cause of loss under the Association's applicable insurance policy, but insufficient proceeds for Casualty or covered cause of loss repair (including but not limited to shortfalls occasioned by the existence of a deductible), that such shortfalls shall first be applied to Common Elements damage, and then to damage to Units and Limited Common Elements, it being the intent of this provision that when there is a common Casualty loss or covered cause of loss under the

Association's applicable insurance policy causing significant damage to the premises, the shortfalls occasioned by deductibles shall be first apportioned to all Unit Owners in proportion to their share of the Common Elements and not applied first to Unit damage.

**12.5.3 Mortgages.** In the event that a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds.

**12.6 Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed in the following manner:

**12.6.1 Reconstruction or Repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners, or, at the option of the Board, may be deposited in the Association's reserve fund.

**12.6.2 Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed in accordance with the Plan of Termination approved pursuant to Article 19.

**12.7 Association as Agent.** The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of any other interest in the Condominium Property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies carried by the Association, and to execute and deliver releases upon the payment of such claim.

**13. RECONSTRUCTION AFTER CASUALTY.** If any part of the Condominium Property shall be damaged by Casualty or covered cause of loss under the Association's applicable insurance policy, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

**13.1 Common Elements.** If the damaged improvement is any of the Common Elements, the damaged Common Elements shall be reconstructed or repaired, unless the Condominium is to be terminated as provided elsewhere herein.

**13.2 The Building.**

**13.2.1 Lesser Damage.** If the damage renders less than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property shall be reconstructed or repaired.

**13.2.2 Major Damage.** If the damage renders more than 50% of the Units in the Condominium uninhabitable, as determined by the Board of Directors or governmental agencies of jurisdiction, the damaged property will be reconstructed or repaired, unless 75% of the entire Voting Interests in the Condominium agree in writing that such reconstruction or repair shall not take place. The decision whether or not to reconstruct or repair shall be made within one hundred eighty (180) days after the Casualty or covered cause of loss under the Association's applicable insurance policy, provided however that the Board of Directors shall have the authority to extend this period for decision-making, not to exceed three (3) years, to deal with exigencies in communication with Unit Owners caused by natural disasters or other significant casualties, or to deal with delays in obtaining information regarding reconstruction costs or insurance proceeds available for reconstruction.

**13.2.3 Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, as set forth in the plans and specifications for the Building, or if not, then according to plans and specifications approved by the Board of Directors, regardless of whether it is a Material Alteration or Substantial Addition as described in Article 9.8, and no vote of the Unit Owners shall be required.

**13.2.4 Definition of "Uninhabitable."** For purposes of this Declaration, "uninhabitable" shall mean that the Board of Directors has concluded that the Condominium Property which the Association is required to insure cannot be restored to the condition (or a better condition) in which it existed prior to the Casualty or covered cause of loss under the Association's applicable insurance policy through available insurance proceeds, plus a special assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units prior to the Casualty or covered cause of loss, as determined by the Board. This calculation shall not include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied for a defined period of time due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable," a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

**13.3 Responsibility.** All reconstruction work after a Casualty or covered cause of loss under the Association's applicable insurance policy for damaged items that the Association insures shall be undertaken by the Association, except that a Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Board. However, such work, and the disbursement of insurance proceeds, may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, the contract that is used for that purpose, and reasonable verification of appropriate steps to ensure that the work is done and that the contractor is paid for the performance of said work. Unit Owners shall be responsible for reconstructing those items that the Unit Owners are required to insure. All required governmental permits and approvals must be obtained prior to commencing reconstruction. Assessments for the cost of the work shall be set forth in Article 13.5 below. If an Owner fails to repair and reconstruct those items that the Unit Owner is responsible for under this Declaration, the Association shall

have, without waiver of other remedies, the right to proceed in accordance with Article 9.9, in which event the Unit Owner shall be charged for the costs of such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by such rights as exist for collecting Common Expenses under these Condominium Documents i.e., a Lien for Charges.

**13.4 Estimates of Costs.** After a determination is made to rebuild or repair damage to property for which the Association or Unit Owner has the responsibility of reconstruction and repair, the Association or Unit Owner shall promptly obtain reliable and detailed estimates of the cost to rebuild or repair.

**13.5 Assessments.** The cost of reconstruction after Casualty for those portions of the Condominium Property required to be insured by the Association shall be considered a Common Expense, pursuant to Section 718.111(11)(j) of the Act, except as provided elsewhere, including Section 718.111(11)(n) of the Act.

**13.6 Damage Caused By Wear and Tear of the Condominium Property or Uninsurable Loss.** Damage to the Condominium Property that is not caused by a Casualty, as defined in Article 1.9 or covered cause of loss under the Association's applicable insurance policy, shall be repaired or replaced in accordance with the provisions of Article 9 and shall not be subject to this Article 13.

**13.7 Termination of Condominium if Not Reconstructed.** If the Owners vote not to reconstruct the Condominium by vote described in Article 13.2.2 hereof, the Condominium shall be terminated in accordance with the procedures set forth in Article 19 hereof.

**13.8 Additional Board Authority.** In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority in connection with emergency conditions:

**13.8.1** To determine after a Casualty whether the Units can be safely occupied, which decision shall not be conclusive as to the determination of habitability in Article 13.2. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

**13.8.2** To declare any portion of the Condominium Property or Association Property unavailable for occupancy by Owners, Family members, Tenants, or Guests after a Casualty, including during the rebuilding process. Such decision by the Board shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer) and can be made only if necessary to protect the health, safety, or welfare of the Association, Owners, Family members, Tenants, or Guests.

**13.8.3** To mitigate damage and take action to prevent the spread of fungus (including but not limited to mold and mildew) by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items) and to remove personal property from the Unit and dispose of damaged property or store such property on-site or at an offsite location, with Owners responsible for reimbursing the Association for items for which the Owner

is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.

**13.8.4** To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes debris removal, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Unit Owner shall be responsible to reimburse the Association within ten (10) days of the Association's invoice. The Association's right to payment shall be secured by a Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the Association to recover interest, late fees, attorneys' fees, and other costs and expenses of collection.

**13.8.5** To implement a disaster plan prior to, during or after an impending disaster including, but not limited to, electricity, security systems, and air conditioners.

**13.8.6** To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

**13.8.7** To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

**13.8.8** To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

**13.8.9** To exercise all emergency powers set forth in the Act.

**14. OWNERSHIP AND USE RESTRICTIONS.** Ownership and use of Condominium Property shall be in accordance with the following use restrictions and reservations:

**14.1 Occupancy of Units; Single Family Residence.** A Unit shall be used only as a Single Family residence. Notwithstanding the foregoing, Units may be leased for residential purposes as discussed in Article 16.

**14.2 Nuisance.** The Condominium Property shall not be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property, nor which becomes a source of annoyance to the Condominium residents, or which will increase insurance rates. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such residents. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances.

**14.3 Additional Restrictions.** Additional use, transfer and other restrictions are contained in the Rules and Regulations, which may be amended from time to time by the Board of Directors. Amendments to the Rules and Regulations may, but need not be, recorded in the

Public Records. Additional use, transfer and other restrictions are also contained elsewhere in the Condominium Documents.

**15. GUEST OCCUPANCY.** Use or visitation without consideration (payment) distinguishes a Guest usage from a tenancy. Guests shall not create a nuisance or annoyance to other Condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit Guest visitation by persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and persons who have been convicted of or pled no contest to a felony, including but not limited to registered sex offenders and persons who have been convicted of or pled no contest to narcotic offenses. The Board may establish additional restrictions on non-overnight Guest usage of Condominium facilities, including but not limited to the maximum numbers of Guests who may use common facilities.

**15.1 Additional Board Authority.** The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. The Board may, at a duly-noticed meeting, temporarily suspend or permanently ban a Guest from entering the Condominium Property if the Board finds that such person has engaged in a serious violation of the Condominium Documents or applicable law upon the Condominium Property, or has engaged in systematic violations of the Condominium Documents or applicable law upon the Condominium Property. Prior to the imposition of such suspension or ban, the Owner of a Unit shall be given at least fourteen (14) days' notice of an opportunity before a hearing before the Board of Directors to show cause why the suspension or ban should not be imposed. The decision of the Board shall be final and shall not be subject to any requirement for a hearing before any type of Committee.

**15.2 Guest Approval Process and Fee.** All Guests occupying a Unit overnight without the Unit Owner in residence, must be approved by a person designated by the Board of Directors. The Board of Directors may adopt an approval process, approval form, and approval fee. The approval process, must, at include designation of a "Primary Guest", who the Association may contact in case there are any issues with the persons staying in the Unit, a description and tag number for any Guest vehicles on the Condominium Property, and a list of persons staying within the Unit. The Association may charge a fee, as determined by the Board, up to \$100.00 per rental period for this approval process. Should the law, as amended from time to time, allow for a fee in a greater amount than \$100.00, the Board may raise the fee up to the legal limit. The foregoing fee is collectible against the Unit Owner if not paid by the Guest at the time of filling out the approval form. The Association shall have a Lien for Charges to secure such payment. Notwithstanding the foregoing, Guests who are grandparents, spouses, siblings, children, or grandchildren (hereinafter "Immediate Family") may occupy the Unit without the Unit Owner in residence and no fee shall be charged for such Immediate Family for the approval process, however, the Immediate Family must still fill out a form which lists "Primary Guest", who the Association may contact in case there are any issues with the persons staying in the Unit, a description and tag number for any Guest vehicles on the Condominium Property, and a list of persons staying within the Unit.



**16. LEASING.** The lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term “leasing” and “renting” shall be used interchangeably for the purpose of this Declaration. The term “Tenant” and “Lessee” shall likewise be used interchangeably. All leases for a period of thirty (30) days or longer must be in writing and a copy of said lease agreement must be provided to the Association within five (5) days from execution of same. No individual rooms may be rented and no transient tenants may be accommodated. “Rent-sharing” and subleasing are prohibited.

**16.1 Tenant Conduct; Remedies.** If a Tenant, other Unit Occupant, Guest or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Occupants, Guests or Invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his Tenant’s conduct (and that of the other Unit Occupants, Guests or Invitees) into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant into compliance with the Condominium Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants’ noncompliance with the Condominium Documents (or the noncompliance of other Occupants, Guests or Invitees), including without limitation the right to terminate a lease and/or institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorneys’ fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide, that the Association shall have the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys’ fees and cost and expenses of collection.

**16.2 Tenant Approval Process and Fee.** All Tenants, regardless of duration of the rental period, must be approved by a person designated by the Board of Directors. The Board of Directors may adopt an approval process, approval form, and approval fee. The approval process, must, at include designation of a “Primary Tenant”, who the Association may contact in case there are any issues with the persons staying in the Unit, a description and tag number for any Tenant vehicles on the Condominium Property, and a list of persons staying within the Unit. The Association may charge a fee, as determined by the Board, up to \$100.00 per rental period for this approval process. Should the law, as amended from time to time, allow for a fee in a greater amount than \$100.00, the Board may raise the fee up to the legal limit. The foregoing fee is collectible against the Unit Owner if not paid by the Tenant at the time of filling out the approval form. The Association shall have a Lien for Charges to secure such payment.

**17. SALES AND TITLE TRANSFERS.** In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Owner shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

**17.1 Forms of Ownership.**

**17.1.1 Ownership by Individuals.** A Unit may be owned by one (1) natural person who has qualified and been approved as elsewhere provided herein.

**17.1.2 Co-Ownership.** Co-ownership of Units may be permitted.

**17.1.3 Ownership by Corporations, Partnerships, Limited Liability Companies, Trusts, or Other Artificial Entities.** A Unit may be owned in trust, or by a corporation, partnership, limited liability company, or other entity which is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the Unit may be used as a short-term or transient accommodations for several entities, individuals or families as a timeshare, a shared Unit, fractional ownership, or used as Guest accommodations for employees, customers, or Guests of Units owned by business entities, religious, or charitable organizations, and the like. The partnership, trustee, corporation, limited liability company, or other entity as a Unit Owner shall designate one (1) natural person exercise rights of membership, and discharge the responsibilities incident thereto.

**17.1.4 Life Estate.** A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant shall be the only Member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. The life tenant shall be liable for all Assessments and Charges against the Unit. Any vote, consent or approval required by the Condominium Documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

**18. METHOD OF AMENDMENT OF DECLARATION.** Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

**18.1 Proposal of Amendments.** An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

**18.2 Proposed Amendment Format.** Proposals to amend the existing Declaration of Condominium shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION OF CONDOMINIUM. SEE ARTICLE NUMBER FOR PRESENT TEXT."

**18.3 Notice.** The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

**18.4 Adoption of Amendments.** A resolution for the adoption of a proposed amendment may be adopted by a vote of two-thirds (2/3<sup>rds</sup>) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum has been attained, or by the written agreement of two-thirds (2/3<sup>rds</sup>) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

**18.5 Effective Date.** An amendment when adopted shall become effective after being recorded in the Public Records of Okaloosa County, Florida, according to law.

**18.6 Automatic Amendment.** Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may operate the Association pursuant to the less stringent requirements without the need to change this Declaration. The Board of Directors, without a vote of the Owners, may also adopt by majority vote, amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

**18.7 Proviso.** No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

**19. TERMINATION.** The Condominium may be terminated under any one of the following alternatives:

**19.1 Termination Because of Economic Waste or Impossibility.** Notwithstanding anything to the contrary in this Declaration, the condominium form of ownership may be terminated by a plan of termination approved by the percentage of Voting Interests necessary to amend the Declaration when:

- the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all Units in the Condominium after completion of the repair; or

- it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

It is the intent of this provision to incorporate Section 718.117(2) of the Act.

**19.2 Optional Termination.** Except as provided in Article 19.1.1, the condominium form of ownership may be terminated pursuant to a plan of termination approved by at least eighty percent (80%) of the total Voting Interests of the Condominium if not more than five percent (5%) of the total Voting Interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. It is the intent of this provision to incorporate the provisions of Section 718.117(3) of the Act.

**19.3 Very Substantial Damage.** If the Condominium suffers major damage as defined in Article 13, which shall mean that more than one-half the Units in the Condominium are rendered uninhabitable as determined in the sole discretion of the Board of Directors, the Condominium may be terminated if seventy-five percent (75%) of the total Voting Interests in the Condominium vote to approve a plan of termination.

**19.4 Mortgage Lienholders.** Notwithstanding any provision to the contrary in this Declaration or the Act, approval of a plan of termination by the holder of a recorded mortgage lien affecting a Condominium Parcel is not required unless the plan of termination would result in less than the full satisfaction of the mortgage lien affecting the Condominium Parcel. If such approval is required and not given, a holder of a recorded mortgage lien who objects to a plan of termination may contest the plan as provided in Section 718.117(16) of the Act.

**19.5 Procedures for Termination and Sale.** The termination of the Condominium via either of the methods set forth herein shall be as set forth in Section 718.117(4) – (20) of the Act.

**19.6 Amendment.** This Article 19 may be amended in the same manner in which this Declaration may be amended generally, as set forth in Article 18.

## **20. CONDEMNATION.**

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

**20.2 Determination Whether to Continue Condominium.** Whether the Condominium will be continued after condemnation will be decided in the same manner as repair after Casualty as set forth in Article 13 hereof.

**20.3 Distribution of Funds.** If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a Casualty. If the Condominium is not terminated after condemnation, the size of the Condominium may be reduced. The Owners of condemned Units, if any, will share in awards and special assessments as provided below.

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

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

**20.5.1 Restoration of Unit.** The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

**20.5.2 Distribution of Surplus.** The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

**20.5.3 Adjustment of Shares in Common Elements.** If the floor area of a Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

**20.6 Units Not Habitable.** If the taking of any entire Unit or so reduces the size of the Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

**20.6.1 Payment of Award.** The condemnation award immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

**20.6.2 Addition to Common Elements.** If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors.

**20.6.3 Assessments.** If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to recondition the remaining portion of the Unit, the amount required for those purposes shall be raised by special

assessment against all of the Unit Owners who will continue as Owners of any Unit after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes effected by the taking.

**20.7 Taking of Common Elements.** Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, may be returned to the Unit Owners or used by the Association as the Board may determine.

**20.8 Amendment of Declaration.** The changes in Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation, shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Board.

## **21. COMPLIANCE AND DEFAULT.**

**21.1 Duty to Comply; Right to Sue.** Each Unit Owner, his Family, Tenants, Guests, Invitees and all Unit Occupants and the Association shall be governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Actions for damages or for injunctive relief, or both, or for failure to comply may be brought by the Association or by a Unit Owner against:

**21.1.1 The Association.** The Association may, but shall not be required to, seek enforcement of the Condominium Documents. Without limiting the intended generality of the foregoing sentence, the Board shall have the discretion, without further liability to the Association, to decline to take action in cases as to which legal counsel has advised of a reasonable probability of failure on the merits, or in situations which involve disputes, complaints, or allegations of violation of the Condominium Documents involving the interest of the Owners of two (2) different Units, including but not limited to noise complaints, nuisance allegations, and the like;

**21.1.2 A Unit Owner; or**

**21.1.3 Anyone who occupies a Unit as a Unit Owner, Family member, Tenant, Occupant or Guest.** Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Family members, Tenants, Guests, Invitees and Unit Occupants.

**21.2 Attorneys' Fees.** In any legal proceeding arising out of an alleged failure of a Unit Owner, Family member, Tenant, Guest, Invitee, Occupant or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and a reasonable attorneys' fee before trial, at trial and on appeal.

**21.3 No Election of Remedies; Remedies Cumulative.** All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the 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 from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity. It shall not be presumed that money damages shall be an adequate remedy for violations of the Condominium Documents. It is the intent of this Declaration that even where remedies such as self-help may be provided in the Condominium Documents, the Unit Owners and Association stipulate that injunctive or declaratory proceedings may also be pursued, if deemed appropriate to address a violation of the Condominium Documents.

**21.4 Waiver of Application of Condominium Documents.** The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

**21.5 Notice of Lien or Suit.**

**21.5.1 Notice of Lien.** A Unit Owner shall give written notice to the Association of every lien upon his Unit, other than for permitted first mortgages, taxes and special assessments, within five (5) days after the Unit Owner receives actual notice of the attachment thereof.

**21.5.2 Notice of Suit.** A Unit Owner shall give written notice to the Association of every suit or other proceeding which may affect the title to his Unit, or impose liability on the Association, within five (5) days after the Unit Owner receives actual knowledge thereof.

**21.5.3 Failure to Comply.** Failure of an Owner to comply with this Section 21.5 will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

**22. MISCELLANEOUS PROVISIONS.**

**22.1 Covenants Running with the Land.** The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land and shall run perpetually unless terminated or amended as provided herein.

**22.2 Savings Clause.** If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

**22.3 Heirs, Successors and Assigns.** These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Unit Owners.

**22.4 Notices.** All notices shall be given as provided in the Bylaws.

**22.5 Compliance with Fair Housing Laws.** There shall be no limitation upon sale, lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the Condominium premises, or to comply with other legal requirements.

**22.6 Conflicts.** In the event of a conflict between any provision of the Condominium Documents and the Condominium Act, the Condominium Act shall control, except in cases where the Act permits the Condominium Documents to regulate the subject, in which case the Condominium Documents will control. In the event of a conflict between this Declaration and the other Condominium Documents, same shall be governed as provided in the Bylaws.

**22.7 Interpretation.** The Board of Directors shall be responsible for interpreting the provisions of the Condominium Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation as valid.

**22.8 Captions and Headings.** The headings and captions used in the Condominium Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Condominium Documents.

**22.9 Waiver.** The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

**22.10 Plurality; Gender.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.



Prepared by:  
Mary K. Kraemer, Attorney  
Stowell, Anton & Kraemer  
Post Office Box 489  
Destin, FL 32540

FILE # 1705516 RCD: Jun 09 1999 @ 02:36PM  
Newman C. Brackin, Clerk, Okaloosa Cnty Fl

## SILVER DUNES, A CONDOMINIUM

CERTIFICATE OF SILVER DUNES CONDOMINIUM OF DESTIN, INC.

AMENDMENT TO DECLARATION OF CONDOMINIUM

RESPECTING RECONSTRUCTION OF BUILDINGS B AND C

INCLUDING THE RENUMBERING OF ALL UNITS THEREIN

This Amendment to Declaration of Condominium of Silver Dunes, A Condominium, (which was originally recorded at Official Records Book 661, Page 577, of the Public Records of Okaloosa County, Florida), is made pursuant to Section 718.113(2), Florida Statutes, and the vote of 75% of the unit owners approving the reconstruction described herein, to reflect (1) required changes in the locations and elevations of Buildings B and C, which were reconstructed after Hurricane Opal on October 4, 1995, and (2) other site changes required by and in accordance with the regulations and permits of the Florida Department of Environmental Protection and the regulations and permits of other governmental authorities.

Attached hereto as Exhibit "A", consisting of fourteen pages prepared by Emerald Coast Associates, Inc., dated April 9, 1999, is a revision to the condominium plat recorded at Plat Book 1, Pages 5A and 5B, which is hereby incorporated in the recorded Declaration of Condominium and which depicts the revised locations and elevations of the buildings.

The requirements of the permits necessitated a change in the elevation of the buildings from two floors to three floors, in order to place the buildings generally north of the coastal construction control line. Consequently, the 26 units in Buildings B and C were renumbered, to avoid duplication of prior unit numbers that existed before reconstruction, and to acknowledge that some unit owners who previously owned units on the first or second floors would, of necessity, own units on the third floor.

The new Building C has three floors of four units each (replacing a total of 12 original units). However, when the new Building B was designed, three floors of five units each, that is, 15 units, were required to avoid an unsightly, potentially unsafe and inappropriate gap between Building B and the existing Building A to the north. Because the original Building B had only 14 units, but 15 were reconstructed, the unit designated as Unit 1300B has been designated on the Plat as a common

element.

Due to the limitations of the Florida Condominium Act Unit 1300B was required to be designated as a common element which is owned by all 97 unit owners, in the same manner that all other common elements, such as the parking areas, the pool and the courtyard, are owned. As a part of the common elements of the condominium, it is regulated and controlled by the Board of Directors of Silver Dunes pursuant to the Florida Condominium Act.

As a matter of information, Unit 1300B may not be sold, transferred or conveyed by the Board or the Association without meeting the applicable requirements of the Florida Condominium Act. Revenues from the rental of Unit 1300B, less the expenses associated with such activities, are common surplus as defined in the Florida Condominium Act.

By agreement of the affected 26 unit owners in Buildings B and C, a duly noticed meeting was held on April 9, 1998 for the selection of units within Building A, and for the selection of units within Building B. Owners who owned units in Building B prior to Hurricane Opal were required to select a unit from among those that were reconstructed in the new Building B, and those owners who owned units in Building C prior to Hurricane Opal were required to select a unit from among those that were reconstructed in the new Building C. No unit owner in Building B selected Unit 1300B, and therefore, it was designated as a common element by default.

In order to maintain the integrity of the chain of title documents for the units in Buildings B and C after the reconstruction of the buildings, legal descriptions for the units must, of necessity, refer both to the preexisting number prior to this Amendment to Declaration, and to the new unit numbers reflected on the Plat. For convenience, Exhibit B is provided to memorialize the change in unit numbers, in accordance with the selections made by the unit owners. Future references to the legal descriptions for the units in Buildings B and C should include both unit numbers. A sample legal description is:

[place the legal description from the deed vesting title in your name here and add]:

Also known as Unit 1401B, Silver Dunes, A Condominium, according to the Plat thereof recorded in Plat Book 1, Pages 5A and 5B, and revised in Plat Book 9, Pages 84 to 97, of the Public Records of Okaloosa County, Florida.

Formerly known as Unit 203B, prior to the 1999 revision of the Plat.

Certificate of Amendment  
Silver Dunes Condominium of Destin, Inc.  
Page 3

IN WITNESS WHEREOF, this Certificate of Silver Dunes Condominium of Destin, Inc. for this Amendment to Declaration of Condominium Respecting Reconstruction of Buildings B and C is executed as of this 4th day of June, 1999, and shall be effective as of the date of its recording in the Public Records of Okaloosa County, Florida.

Witnesses:

SILVER DUNES CONDOMINIUM  
OF DESTIN, INC.

[Signature]  
[Signature]

BY: [Signature] *pres*  
R.M. Hammond, President

STATE OF TENNESSEE  
COUNTY OF SHELBY

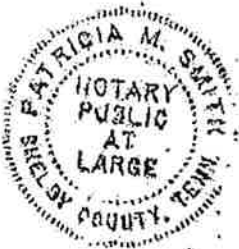
The foregoing Certificate of Silver Dunes Condominium of Destin, Inc. was acknowledged before me this 4 day of June, 1999, by R. M. Hammond as President for Silver Dunes Condominium of Destin, Inc.

[Signature]  
Signature of Notary

Patricia M. Smith  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal):  
My Commission Expires (if not legible on seal): 9/23/01

Personally Known X or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

H:\CLIENTS\PLATAMEN.WPD



BUILDING B

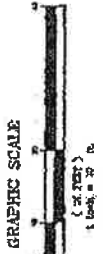
NEW UNIT NO.	ORIGINAL UNIT NO.
1201B	100B
1202B	202B
1200B	200B
1203B	104B
1204B	106B
1300B	None -- Common Element
1301B	201B
1302B	102B
1303B	204B
1304B	206B
1400B	101B
1401B	203B
1402B	103B
1403B	205B
1404B	105B

BUILDING C

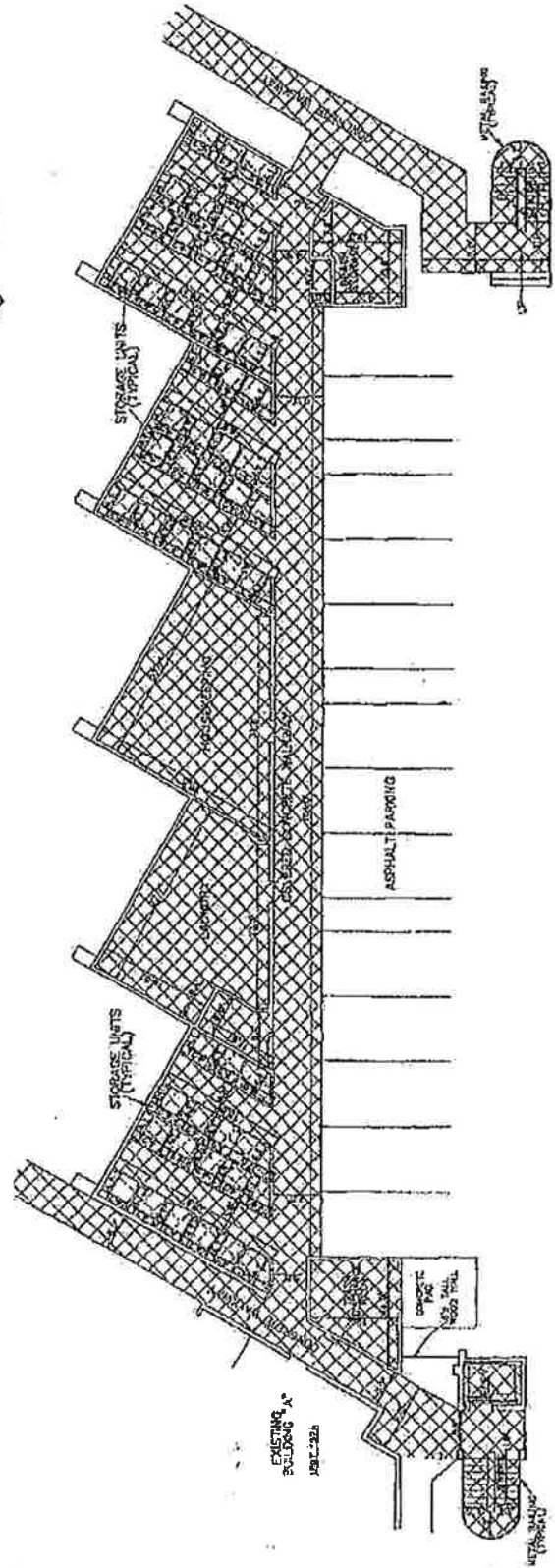
NEW UNIT NO.	ORIGINAL UNIT NO.
1200C	200C
1201C	202C
1202C	204C
1203C	105C
1300C	100C
1301C	101C
1302C	203C
1303C	104C
1400C	201C
1401C	102C
1402C	103C
1403C	205C



**FIRST AMENDED TO  
SILVER DUNES  
A CONDOMINIUM**  
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,  
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.  
APRIL 1998



**LEGEND:**  
E.F.E. DENOTES FINISHED FLOOR ELEVATION  
ELEV. DENOTES ELEVATOR  
DENOTES COMMON ELEMENT



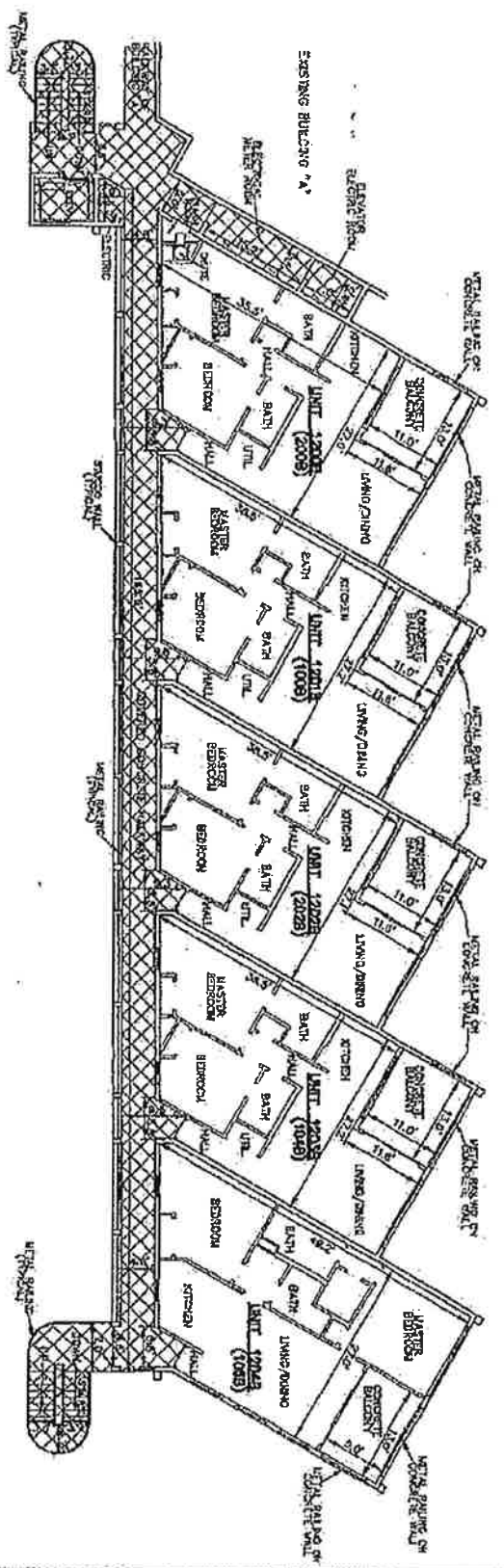
**BUILDING "B"  
GROUND FLOOR PLAN  
F.F.E. - 19.43'**

**NOTES:**  
DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

**EMERALD COAST ASSOCIATES, INC.**  
1000 EMERALD COAST PARKWAY, SUITE 1  
DESTIN, FLORIDA 32941 (904) 571-3341  
FILE # 98-1141 SILVER DUNES (2ND AMEND.)

**FIRST AMENDED TO  
SILVER DUNES  
A CONDOMINIUM**  
IN UNDIVIDED TOWNSHIP 2 SOUTH RANGE 22 WEST,  
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.  
APRIL, 1999

**LEGEND:**  
 F.F.E.  
 ELEV. DENOTES FINISHED FLOOR ELEVATION  
 DENOTES ELEVATOR  
 DENOTES UTILITY  
 DENOTES AMENDED PLAT UNIT NUMBER  
 DENOTES ORIGINAL PLAT UNIT NUMBER  
 DENOTES COMMON ELEMENT



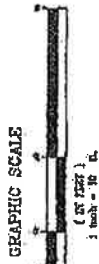
**BUILDING "B"  
SECOND FLOOR PLAN  
F.F.E. - 22.09'**

**NOTES:**  
 UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10%.  
 SEE SHEETS 10, 11 AND 12 OF 14.

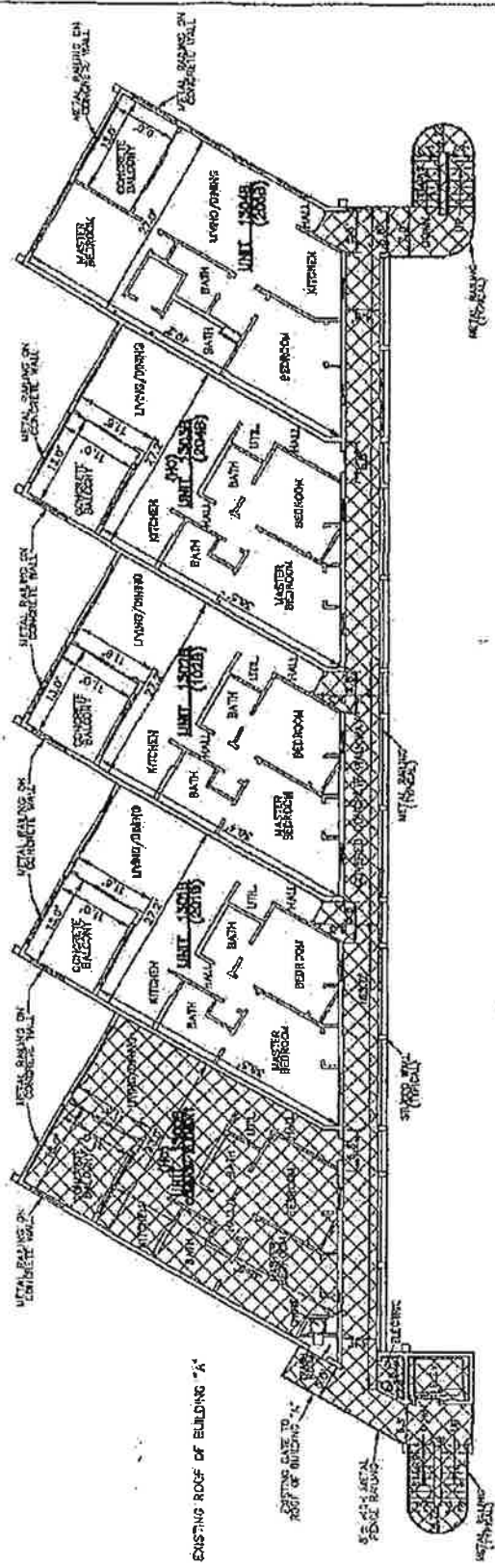
**EMERALD COAST ASSOCIATES, INC.**  
 7835 DESALD CREST PARKWAY, WEST GATE 1  
 SUITE 200, PENSACOLA, FLORIDA 32506-4424  
 PHONE: 904-857-4424  
 FAX: 904-857-4424  
 FEE: \$200.00 PER SHEET



**FIRST AMENDED TO  
SILVER DUNES  
A CONDOMINIUM**  
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,  
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.  
APRIL 1998



- LEGEND:**
- F.F.E. DENOTES FINISHED FLOOR ELEVATION
  - ELEV. DENOTES ELEVATOR
  - (HIC) DENOTES HALLICIAS
  - UTIL. DENOTES UTILITY
  - UNIT 13028 DENOTES AMENDED PLAT UNIT NUMBER
  - (1028) DENOTES ORIGINAL PLAT UNIT NUMBER
  - [Grid Pattern] DENOTES COMMON ELEMENT

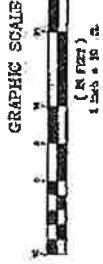


**BUILDING "B"  
THIRD FLOOR PLAN  
F.F.E. - 30.71'**

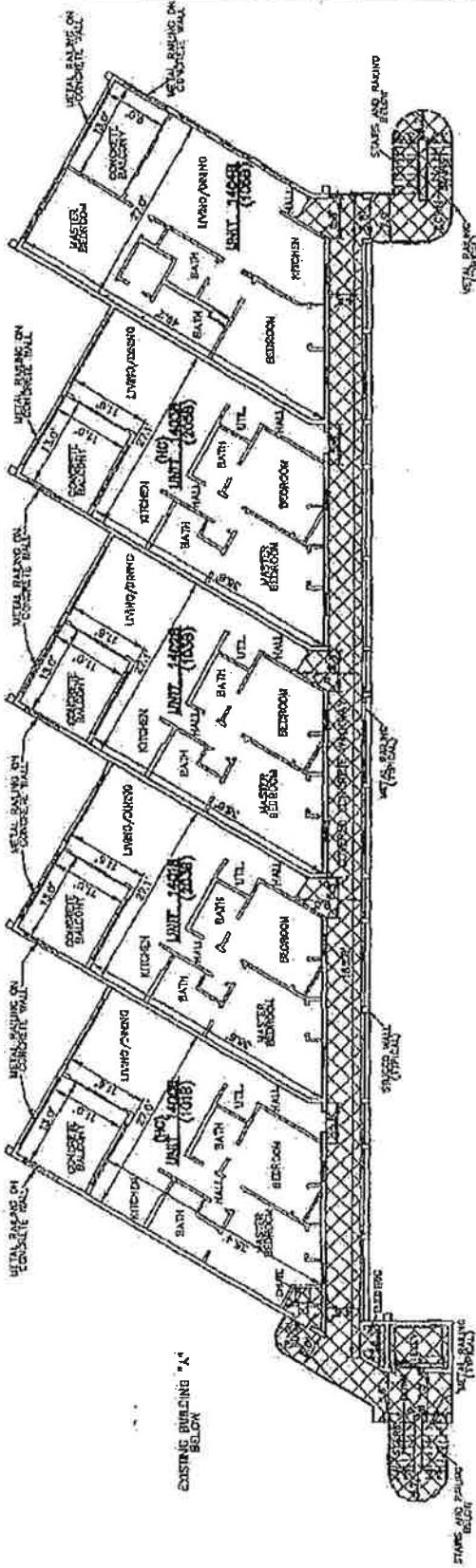
**NOTES**  
UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10' ±.  
SEE SHEETS 11, 12, 13 AND 14.

**EMERALD COAST ASSOCIATES, INC.**  
1200 W. EMERALD COAST PARKWAY, SUITE 1  
DESTIN, FLORIDA 32921  
TEL: (904) 226-2024  
FAX: (904) 226-2024  
DUNES@ECA.ING

**FIRST AMENDED TO  
 SILVER DUNES  
 A CONDOMINIUM**  
 IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,  
 CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.  
 APRIL 1998



- LEGEND:**
- F.F.E. DENOTES FINISHED FLOOR ELEVATION
  - (F.F.E.) DENOTES FINISHED FLOOR ELEVATION
  - (F.F.E.) DENOTES FINISHED FLOOR ELEVATION
  - (U) DENOTES UTILITY
  - (U) DENOTES UTILITY
  - UNIT #1008 DENOTES AMENDED PLAT UNIT NUMBER
  - (1018) DENOTES ORIGINAL PLAT UNIT NUMBER
  - XXXX DENOTES COMMON ELEMENT



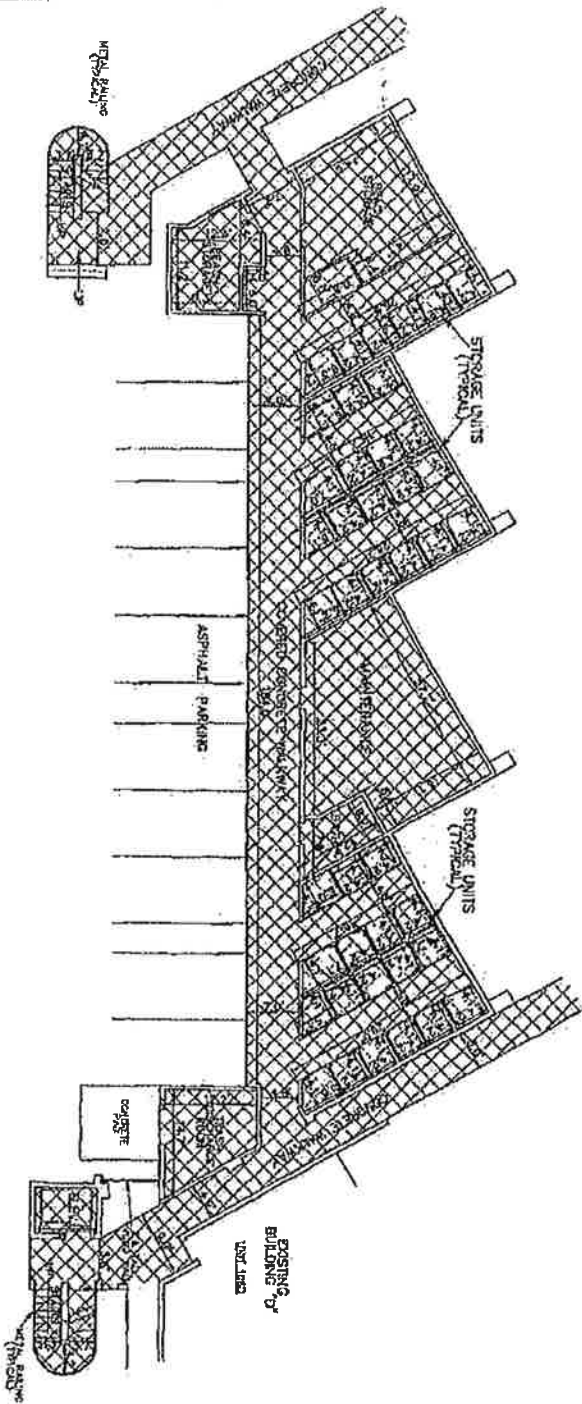
**BUILDING "B"  
 FOURTH FLOOR PLAN  
 F.F.E. - 39.43'**

**NOTES:**  
 UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10'.  
 SEE SHEETS 11, 12, 13 AND 14 OF 14.

**EMERALD COAST ASSOCIATES, INC.**  
 1000 EAST GULF BLVD., SUITE 101  
 FORT LAUDERDALE, FLORIDA 33304  
 PROJECT NO. 98-001  
 FILE NO. 98-001

**FIRST AMENDED TO  
SILVER DUNES**  
A CONDOMINIUM  
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,  
CITY OF DESTIN, OKALOSA COUNTY, FLORIDA.  
APRIL 1999

**LEGEND:**  
F.F.E. DENOTES FINISHED FLOOR ELEVATION  
ELEV. DENOTES ELEVATOR  
DENOTES COMMON ELEMENT



**BUILDING "C"  
GROUND FLOOR PLAN**  
F.F.E. - 13.41'

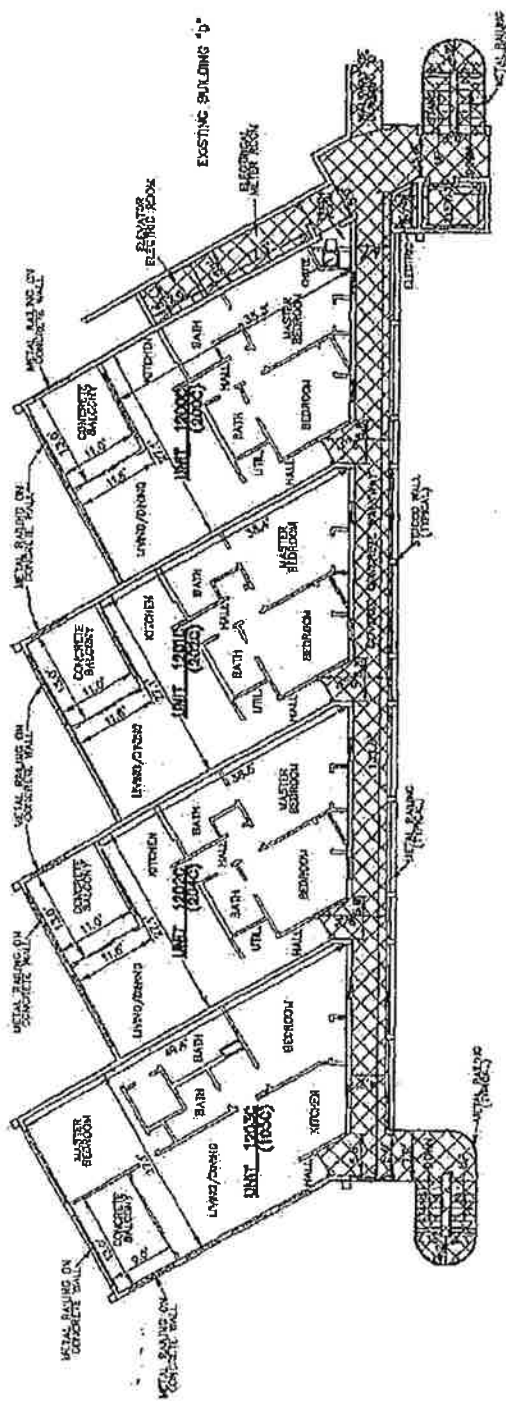
**NOTES:**  
DIMENSIONS SHOWN HEREON MAY VARY 0.10'±.

**EMERALD COAST ASSOCIATES, INC.**  
12825 BIRDALE COAST PARKWAY, SUITE 100  
DUNEDIN, FLORIDA 33511  
PHONE: (813) 486-0700

**FIRST AMENDED TO  
 SILVER DUNES  
 A CONDOMINIUM**  
 IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,  
 CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.  
 APRIL 1988



- LEGEND:**
- F.F.E. DENOTES FINISHED FLOOR ELEVATION
  - ELEV. DENOTES ELEVATION
  - UTL. DENOTES UTILITY
  - UNIT 12000C DENOTES AMENDED PLAT UNIT NUMBER (2200C)
  - UNIT 12000 DENOTES ORIGINAL PLAT UNIT NUMBER
  - XXXX DENOTES COMMON ELEMENT



**BUILDING "C"  
 SECOND FLOOR PLAN  
 F.F.E. - 22.07**

**NOTES:**  
 UNIT DIMENSIONS SHOWN HEREIN MAY VARY 0.10".  
 SEE SHEETS 10, 11 AND 12 OF 14.

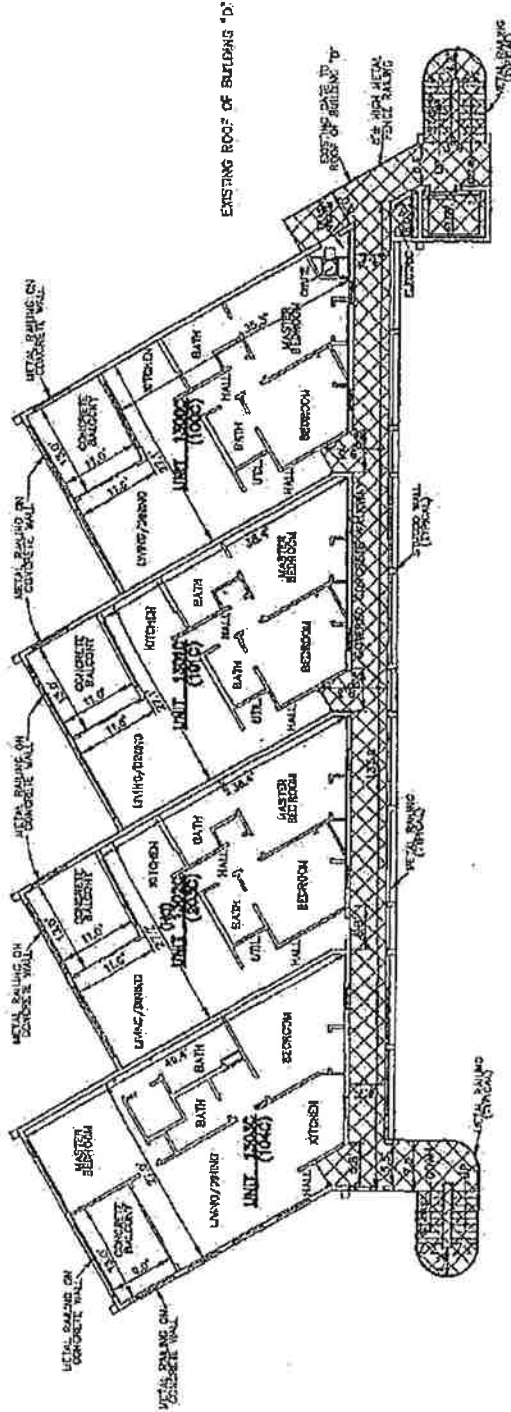
**EVERALD COAST ASSOCIATES, INC.**  
 12000 EVERALD COAST PARKWAY WEST, SUITE 1  
 DESTIN, FLORIDA 32114  
 PHONE 904-221-1111  
 FAX 904-221-1111  
 FILE 5-V-1

**FIRST AMENDED TO  
SILVER DUNES  
A CONDOMINIUM**  
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,  
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA,  
APRIL, 1988

**LEGEND:**

- F.F.E. FINISHED FLOOR ELEVATION
- ELEV. ELEVATOR
- (-HC) DENOTES HANDICAP
- UTIL. DENOTES UTILITY
- (-1300C) DENOTES AMENDED PLAT UNIT NUMBER
- (-1000C) DENOTES ORIGINAL PLAT UNIT NUMBER
- [Hatched Box] DENOTES COMMON ELEMENT

**GRAPHIC SCALE**



**BUILDING "C"  
THIRD FLOOR PLAN  
F.F.E. - 30.78'**

**NOTES:**

UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10" ±  
SEE SHEETS 10, 11, 12 AND 14 OF 14.

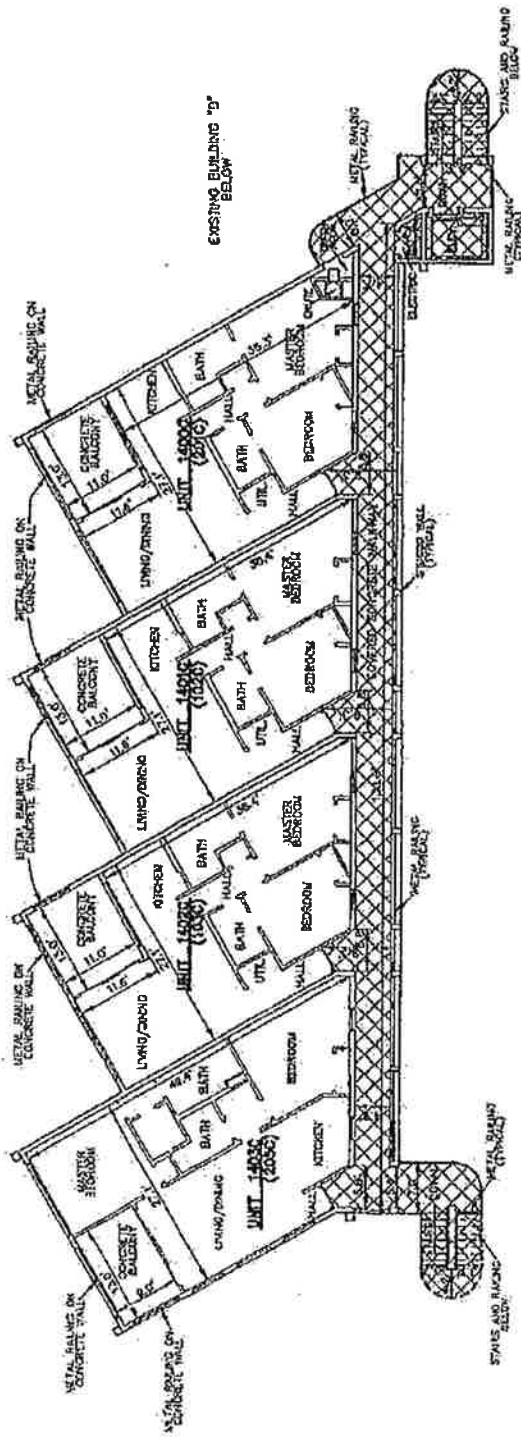
**EMERALD COAST ASSOCIATES, INC.**  
15000 EVERGLADES COAST PARKWAY, SUITE 100  
PENSACOLA, FLORIDA 32506  
PHONE (904) 433-1111  
FAX (904) 433-1111

**FIRST AMENDED TO  
 SILVER DUNES  
 A CONDOMINIUM**  
 IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,  
 CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.  
 APRIL, 1999

**LEGEND:**

- FIN. DENOTES FINISHED FLOOR ELEVATION
- ELEV. DENOTES ELEVATOR
- (IC) DENOTES HANDICAP
- UTIL DENOTES UTILITY
- UNIT 14000 DENOTES AMENDED PLAT UNIT NUMBER
- (201C) DENOTES ORIGINAL PLAT UNIT NUMBER
- [Cross-hatched box] DENOTES COMMON ELEMENT

**GRAPHIC SCALE**

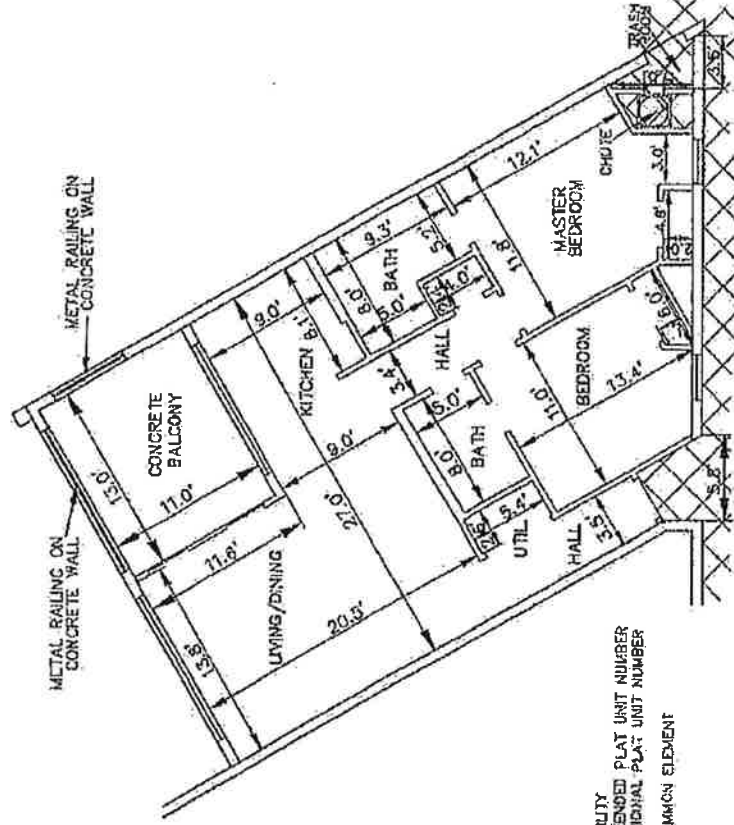
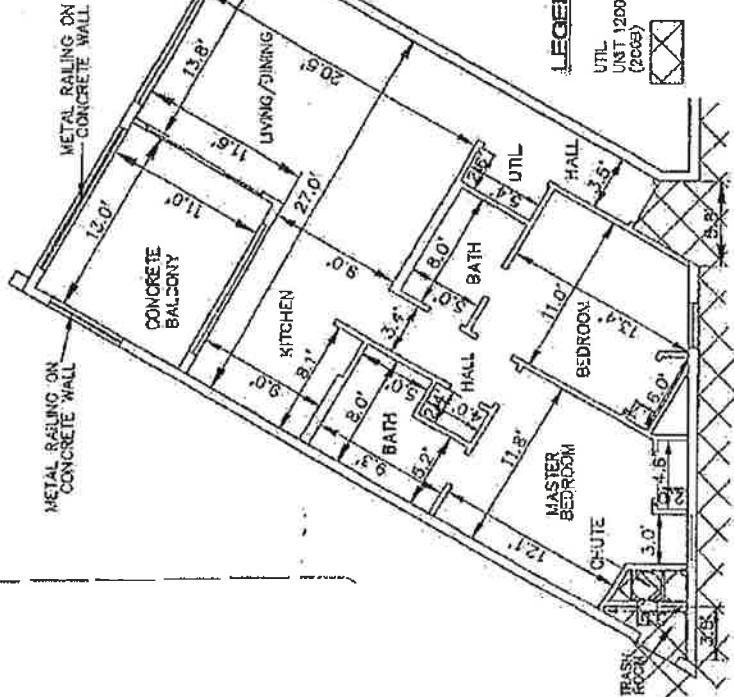
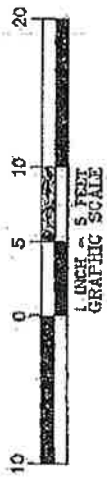


**BUILDING "C"  
 FOURTH FLOOR PLAN  
 F.F.E. - 39.36'**

**NOTES:**  
 UNIT DIMENSIONS SHOWN HEREON MAY VARY 0.10".  
 SEE SHEETS 10, 11 AND 12 OF 14.

**EMERALD COAST ASSOCIATES, INC.**  
 12645 BIRDALE COAST PARKWAY, SUITE 101  
 JACKSONVILLE, FLORIDA 32216  
 PROJECT NO. 97-074 (SHEET 24 OF 24)  
 FILE # 97-074 (SHEET 24 OF 24)

**FIRST AMENDED TO  
 SILVER DUNES  
 A CONDOMINIUM**  
 IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WESTY,  
 CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.  
 APRIL 1998



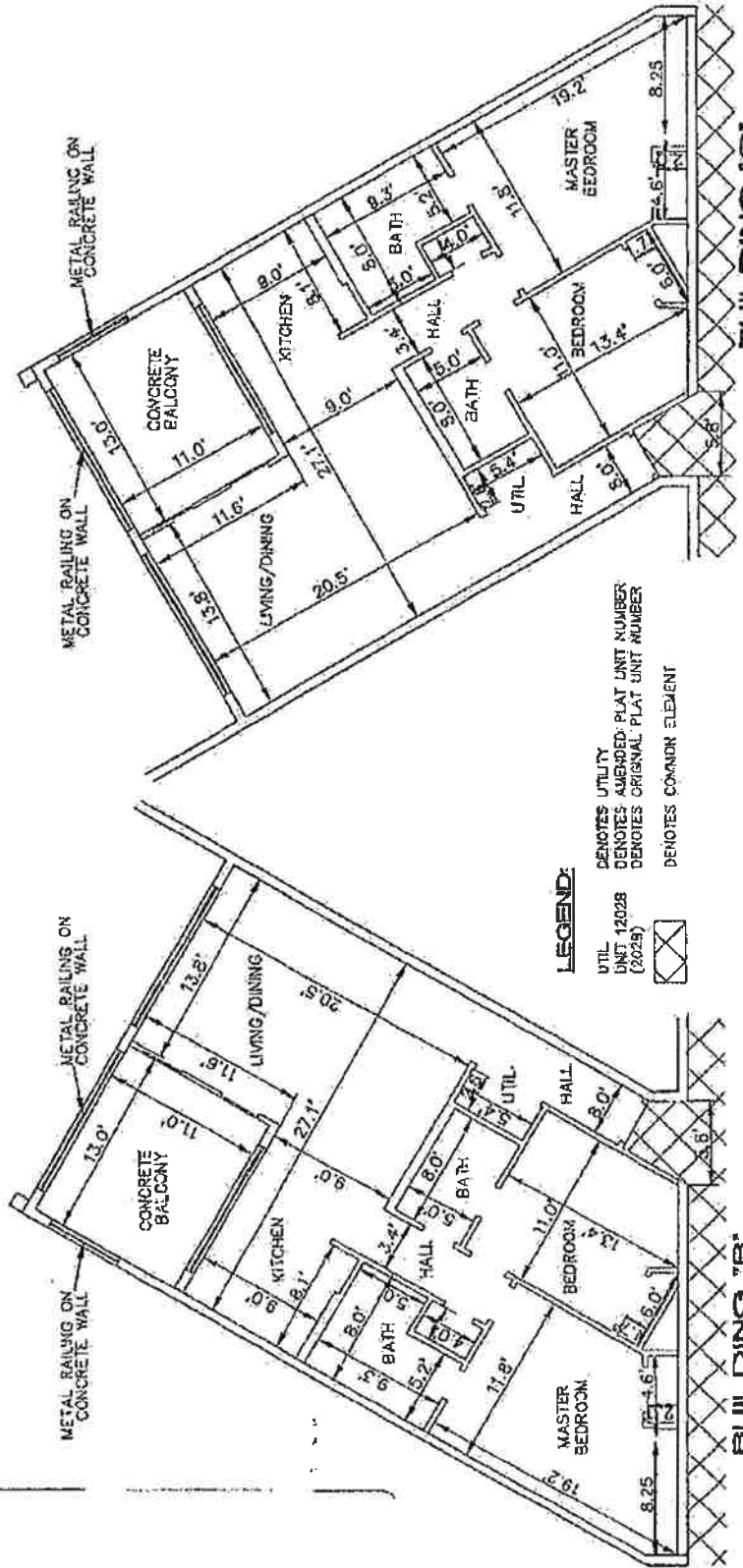
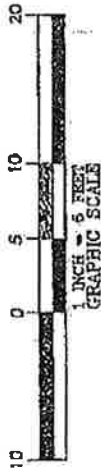
**LEGEND:**  
 UTL DENOTES UTILITY  
 UNIT 1200B DENOTES AMENDED PLAT UNIT NUMBER  
 (2008) DENOTES ORIGINAL PLAT UNIT NUMBER  
 DENOTES COMMON ELEMENT

**TYPICAL UNITS**

**NOTES:**  
 TYPICAL UNIT DIMENSIONS SHOWN  
 HEREON MAY VARY 0.10" ±

**EMERALD COAST ASSOCIATES, INC.**  
 10000 W. STATE ROAD 90, SUITE 1  
 DESTIN, FLORIDA 32541  
 PHONE: 904-224-1100  
 FAX: 904-224-1106

**FIRST AMENDED TO  
SILVER DUNES**  
A CONDOMINIUM  
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WEST,  
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.  
APRIL 1998



**LEGEND:**

- UTIL DENOTES UTILITY
- UNIT 1202B DENOTES AMENDED PLAT UNIT NUMBER
- (202B) DENOTES ORIGINAL PLAT UNIT NUMBER
- ☒ DENOTES COMMON ELEMENT

- BUILDING 'C'**
- 1201C (202C)
  - 1202C (204C)
  - 1301C (101C)
  - 1401C (102C)
  - 1402C (103C)

- BUILDING 'B'**
- 1201B (100B)
  - 1202B (202B)
  - 1203B (104B)
  - 1301B (201B)
  - 1302B (102B)
  - 1401B (203B)
  - 1402B (103B)

**TYPICAL UNITS**

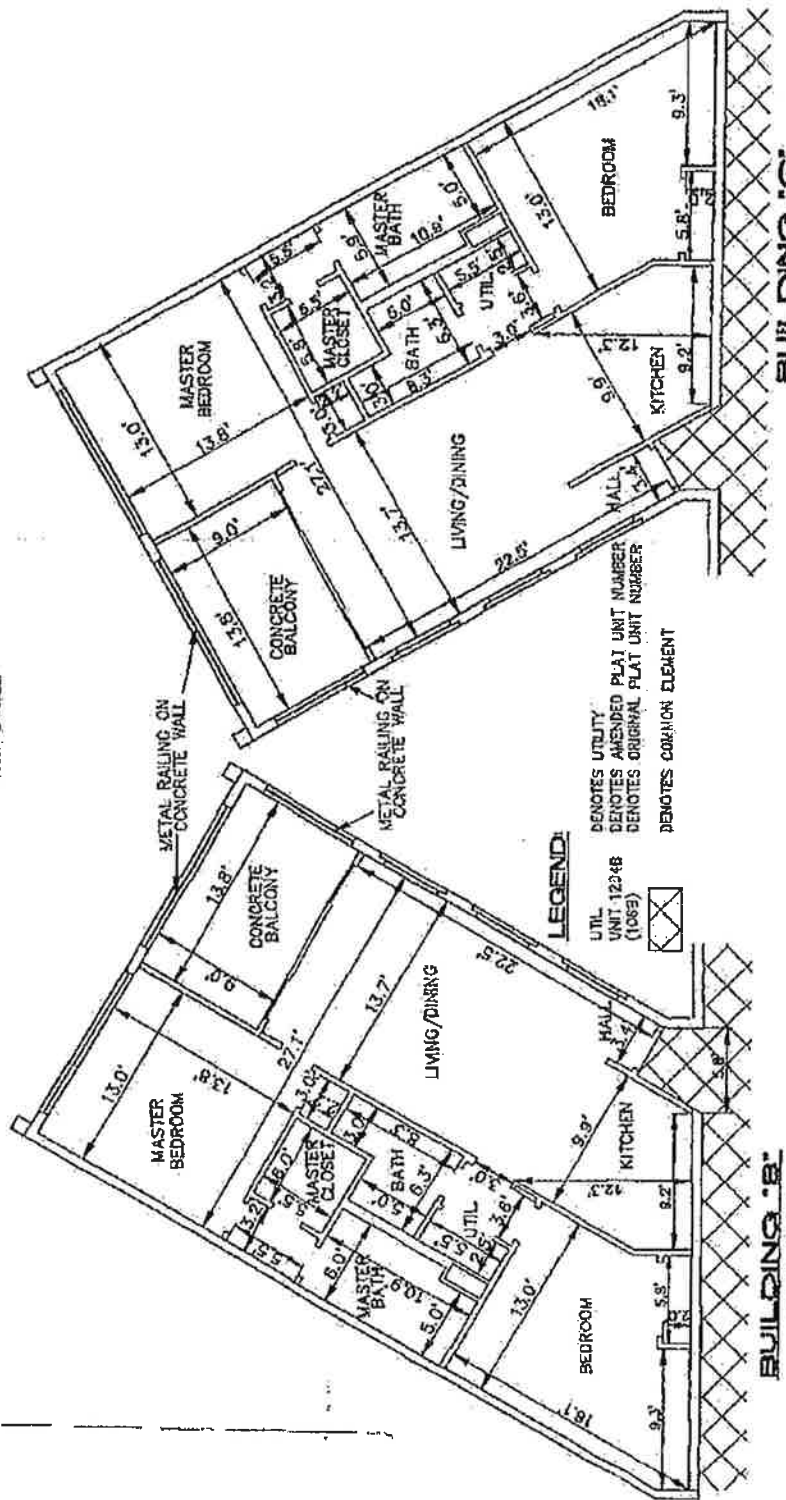
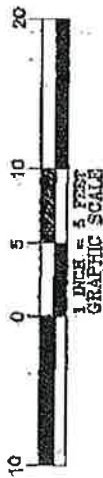
**NOTES:**  
TYPICAL UNIT DIMENSIONS SHOWN  
HEREON MAY VARY 0.75"

EVERALD COBBETT ASSOCIATES, INC.  
10000 UNIVERSITY BLVD., SUITE 100  
DUNEDIN, FLORIDA 33511  
TEL: 336-577-0000 FAX: 336-577-0001  
WWW.EVERALDCOBBETT.COM



# FIRST AMENDED TO SILVER DUNES A CONDOMINIUM

IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WESTY,  
 CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.  
 APRIL 1988



### LEGEND:

- UTIL UNIT 1224B (1068)
- DENOTES UTILITY
- DENOTES AMENDED PLAT UNIT NUMBER
- DENOTES ORIGINAL PLAT UNIT NUMBER
- DENOTES COMMON ELEMENT

### BUILDING 'B'

- 1204B (1068)
- 1304B (206B)
- 1404B (1058)

### BUILDING 'C'

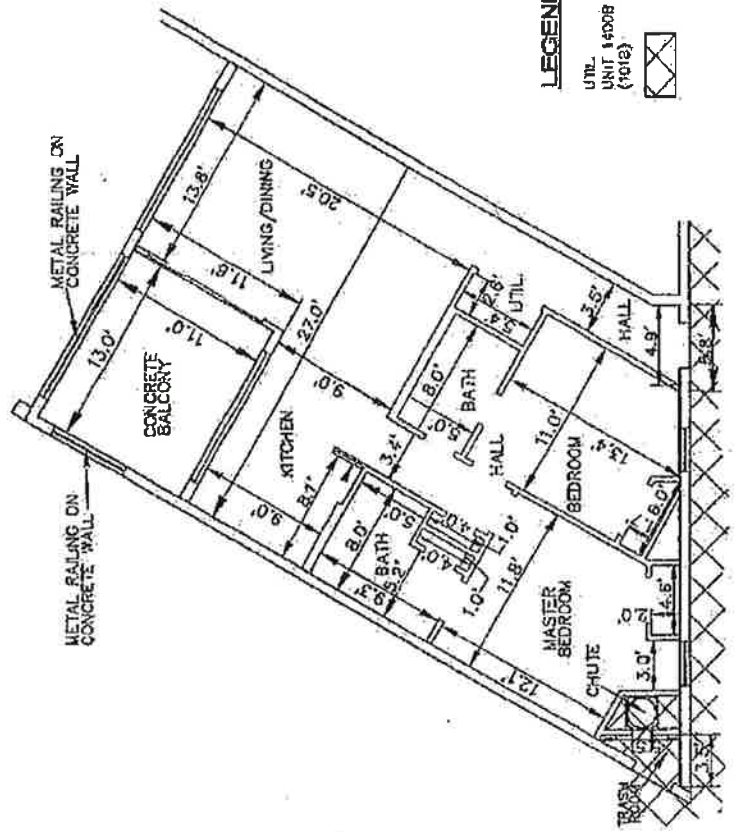
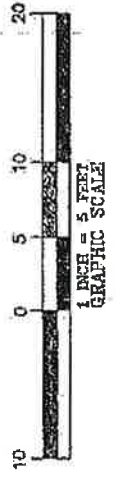
- 1203C (1056)
- 1303C (1046)
- 1403C (205C)

## TYPICAL UNITS

NOTES:  
 TYPICAL UNIT DIMENSIONS SHOWN  
 HEREON MAY VARY 0.10'±.

EMERALD COAST ASSOCIATES, INC.  
 1805 S. PEARL COAST PARKWAY, SUITE 1  
 FORT WORTH, TEXAS 76104  
 PHONE: 817-338-6334  
 FAX: 817-338-1250

**FIRST AMENDED TO  
SILVER DUNES  
A CONDOMINIUM**  
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WESTY,  
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA.  
APRIL 1998



**LEGEND:**  
 UTIL UNIT 1400B (101E)  
 DENOTES UTILITY  
 DENOTES AMENDED PLAT UNIT NUMBER  
 DENOTES ORIGINAL PLAT UNIT NUMBER  
 DENOTES COMMON ELEMENT

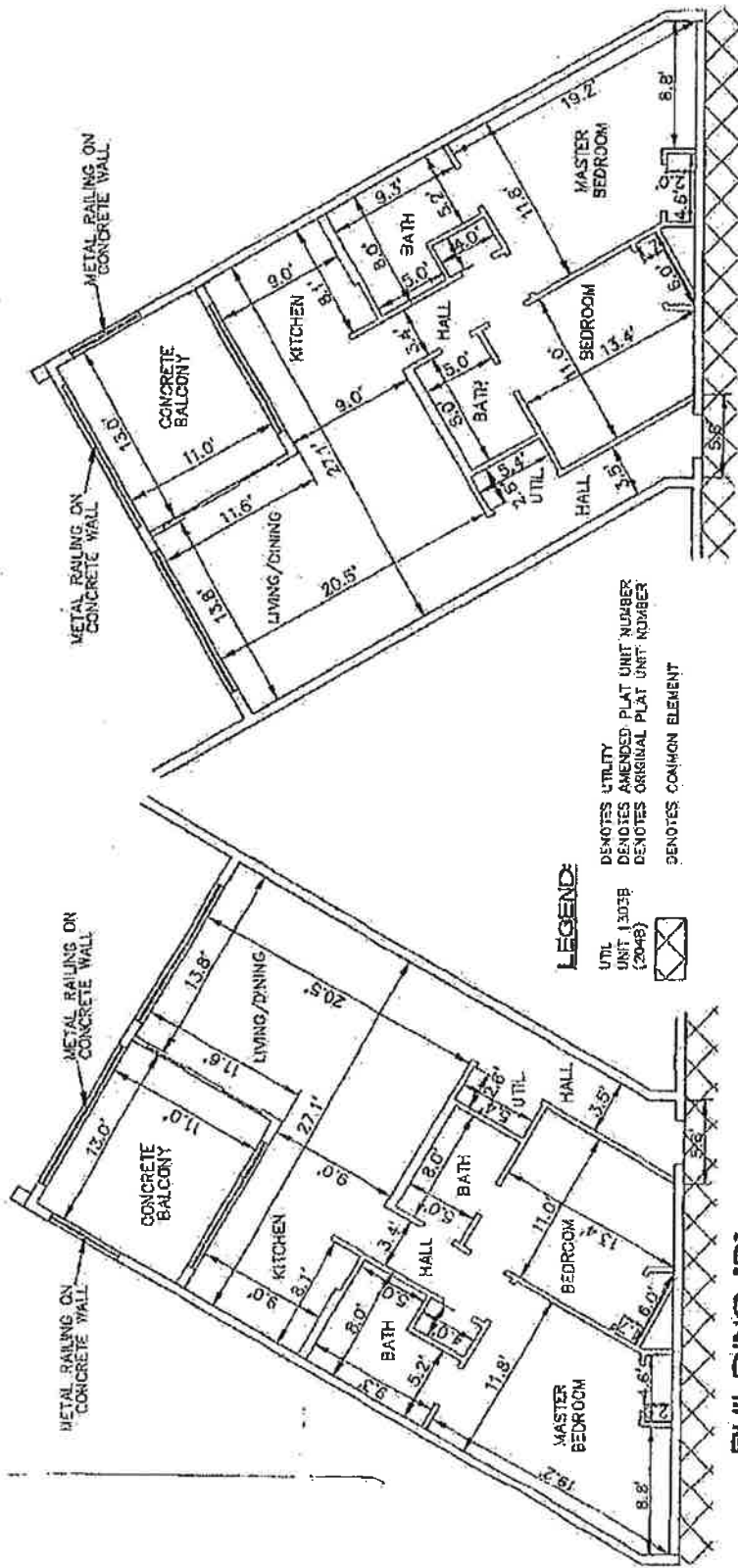
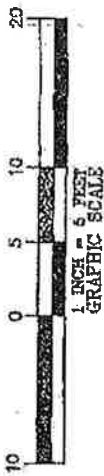
**BUILDING "B"  
HANDICAP UNITS**  
1400B (COMMON ELEMENT)  
1400E (101E)

**TYPICAL UNITS**

**NOTES:**  
TYPICAL UNIT DIMENSIONS SHOWN  
HEREON MAY VARY 0.10"±

**EVERALD COAST ASSOCIATES, INC.**  
1001 EAST GARDNER STREET, SUITE 201  
DESTIN, FLORIDA 32541 (904) 837-2812  
FAX: (904) 837-2812  
P.O. BOX 78-0014  
DUNES (SP-14)016

**FIRST AMENDED TO  
SILVER DUNES  
A CONDOMINIUM**  
IN UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 22 WESTY,  
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA,  
APRIL 1999



**LEGEND:**

- UTIL DENOTES UTILITY
- UNIT 1303B DENOTES AMENDED PLAT UNIT NUMBER (204B)
- UNIT 1403B DENOTES ORIGINAL PLAT UNIT NUMBER
- [Symbol] DENOTES COMMON ELEMENT

**TYPICAL UNITS**

**NOTES:**  
TYPICAL UNIT DIMENSIONS SHOWN  
HEREON MAY VARY 0.10%.

**EMERALD COAST ASSOCIATES, INC.**  
1206 DUNBAR COURT PARKWAY  
DESTIN, FLORIDA 32941 (904) 837-8221  
PROJECT: 99-001 (ASB) 10/18/98  
DATE: 12/15/98 UNISTAR-14006