

THE PALACIO AT PERDIDO

A CONDOMINIUM

/ THESE DOCUMENTS PREPARED BY:

HALL & RUNNELS
SUITE 2101, OLD SOUTH CENTRE
36468 EMERALD COAST PARKWAY
DESTIN, FL 32541
(850) 837-9166

THE PALACIO AT PERDIDO, A CONDOMINIUM

Table of Contents

	<u>Page</u>
DECLARATION OF CONDOMINIUM	1
JOINDER OF MORTGAGEE	22
SURVEYOR'S CERTIFICATE	23
Exhibit A - Legal Description, Site Plan and Graphic Descriptions	24
Exhibit B - Percentage of ownership in common elements, share in common expenses and share of common surplus	42
Exhibit C - Articles of Incorporation - The Palacio at Perdido Owners' Association, Inc.	43
Exhibit D - Bylaws of The Palacio at Perdido Owners' Association, Inc.	48
Exhibit E - Rules and Regulations	58
Exhibit F - Estimated Operating Budget	60
Exhibit G - Associated Commercial Parcel Easement and Reservation	65

“DECLARATION OF CONDOMINIUM FOR PALACIO AT PERDIDO, A CONDOMINIUM”

THIS DECLARATION OF CONDOMINIUM (“Declaration”) is made, pursuant to Chapter 718, Florida Statutes, for the purpose of submitting the land herein described and improvements constructed thereon to a condominium form of ownership to be known as Palacio at Perdido, a Condominium (“the Palacio”). This Declaration is made by Palacio, LLC, an Alabama Limited Liability Company (the “Developer”) as of the date set forth on the signature page hereof.

ARTICLE I. DEFINITION OF TERMS.

The terms used herein and within the Articles of Incorporation, Bylaws and Rules and Regulations of The Palacio at Perdido Owners' Association, Inc., shall have the meaning stated in the Condominium Act in relation to this condominium and as follows, unless the context otherwise requires. Where these definitions conflict with the Act, the definition expressly provided in the Act shall control in interpreting this Declaration.

1. Associated Commercial Parcel: Means the parcel identified and described in Exhibit G to this Declaration. Said Associated Commercial Parcel is excepted from the land submitted to condominium ownership.
2. Associated Commercial Parcel Easement and Reservation: Means the instrument attached as Exhibit G which provides for easements and shared use of the common elements in favor of the Associated Commercial Parcel.
3. Association: Association, as the term is used in these condominium documents, refers to The Palacio at Perdido Owners' Association, Inc., a Florida corporation not for profit, and its successors and assigns, as provided in the Condominium Act.
4. Board of Directors or Board: The board of directors for the Association.
5. Bylaws: Bylaws of the Association specified above, as they exist from time to time.
6. Common Expenses: Common expenses, as the term is used in these condominium documents, means the expense for which the Unit Owners are liable to the Association and shall include, but not be limited to, expenses of administration of The Palacio; expense of maintenance, operation and repair or replacement of the Common Property; any valid charge against the condominium as a whole; taxes imposed upon the Common Property by governmental bodies having jurisdiction over The Palacio; and the expenses declared to be common expenses by the provisions of the Condominium Documents, as same may be amended, from time to time, in accordance with the provisions thereof.
7. Common Property: Common Property is that which Florida Statutes define as “common elements” and shall mean and comprise all the real property, improvements and facilities to The Palacio including all parts of the buildings other than the Units as same are herein defined and shall include easements through Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to Units and easements of support in every portion of the Unit which contribute to the support of the improvements and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such Units.
8. Common Surplus: Common surplus, as the term is used in these condominium documents, means the excess of all the receipts of the Association including, but not limited to, assessments, rents, profits and revenues over the amount of the common expense.

9. **Condominium**: Condominium is that form of ownership of condominium property under which Units are subject to ownership by one or more owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Property.

10. **Condominium Documents**: Condominium documents are comprised of this Declaration establishing The Palacio and all exhibits thereto.

11. **Condominium Parcel**: Condominium parcel, as the term is used in these condominium documents, means a Unit together with an undivided share in the Common Property which is appurtenant to the Unit.

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

13. **Condominium Unit or Unit**: Condominium unit or "Unit", as the term is used in these Condominium Documents, refers to that part of the Condominium Property which is subject to private ownership. Excluded, however, from condominium Units are all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors and above the undecorated and/or unfinished inner surfaces of all interior and exterior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior or exterior wall or partition of balcony for the furnishing of utility services to Units and Common Property. All air conditioning equipment serving a Unit is considered to be a part of that Unit; any such equipment outside the boundaries of the Unit shall be a limited common element reserved for the use of said Unit to the exclusion of the other Units. The balcony or patio adjacent to each Unit, shall be a limited common element reserved for the use of said Unit to the exclusion of the other Units.

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

15. **Developer**: As used in the Condominium Documents, Developer means Palacio, LLC, an Alabama Limited Liability Company.

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

17. **Unit Owner**: Unit Owner, or owner of a Unit, or parcel owner, or private dwelling owner, means the owner of a Condominium Parcel.

18. **Singular/Plural; Genders**: Whenever the context of the Condominium Documents so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE II. SUBMISSION OF PROPERTY AND IMPROVEMENTS TO CONDOMINIUM OWNERSHIP.

1. Palacio, LLC will become the owner of fee simple property commonly referred to as The Palacio at Perdido pursuant to a contract for purchase entered into with Corporation, its present owner. Evidence of said contractual interest in the property is provided in this booklet. Developer will acquire the property prior to the sale of Units, subject to a mortgage obligation to a construction lender for construction of the Condominium, and such

other financing obligations as may be appropriate. The real property with the improvements thereon, which Developer submits to condominium ownership in accordance with Chapter 718, Florida Statutes, is described in Exhibit A.

On said real property there will be constructed a project comprised of one hundred and three (103) Units in one (1) building, identified as Units 101,102, 105, 106, 201 - 206, 301- 306, 401 - 406, 501-506, 601, - 606, 701- 706, 801 - 806, 901- 906, 1001-1006, 1101- 1106, 1201 - 1206, 1301 - 1306, 1401 - 1406, 1501- 1506, 1601 - 1606, 1701 - 1706, 1801 - 1806, 1901, 1902 and 1903; the size of said Units will range from 1313 square feet to 3578 square feet. Developer does hereby submit the above-referenced real property and improvements to condominium ownership to be known and identified as The Palacio at Perdido which shall consist of Units and Common Property, as said terms have been herein defined and described, which Units are further identified and designated in the site plan of this Condominium, a reduced copy of which is attached hereto and marked Exhibit A. Time share estates may not be created with respect to Units.

All buildings, Common Property and recreational facilities will be completed, recorded, and ready for occupancy by July 30, 2000.

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

Each Unit shall be conveyed and treated as individual property capable of independent use and ownership, subject to the restrictions, rules, regulations and conditions contained in these Condominium Documents, and the owner of each said Unit shall own, as an appurtenance to the ownership of said Unit, an undivided interest appurtenant to each said Unit being that which is here specifically assigned in Exhibit B attached hereto. The percentage of undivided interest in Common Property assigned to each Unit shall not be changed except with the unanimous consent of all of the owners of all of the Units.

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

ARTICLE IV. COMMON EXPENSES; COMMON SURPLUS.

Common Expenses shall be shared and Common Surplus shall be owned by the owners of all Units on a fractional basis for all Units based on proportional square footage as stated in Exhibit "B". Any Common Surplus which exists at the end of a fiscal year shall automatically be reapportioned to the budget of the next fiscal year.

ARTICLE V. THE PALACIO AT PERDIDO OWNERS' ASSOCIATION, INC.

The Palacio at Perdido Owners' Association, Inc., a Florida corporation not for profit, shall maintain,

manage and operate the Condominium Property.

All Unit Owners shall automatically become members of the Association after completion of closing of the purchase of a Unit in The Palacio.

The officers and directors of the Association shall have the powers set forth in this Declaration and the Association Bylaws, and shall, at all times, have a fiduciary relationship to the members of the Association and shall operate and manage the Association in the best interest of its members.

No person except in a capacity as an officer or a duly appointed agent of the Association shall have the authority to act for the Association.

The Association shall have the irrevocable right to have access to every Unit in The Palacio, from time to time, during reasonable hours, as may be necessary for the maintenance, repair, or replacement of any Common Property therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Property or to another Unit or Units.

The Association shall have the power to make and collect assessments, and to maintain, repair and replace the Common Property.

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

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

The Association shall have the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage and convey the same.

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

A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

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

ARTICLE VI. MEMBERSHIP IN THE ASSOCIATION; VOTING RIGHTS.

Membership in the Association shall be restricted to all of the record owners of the Units in The Palacio. Purchasers shall become members of the Association automatically upon the completion of closing of the purchase of a Unit in The Palacio.

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

ARTICLE VII. METHOD OF AMENDMENT OF DECLARATION OF CONDOMINIUM.

This Declaration and the Articles of Incorporation and Bylaws of the Association may be amended in the following manner:

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

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

A. If an amendment is proposed by the Board, it must be approved by not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Board and by not less than sixty-six and two-thirds (66-2/3%) of the votes of the entire membership of the Association thereafter, or

B. If an amendment is proposed solely by the membership, it must be approved by not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association

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

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

(ii) Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend this Declaration so as to correct any legal descriptions as contained herein which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as aforesaid by filing an amended legal description or descriptions as an amendment to the Declaration among the Public Records of Escambia County, Florida, which amendment or amendments shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the correct legal description. Such amendments need to be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors, or mortgagees of units of the Condominium, whether or not elsewhere required for amendments. However, as part and parcel of any such amendment as provided for in this subparagraph, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth: (aa) that said individual made an error in the legal description; (bb) that the error is corrected by the description contained in the amendment; and (cc) that it was the intent at the time of the incorrect legal description to make that description such as is contained in the new amendment. Developer reserves the right to correct such other defects by amendment to this Declaration, property executed and acknowledged, without approval of the Association, Unit Owners, lienors or mortgagees of Units provided such amendment does not materially affect the property rights of the above-named persons.

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

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

The Palacio at Perdido Owners' Association, Inc., has been incorporated as a Florida corporation not for profit, and its Articles of Incorporation, Bylaws, and Rules and Regulations are included within these Condominium Documents and attached hereto as Exhibits C, D and E, respectively.

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

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

1. By the Association: The Association shall maintain, repair and replace at the Association's own expense:
 - A. All Common Property.
 - B. All air conditioning and heating systems and equipment other than items providing service to an individual Unit.
 - C. All portions of the Units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load-bearing columns, but excluding interior non-bearing walls.
 - D. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the Unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained.
 - E. All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.
 - F. ASSOCIATION PARKING SERVICE RESPONSIBILITIES - The Association Board will be responsible for providing, or contracting with a third party to provide, qualified full-time attendant parking services for all Unit Owners and their guests anytime that the parking spaces located on the north side of Perdido Key Drive must be used to accommodate vehicles associated with occupancy of the units within the condominium. Funds sufficient to provide the necessary service shall be budgeted as a specific line item in each year's Annual Budget. This service may be provided for through the provisions of any professional condominium or association management agreement which the Association may enter into from time to time.
2. By the Condominium Parcel owner: The responsibility of the Condominium Parcel owner shall be as follows:
 - A. To maintain, repair and replace at his expense, all portions of the Unit except the portions to be maintained, repaired and replaced by the Association. Included within this responsibility of the Unit Owner shall be windows, screens and doors opening into or onto his Unit, sliding glass doors and plate glass. All

such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

B. Within the Unit, to maintain, repair and replace at his expense, all fans and air conditioning and heating equipment, stove, refrigerator, or other appliances or equipment, electrical fixtures, water heaters, or built-in cabinets, including any fixtures and/or their connections required to provide water, light, power, telephone, sewerage and sanitary service to his Unit. The Unit floors and interior walls and the floor and interior wall of any balcony attached to Units shall be maintained by the Unit Owner thereof at his own expense.

C. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

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

E. No Unit Owner other than the Developer shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any addition thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement without first obtaining approval from the Board of Directors.

3. Alteration and Improvement: There shall be no material alterations or substantial additions to Common Property, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of voting members casting not less than sixty-six and 2/3 percent (66-2/3%) of the total votes of the members of the Association present at any regular or special meeting of the Unit Owners called for that purpose and approved by the institutional mortgagee holding the greatest dollar volume of mortgages on the Condominium. The cost of the foregoing shall be assessed as Common Expenses of this Condominium. Where any alterations or additions as aforesaid are exclusively or substantially exclusively for the benefit of the Unit Owner(s) requesting same, then, the cost of such alterations or additions shall be charged against and collected solely from the Unit Owners exclusively or substantially exclusively benefitting, and the charge shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially benefit Unit Owners requesting same, said alterations or additions shall be made only when authorized by the Board of Directors and ratified by not less than sixty-six and 2/3 percent (66-2/3%) of the total votes of the Unit Owners exclusively or substantially exclusively benefitting therefrom and where said Unit Owners are ten or less, the approval of all but one shall be required. Alterations and improvements or repairs of an emergency nature may be made upon authorization by a vote of a majority of the directors available for consultation, if same is necessitated, and in the best interests of the Unit Owners.

ARTICLE XI. ENFORCEMENT OF MAINTENANCE.

In the event the a Unit Owner fails to maintain such Unit as required above, the Association, Developer, or any other Unit Owners shall have the right to seek compliance with the foregoing provisions and any and all remedies available by law.

ARTICLE XII. PURCHASER'S CONDOMINIUM FUND.

At the time the Developer sells and closes a Condominium unit to a purchaser, purchaser thereby becoming a Unit Owner to this Condominium, such purchaser shall deposit the equivalent of three (3) times the purchaser's estimated monthly condominium assessment as determined at the time of closing, which amounts shall be deposited to the Association to pay advance utility deposits, insurance trustee fees, advance premiums on casualty, workmen's compensation and liability policies and for the purpose of defraying such capital expenses as may arise during the initial period of Association operations. This deposit is not a regular contribution of, nor is it in lieu of, the monthly maintenance fee. The balance of such funds shall be used by the Association for future

operating expenses.

The Association shall approve all sales of Units other than sales in which the Developer is the seller. A fee for such approval may be charged, and the amount thereof shall be determined by the Board in accordance with the Florida Condominium Act, as amended from time to time. The initial amount of the fee shall be \$50 until otherwise determined by the Board.

ARTICLE XIII. RESIDENTIAL USE RESTRICTIONS APPLICABLE TO CONDOMINIUM UNITS.

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

1. Each Unit is hereby restricted to residential or rental use by only the owner thereof, his immediate family, guests, invitees or lessees. No Unit may be divided or subdivided into smaller units nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the Unit to be affected. However, while the Developer is still selling Units, unsold Units may be used in the Developer's sales program as model units, sales offices or for any purpose deemed appropriate by the Developer in his sales promotion efforts.

2. The use of Common Property by the owners or lessees of all Units and all other parties authorized to use same shall be at all times subject to such rules and regulations as may be prescribed and established in the Condominium Documents governing such use or which may be hereafter prescribed and established in the Condominium Documents by the Association. The Association shall have the specific authority to assign use of parking spaces to individual Unit Owners.

3. No immoral, improper, offensive or unlawful use shall be made of any Unit or of the Common Property or of any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over The Palacio shall be observed.

4. Nothing shall be done or kept in any Unit or in the Common Property which will increase the cost of insurance paid by the Association, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Property which will result in the cancellation of insurance in the Condominium Property or contents thereof, or which would be in violation of any law. No wasting of Condominium Property will be permitted.

5. No nuisance shall be allowed upon the Condominium Property, nor shall any use or practice be allowed which is an unreasonable source of annoyance to Unit Owners or which interferes with the peaceful and proper use of the Condominium Property by any Unit Owner, including but not limited to, repairs made within a unit before 9:00 a.m. or after 5:00 p.m.

6. Common household pets are permitted to be kept by Unit Owners (and shall not be kept by guests or tenants) but shall not be kept in such number as to be an annoyance to other Unit Owners. All pets must be held, or kept leashed and under the control of a responsible party at all times that they are in the Common Property. All owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. Should a Unit Owner fail to clean up after his pet, the Association shall perform that service and bill the Unit Owner accordingly. The Association reserves the right to designate specific areas within the Common Property, if any, where pets may be walked on leashes by their owners. The Association further reserves the right to adopt and enforce additional pet regulations necessary to ensure that pets are not and do not become a nuisance, and demand that a member permanently remove any and all pets which create disturbances and annoyances from the Condominium Property.

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

8. In order to preserve the aesthetic qualities of the Condominium, all fabric and materials used as draperies or other window treatment located within the interior of any Unit which can be viewed from the exterior of the Unit through the windows thereof from any heights or location must be white or lined, finished or otherwise covered with white drapery linings.

9. In case of an emergency originating or threatening any Unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors, or any person authorized by it, or the building superintendent or managing agent, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate and to facilitate entry in the event of any such emergency, the owner of each Unit, as required by the Association, shall deposit a key with the Association.

10. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Property or any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Property or to a Unit or Units.

Whenever it shall be necessary to enter any Unit for the purpose of performing any maintenance, alteration, or repair to any portion of the Common Property, the owner of each Unit shall permit the duly constituted and authorized agent of the Association, to enter such Unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

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

12. The Association shall not have the right to make or cause to be made such alterations or improvements to the Common Property which prejudice the rights of the owner of any Unit in the use and enjoyment of his Unit, unless, in each instance, such owner's written consent has been obtained. The making of such alterations and improvements must be approved by the Board of Directors of the Association, and the cost of such alterations or improvements shall be assessed as Common Expense to be assessed and collected from all of the owners of Units. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner of a Unit requesting the same, then the cost of such alterations and improvements shall be charged against and collected from the Unit Owner exclusively or substantially benefitted. Such charge is to be levied in such proportion as may be determined by the Board of Directors.

13. The Common Property shall be used only for the purposes for which they are intended in the furnishing of said services and facilities for the enjoyment of the Units. However, while the Developer is still selling Units, the Common Property may be used by the Developer's marketing program in the manner Developer

sees appropriate to use such Common Property.

ARTICLE XIV. INSURANCE.

1. The owner of each Unit may, at his expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner, and may, at his expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's Unit or upon the Common Property. All such insurance obtained by the owner of each Unit shall, whenever such provisions be available, provide that the insurer waives its right of subrogation as to any claims against other owners of Units, the Association or Developer, and their respective servants, agents and guests. Risk of loss or of damage to any furniture, furnishings and personal property (constituting a portion of the Common Property) belonging to or carried on the person of the owner of each Unit, or which may be stored in any Unit, or in, to, or upon Common Property, shall be borne by the owner of each Unit. All furniture, furnishings and personal property constituting a portion of the Common Property and held for the joint use and benefit of the Unit Owners shall be covered by such insurance as shall be maintained in force and effect by the Association as hereafter provided. The owner of a Unit shall be liable for injuries or damage resulting from an accident within his own Unit, to the same extent as for an accident occurring within his residence. Any and all insurance or reinsurance placed or contracted for by any owners having an interest in any Unit must be so placed with an insurer licensed and authorized to do business in the State of Florida and maintaining a licensed agent in the State of Florida.

2. The following insurance coverage shall be maintained in full force and effect by the Association covering the operation and management of the Condominium:

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

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

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

D. Employee Honesty Insurance and/or fidelity bonding for all persons who control or disburse funds of the Association which meets or exceeds the requirements of Section 718.111(11), F.S. (1998).

E. Such other insurance coverage the Board of Directors, in its sole discretion, may determine from time to time to be in the best interests of the Association and each Unit Owner individually.

All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability by all owners of Units as a group and each Unit Owner individually.

All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all owners of all Units. The cost of obtaining the insurance coverage authorized above is

declared to be a Common Expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

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

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

The insurance trustee shall be a banking institution having trust powers and doing business in the State of Florida. The insurance trustee shall not be liable for the payment of premiums nor for the renewal of any policy of fire insurance and casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the insurance trustee shall be to receive such proceeds of fire and casualty insurance as are paid and to hold the same in trust for the purposes herein stated for the benefit of the Association and the owners of all Units and their respective mortgagees. Such insurance proceeds are to be disbursed and paid by the insurance trustee as herein provided. The Association, as a Common Expense, shall pay a reasonable fee to said insurance trustee for its services rendered hereunder, and shall pay such costs and expenses as said insurance trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said insurance trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said insurance trustee. Whenever the insurance trustee may be required to make distribution of insurance proceeds to owners of Units and their mortgagees, as their respective interests may appear, or to any other party for repair, replacement or reconstruction of property, the insurance trustee may rely upon a certificate of the president and secretary of the Association, executed under oath, which certificate will be provided to said insurance trustee upon request of said insurance trustee made to the Association. Such certificate is to certify unto said insurance trustee the name of the owner of each Unit, the name of the mortgagee who may hold a mortgage encumbering each Unit, and the respective percentages of any distribution which may be required to be made to the owner of any Unit, and his respective mortgagee, as their respective interest may appear, or to certify the name of the party to whom payments are to be made for repair, replacement or reconstruction of property. In the event any insurance proceeds are paid to the insurance trustee for any fire or casualty loss, the holder of any mortgage encumbering a Unit shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage, unless such insurance proceeds represent a distribution to the owner of any Unit and his respective mortgagee, by reason of loss of or damage to personal property constituting a part of the Common Property and as to which a determination is made not to repair, replace or restore such personal property.

In the event of the loss or damage to only Common Property, real or personal, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the insurance trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such Common Property, then such excess insurance proceeds paid to the owner of each Unit and his mortgagee shall bear the same ratio to the total excess insurance proceeds as the undivided interest in Common Property appurtenant to each Unit bears to the total

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

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

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

If the fire and casualty insurance proceeds payable to the insurance trustee in the event of the loss of or damage to Common Property and Units are not in an amount which will pay for the complete repair, replacement or reconstruction of the Common Property, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of Common Property before being applied to the repair, replacement or reconstruction of a Unit, then the cost to repair, replace or reconstruct said Common Property in excess of available fire and casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all Units in the same manner as would be levied and collected had the loss or damage sustained been solely to Common Property and the fire and casualty insurance proceeds been not sufficient to cover the cost of repair, replacement or reconstruction. The cost of repair, replacement or reconstruction of each Unit sustaining loss or damage shall be charged and collected from the owners of Units sustaining the loss or damage in the same manner as is above provided for the apportionment of such charges between the owners of Units sustaining the loss or damage.

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

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

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

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

ARTICLE XV. EASEMENTS

1. The Units and Common Property shall be, and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established in the Condominium documents governing the use of said Units and Common Property and setting forth the obligations and responsibilities incident to ownership of each Unit and its appurtenant undivided interest in the Common Property, including, but not limited to the Associated Commercial Parcel Easement and Reservation. Said Units and Common Property are further declared to be subject to the restrictions, easements, conditions and limitations now of record affecting the real property and improvements of the Condominium.

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

3. The Common Property shall be, and the same is hereby declared to be, subject to the perpetual non-exclusive easements of way over all roads and walkways in favor of all Unit Owners, for all property and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of said Unit Owners, subject to all restrictions in the Condominium Documents. Further the Common Property shall be and is hereby declared to be, subject to the easement rights reserved in the Associated Commercial Parcel Easement and Reservation.

4. In the event that any Unit shall encroach upon any Common Property for any reason not caused

by the purposeful or negligent act of the Unit Owner, or agents of such owner, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment upon the Common Property, for so long as such encroachment shall naturally exist; and in the event that any portion of the Common Property shall encroach upon any Unit then an easement shall exist for the continuance of such encroachment of the Common Property upon any Unit for so long as such encroachment shall naturally exist.

5. Easements of ingress and egress are reserved over and upon all of the Common Property of the Condominium for the Developer, its agents, guests, designees, successors and assigns for so long as Developer is constructing improvements on Condominium Property or Developer owns a Unit or the Associated Commercial Parcel.

6. Developer, its successors, assigns, agents, invitees and guests shall have in addition to all easements granted to Unit Owners, a perpetual easement throughout the Condominium property and any office thereon for the purpose of engaging in resort operations and administration, real estate sales, rental management, and all similar and related activities, and for such other activities that do not unreasonably interfere with the use of the Condominium Property by the Owners. While such activities are anticipated to be generally related to the benefit of the Unit Owners and their guests, there is no requirement that they be so related. Specifically, and to avoid dispute, Developer and its successors, assigns, invitees and guests have a perpetual easement and right, for the purpose of maid service, laundry service (including the use of chutes, if any), food preparation and service, retailing and utility and telephone service and any other purpose reasonably related to its permitted activities throughout the Condominium Property, whether or not the provision of said services utilizes any of the Common Property, or whether such services, or any portion thereof, are partially or completely assessed as a Common Expense.

7. The property submitted to Condominium ownership as The Palacio, a Condominium will be granted a non-exclusive easement for storm water drainage into the Retention Area more particularly shown on Exhibit A to this Declaration, together with a non-exclusive easement for ingress and egress for the maintenance of said Retention Area. The Developer shall record a separate easement document conforming to the provisions of this paragraph prior to the conveyance of the first Unit to a purchaser in this Condominium.

8. The property submitted to Condominium ownership as The Palacio at Perdido, a Condominium, shall include exclusive parking rights reserved pursuant to an exclusive easement for parking in the areas as more particularly shown on the Site Plan in Exhibit A to this Declaration. This easement is attached here as Exhibit G to this Declaration and thereby incorporated herein.

ARTICLE XVI. TERMINATION.

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

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

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

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

1. No Unit may be divided or subdivided into a smaller unit, nor shall any Unit or portion thereof be added to or incorporated into any other Unit except by the vote of a majority of the entire membership of the Association.
2. Recognizing the proper use of a Unit by an owner is dependent upon the use and enjoyment of the Common Property in common with others of all other Units, and that it is in the interest of all owners of the Units that the ownership of the Common Property be retained in common by the owners of Units, it is declared that the percentage of the undivided interest in the Common Property appurtenant to each Unit shall remain undivided and no owner of any Unit shall bring or have any right to bring any action for partition or division thereof.

ARTICLE XVIII. ASSESSMENTS.

1. **Liability, Lien and Enforcement:** The Association is given the authority to administer the operation and management of the Condominium, it being recognized that the delegation of such duties to one entity is in the best interest of the owners of all Units. To properly administer the operation and management of the Condominium, the Association will incur costs and expenses for the mutual benefit of all of the Unit Owners,

which will be continuing and/or recurring costs, as the case may be. To provide the funds necessary for such proper operation, the Association has heretofore been granted the right to make, levy and collect assessments against the owners of all Units and said Units. In furtherance of said grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation and management of the Condominium and the lease and rental, the following provisions shall be effective and binding upon all Unit Owners:

A. All assessments levied against all the Unit Owners and said Units shall be uniform and unless specifically otherwise provided for in this Declaration of Condominium, the assessments made by the Association shall be in proportion so that the amount of assessment levied against each Unit Owner and his Unit shall bear the same ratio to the total assessment made against all Unit Owners and their Units as does the undivided interest in Common Property appurtenant to all Units.

B. The assessment levied against each of the Unit Owners and his Unit shall be payable in monthly installments, or in such other installments and at such times as may be determined by the Board of Directors.

C. The Board of Directors shall establish an annual budget, in advance, for each fiscal year which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies, reserves, insurance, etc. Said budget shall take into account any projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Upon adoption of such annual budget by the Board of Directors, copies of said budget shall be delivered to each Unit Owner and the assessment for said year shall be established based upon such budget, although the failure to deliver a copy of said budget to each Unit Owner shall not affect the liability of any Unit Owner for such assessment. Should the Board of Directors at any time determine, in its sole discretion that assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessments as it shall deem necessary in accordance with the applicable Condominium Document provisions.

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

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

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

G. No Unit Owner may exempt himself from liability for any assessment levied against such owner and his Unit by waiver of the use of enjoyment of any of the Common Property, or by abandonment of the Unit, or in any other way.

H. Recognizing the necessity for providing proper operation and management of the Condominium entails the continuing payment of costs and expenses therefor, which results in benefits to all the Unit Owners, and that the payment of such Common Expenses by the Association is necessary in order to preserve and protect the investment of the owner and his appurtenant undivided interest in the Common Property, the Association shall be entitled to a lien against units for delinquent assessments. Said lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each Unit, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing the Association. Said lien shall also secure all costs and expenses, including a reasonable attorney's fee incurred by the Association in enforcing this lien upon said Unit and its appurtenant undivided interest in the Common Property. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages in the State of Florida. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit, or who may be given or acquired a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association and shall acquire such interest in any Unit expressly subject to lien.

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

J. The liability of a first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure for the share of Common Expenses or assessments attributable to the Condominium parcel or chargeable to the former Unit Owner shall be only as specified in Section 718.116, Florida Statutes.

Whenever any purchaser of a Unit (other than a first mortgagee as set forth above) obtains title to the Unit, such acquirer of title and his successors and assigns shall be liable for unpaid assessments on the Unit that became due prior to receipt of title.

K. Whenever any Unit may be sold or mortgaged by the owner thereof, which shall be concluded only upon compliance with other provisions of this Declaration, the Association upon written request of the owner of such Unit shall furnish to the property purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such Unit. Such statement shall be executed by an officer of the Association. Any purchaser or mortgagee may rely upon such

statement in concluding the proposed lease, purchase or mortgage transaction and the Association shall be bound by such statement.

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

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

2. Payment of Personal Property Taxes on Association Property: All personal property taxes levied or assessed against personal property owned by the Association shall be paid by such Association and shall be included as a Common Expense in the annual budget of the Association.

ARTICLE XIX. REMEDIES IN EVENT OF DEFAULT.

Each Unit Owner shall be governed by and shall comply with the provisions of the Condominium Documents as any of the same are now constituted or as they may be amended from time to time. A default by any Unit Owner shall entitle the Association or other Unit Owners to the following relief:

1. Failure to comply with any of the terms of the Condominium Documents as they may be amended shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of a lien, fines as permitted by Florida law, disapproval of a proposed lease of a Unit, or, if appropriate, suit by an aggrieved owner of a Condominium Unit. The procedure for fines is set forth in the Rules and Regulations (Exhibit E).

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

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

4. In any proceeding arising because of an alleged default by any Unit Owner, the prevailing party, shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court.

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

6. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants, or conditions of these Condominium Documents, shall be deemed to be cumulative,

and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

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

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

ARTICLE XX. NOTICE TO THIRD PARTIES.

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

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

1. When Unit Owners other than the Developer own 15% or more of the Units within the Condominium that will operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Directors. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors:

- (a) three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (b) three months after 90% of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (c) when all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
- (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;
or
- (e) seven (7) years after recordation of the Declaration;

whichever occurs first. The Developer shall be entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least 5% of the Units within the Condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

2. Within seventy-five (75) days after the owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than sixty (60) days' notice of an election for this purpose. The notice may be given by any owner if the Association fails to do so.

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

A. Assessment of the Developer as a Unit Owner for capital improvements.

B. Any action taken by the Association that would be detrimental to the sales of Units by the Developer. However, an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed detrimental to the sales of Units.

4. Whenever the Developer shall be entitled to designate and select any person to serve on any Board of Directors, the manner in which such person shall be designated shall be as provided in the Articles of Incorporation and/or Bylaws of the Association, and the Developer shall have the right to remove any person selected by it to act and serve on said Board of Directors and to replace such person with another person to act and serve in the place of any director so removed for the remainder of the unexpired term of any director so removed. Any director designated and selected by the Developer need not be a resident of The Palacio. The election of a Board of Directors by the Unit Owners may be accelerated by Developer, in its discretion, upon giving twenty (20) days' written notice of the same to all Unit Owners.

ARTICLE XXII. SIGNS, SALES OFFICE, MODEL UNITS.

With the exception of the sign originally constructed to designate this Condominium and the activities to be conducted within such Condominium, no "sold" or "for sale" or "for rent" signs or other advertising shall be maintained or permitted on Units in the Condominium. The Developer, its successors and assigns, may make such use of the unsold Units, the Associated Commercial Parcel and Common Elements as may facilitate such completion and sale, including but not limited to, the maintenance of a sales office and model units and display of signs on the premises and to advertise, sell, mortgage or otherwise deal with any Unit owned by it without the necessity of obtaining approval of the Board of Directors.

ARTICLE XXIII. SPECIAL AMENDMENT.

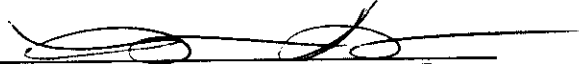
In addition to any other method of amending this Declaration provided for elsewhere herein, the Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Units, (iii) to bring this Declaration into compliance with the Florida Condominium Act, or (iv) to correct clerical or typographical errors in this Declaration or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to make, execute and record Special Amendments. The reserved rights of the Developer under this Article shall terminate three (3) years from the date of recording of the Declaration.

ARTICLE XXIV. ACQUISITION OF TITLE TO REAL PROPERTY.


The Association may acquire title to real property, either in fee or as lessee upon the approval of the acquisition by not less than 66-2/3% of the votes of the entire membership of the Association.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered
in the presence of:


Type name: LESLEY LYNN KIZZEE

Palacio, LLC, an Alabama Limited Liability
Company

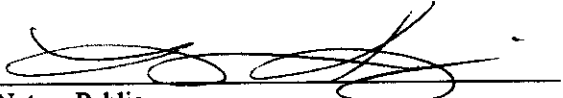

Type name: Susan M. Dutcher

By: 
Ron Durham, Its Member

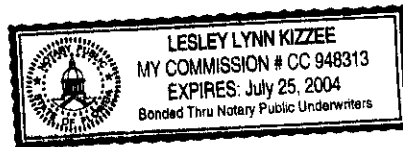
STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me this 31st day of October, 2001,
by Ron Durham, as Member of Palacio, LLC, an Alabama Limited Liability Company, on behalf of the company.
(He is personally known to me) or produced _____ as identification and did not take an oath.

(Affix Seal)


Notary Public
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
Steven K. Hall
Davage J. Runnels, III
Hall & Runnels, P.A.
36468 Emerald Coast Parkway, Suite 2101
Destin, Florida 32541



**JOINDER OF MORTGAGEE
OF
DECLARATION OF CONDOMINIUM**

AmSouth Bank, hereinafter referred to as "Lender", the owner and holder of a mortgage encumbering the property described in Exhibit A of this Declaration of Condominium for Palacio at Perdido, a condominium, which mortgage is that certain Mortgage and Security Agreement dated the 8th day of October, 1999 and recorded in Official Records Book 4482 at page 907, amended in Official Records Book 4604 at Page 191, both of the Public Records of Escambia County, Florida, to the extent it is required to do so under the laws of the State of Florida, joins in the making of the foregoing Declaration of Condominium and agrees that the lien of said mortgage shall hereafter encumber each and every of the units as set forth in said Declaration including, but not limited to, all of the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit of affect the mortgage held by AmSouth Bank or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of the Lender to the Declaration of Condominium as hereinabove provided.

AmSOUTH BANK

WITNESSES:

Ellen Randolph
Print Name: ELLEN Randolph

Davage J Runnels III
Print Name: Davage J Runnels III

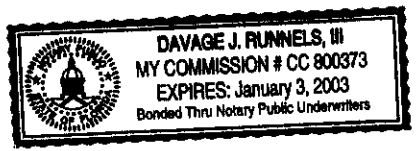
By: Cecilia Haught
Cecilia Haught, Vice President

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing Joinder of Mortgagee of Declaration of Condominium was acknowledged before me this 31 day of October, 2001, by Cecilia Haught, Vice President of AmSouth Bank, an Alabama banking corporation, on behalf of said corporation. He is personally known to me.

(Notary Seal must be affixed)

Davage J Runnels III
Signature of Notary



SURVEYOR'S CERTIFICATE

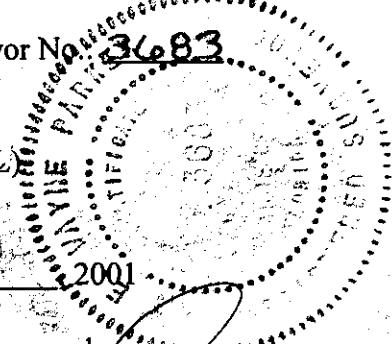
THE PALACIO AT PERDIDO, A CONDOMINIUM

I, **E. Wayne Parker** (Registered Land Surveyor No. 3683, State of Florida), a surveyor authorized to practice in the State of Florida, on behalf of Northwest Florida Engineering and Surveying, Inc. I hereby certify that the construction of the improvements described in Exhibit A of the Declaration of Condominium of The Palacio at Perdido, a Condominium, attached hereto, consisting of seventeen (17) pages is substantially complete so that the material, together with the provisions of the Declaration relating to matters of survey describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements, limited common elements, and each unit can be determined from these materials and that improvements, including but not limited to, landscaping, utility services and access to the unit and common element facilities have been substantially completed.

**NORTHWEST FLORIDA ENGINEERING
AND SURVEYING, INC.**

By: *E. Wayne Parker*
E. WAYNE PARKER
Registered Land Surveyor No. 3683
State of Florida

(SEAL)



Sworn to and subscribed before me this 31 Day of October 2001

Doretta W. Dunn
NOTARY PUBLIC

(NOTARY SEAL)

My Commission Expires:

9/10/04

A notary seal for Doretta W. Dunn, My Commission CC966607, Expires September 10, 2004. The seal features a star and the text "Doretta W. Dunn", "My Commission CC966607", and "Expires September 10, 2004".

PALACIO AT PERDIDO, A CONDOMINIUM

EXHIBIT A TO THE DECLARATION OF CONDOMINIUM

LEGAL DESCRIPTION, SITE PLAN AND GRAPHIC DESCRIPTIONS

NORTH PARCEL

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.

COMMENCE AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 88°30'59" EAST ALONG THE NORTH LINE OF THE AFORESAID FRACTIONAL SECTION 35 A DISTANCE OF 1320.40 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE AFORESAID FRACTIONAL SECTION 35; THENCE GO SOUTH 01°32'12" WEST ALONG THE WEST LINE OF THE AFORESAID EAST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 35 A DISTANCE OF 1320.40 FEET TO THE NORTHWEST CORNER OF GOVERNMENT LOT 2 OF THE AFORESAID FRACTIONAL SECTION 35; THENCE GO SOUTH 88°30'59" EAST ALONG THE NORTH LINE OF THE AFORESAID GOVERNMENT LOT 2 A DISTANCE OF 500.00 FEET; THENCE DEPARTING THE AFORESAID NORTH LINE OF GOVERNMENT LOT 2 GO SOUTH 01°32'12" WEST A DISTANCE OF 215.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°32'12" WEST A DISTANCE OF 322.86 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF NEW GULF BEACH HIGHWAY (A.K.A. PERDIDO KEY DRIVE - STATE ROAD NO. 292 - 100' R/W); THENCE GO SOUTH 65°53'48" WEST ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 209.97 FEET; THENCE DEPARTING THE AFORESAID NORTHERLY RIGHT OF WAY LINE, GO NORTH 01°32'12" EAST A DISTANCE OF 413.54 FEET; THENCE GO SOUTH 88°30'59" EAST A DISTANCE OF 189.29 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN FRACTIONAL SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 1.60 ACRES.

SOUTH PARCEL

DESCRIPTION AS FURNISHED (O.R. BOOK 2446, PAGE 263)

COMMENCE AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 88°30'59" EAST ALONG THE NORTH LINE OF THE AFORESAID SECTION 35 A DISTANCE OF 1,320.40 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 35; THENCE GO SOUTH 01°32'12" WEST ALONG THE WEST LINE OF THE AFORESAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35 A DISTANCE OF 2,203.41 FEET TO A POINT OF INTERSECTION WITH THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF NEW GULF BEACH HIGHWAY (S.R. #292, 100'R/W); THENCE GO NORTHEASTERLY ALONG THE AFORESAID CURVED SOUTHERLY RIGHT-OF-WAY LINE HAVING A RADIUS OF 2,914.93 FEET, AN ARC DISTANCE OF 171.75 FEET (CH = 171.73'; CH BRG = N67°35' 04"E) TO THE POINT OF TANGENCY; THENCE GO NORTH 65°53'48" EAST ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 169.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 210.75 FEET; THENCE GO SOUTH 01°32'12" WEST A DISTANCE OF 428.74 FEET TO A POINT ON THE STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES COASTAL CONSTRUCTION SETBACK LINE AS RECORDED IN PLAT BOOK 9 AT PAGE 72 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT HEREINAFTER REFERRED TO AS POINT "X"; THENCE CONTINUE SOUTH 01°32'12" WEST A DISTANCE OF 160 FEET MORE OR LESS, TO THE MEAN-HIGH-WATER LINE OF THE GULF OF MEXICO; THENCE MEANDER WESTERLY ALONG THE AFORESAID MEAN-HIGH-WATER LINE TO A POINT OF INTERSECTION WITH A LINE PASSED THROUGH THE POINT OF BEGINNING AND HAVING A BEARING OF SOUTH 01°32'12" WEST; THENCE GO NORTH 01°32'12" EAST ALONG SAID LINE PASSED THROUGH THE POINT OF BEGINNING A DISTANCE OF 160 FEET MORE OR LESS, TO A POINT ON THE AFORESAID COASTAL CONSTRUCTION SETBACK LINE, SAID POINT LYING SOUTH 82°38'49" WEST A DISTANCE OF 192.31 FEET FROM THE AFORESAID POINT "X"; THENCE CONTINUE NORTH 01°32'12" EAST A DISTANCE OF 367.26 FEET TO THE POINT OF BEGINNING.

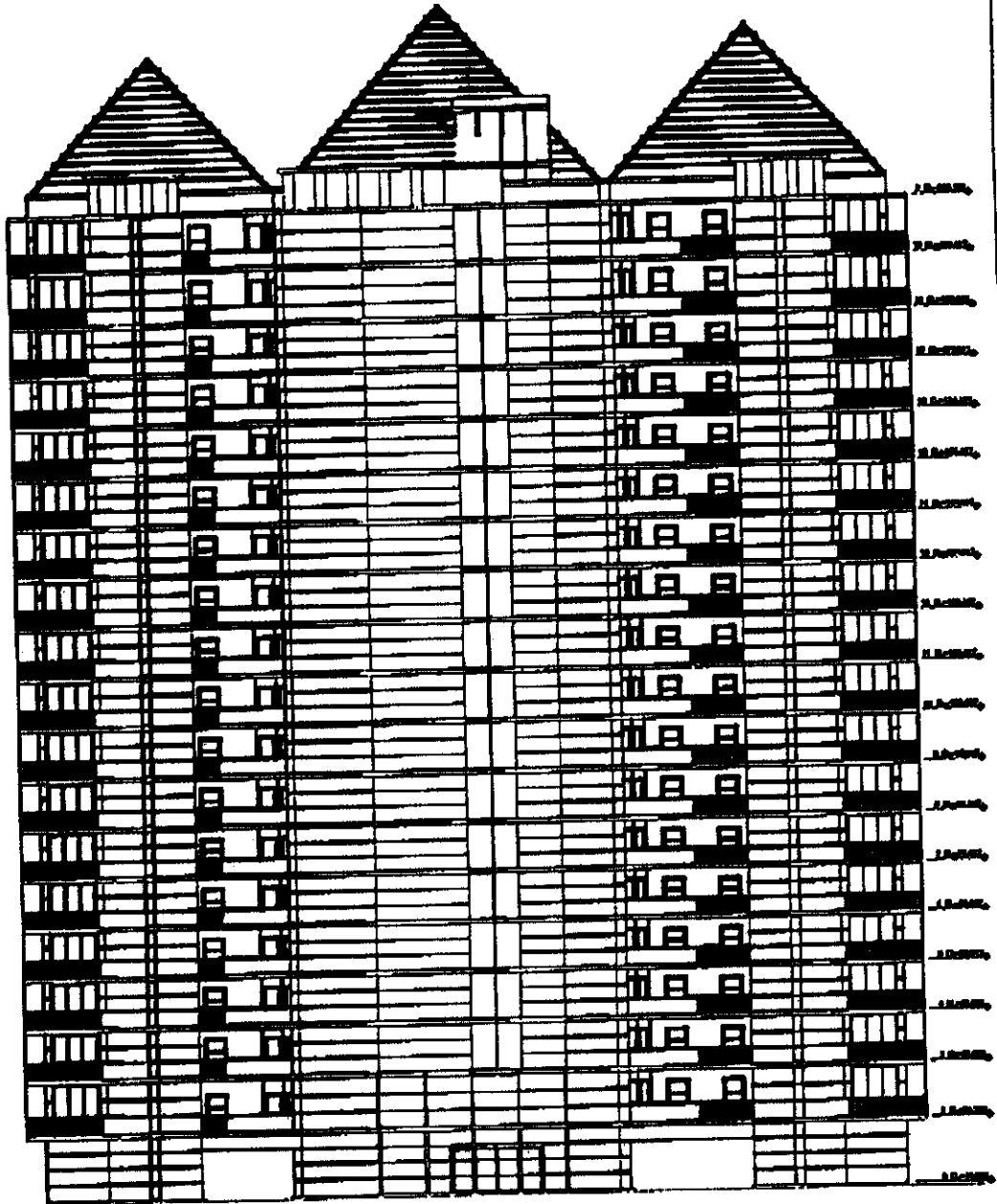
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1.736 ACRES NORTH OF THE COASTAL CONSTRUCTION SETBACK LINE AND 0.71 ACRES SOUTH OF THE COASTAL CONSTRUCTION SETBACK LINE. BOTH OF THE ABOVE DESCRIBED PARCELS ARE SITUATED IN FRACTIONAL SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

LESS AND EXCEPT THE COMMERCIAL PARCEL AREA.

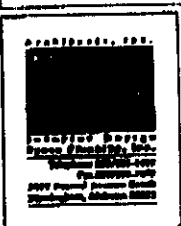
A PORTION OF THE FOLLOWING DESCRIBED PARCEL SITUATED IN THE PROPOSED NINETEEN STORY RESIDENTIAL AND COMMERCIAL PALACIO AT PERDIDO LOCATED IN FRACTIONAL SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, SAID PARCEL BEING ABOVE THE HORIZONTAL PLANE OF THE UNDECORATED FLOOR OF THE SAID PROPOSED NINETEEN STORY CONDOMINIUM AT ELEVATION 26.84 FEET NATIONAL GEODETIC VERTICAL DATUM AND BEING BELOW A HORIZONTAL PLANE OF UNDECORATED FLOOR OF SAID CONDOMINIUM, AT ELEVATION 37.57 FEET NATIONAL GEODETIC VERTICAL DATUM AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the northwest corner of Fractional Section 35, Township 3 South, Range 32 West, Escambia County, Florida; thence go South 88°30'59" East along the north line of the aforesaid Section 35 a distance of 1,320.40 feet to the northwest corner of the east half of the northwest quarter of the aforesaid Section 35, thence go South 01°32'12" West along the west line of the aforesaid east half of the northwest quarter of Section 35 a distance of 2,203.41 feet to a point of intersection with the curved southerly right-of-way line of New Gulf Beach Highway (S.R. #292, 100' R/W); thence go northeasterly along the aforesaid curved southerly right-of-way line having a radius of 2,914.93 feet, an arc distance of 171.75 feet (CH = 171.73'; CH BRC = N67°35'04" E) to a point of tangency; thence go North 65°53'48" East along the aforesaid southerly right-of-way line a distance of 169.78 feet, thence departing from said southerly right-of-way line go South 01°32'12" West a distance of 228.97 feet to a capped iron rod stamped 4882; thence continue South 01°32'12" West a distance of 4.74 feet; thence go South 88°27'48" East a distance of 57.69 feet to the Point of Beginning, thence go North 46°12'45" East a distance of 9.85 feet; thence go North 01°17'56" East a distance of 41.92 feet; thence go South 88°47'15" East a distance of 53.87 feet, thence go South 01°12'45" West a distance of 16.83 feet; thence go North 88°47'15" West a distance of 5.39 feet; thence go South 01°13'39" West a distance of 45.47 feet, thence South 46°07'19" West a distance of 7.53 feet, thence go North 43°47'15" West a distance of 13.92 feet; thence go North 88°47'15" West a distance of 0.50 feet, thence go South 01°12'45" West distance of 2.20 feet; thence go North 88°47'15" West a distance of 11.77 feet, thence go North 01°12'45" East a distance of 2.0 feet; thence go North 88°47'07" West a distance of 19.21 feet; thence go North 43°02'19" West a distance of 12.71 feet to the Point of Beginning Containing 0.07 acres, more or less.

OR BK 4796 PG0684
Escambia County, Florida
INSTRUMENT 2001-899070



North Elevation

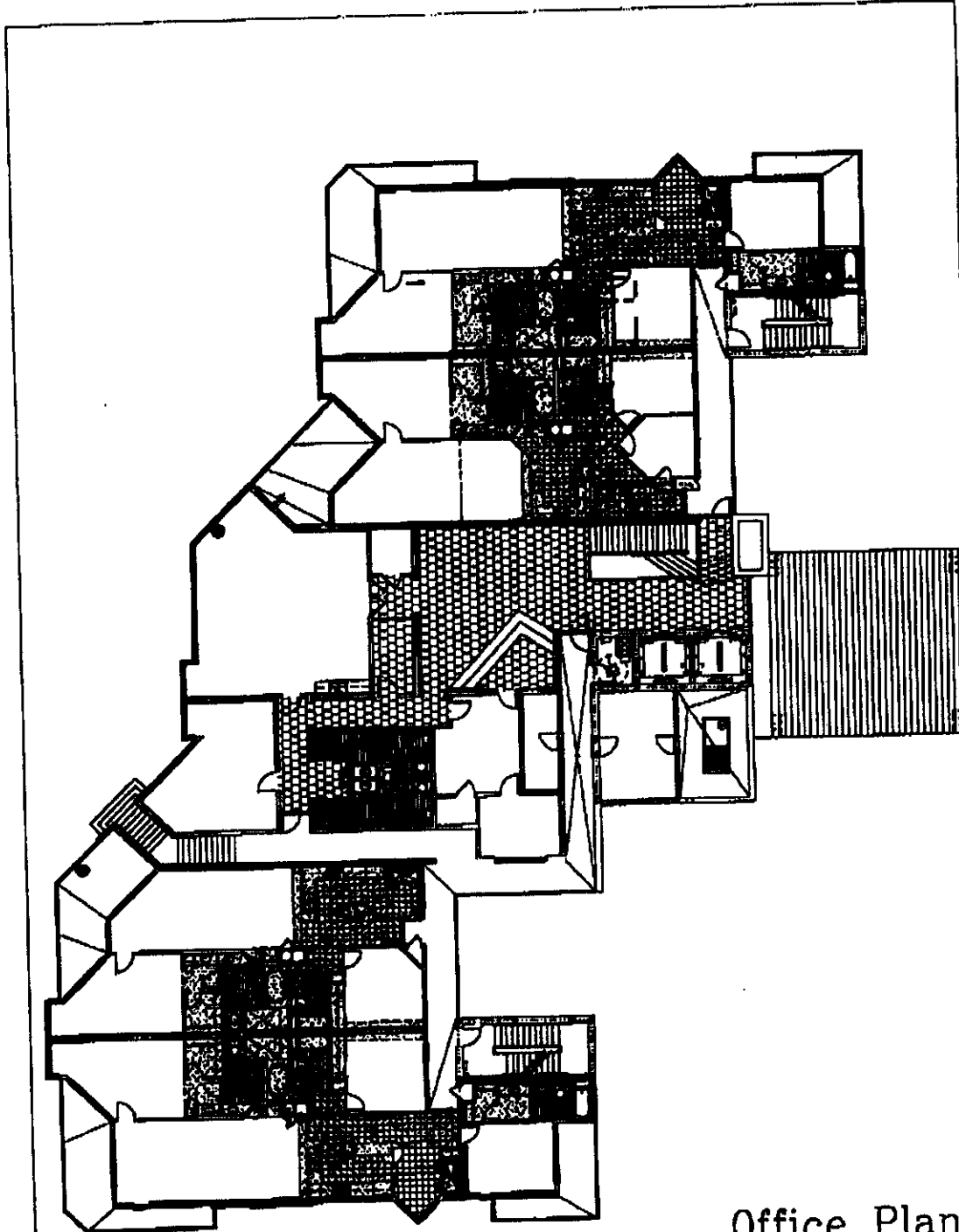


_____ The Palacio at Perdido _____
 _____ Perdido Key, Florida _____

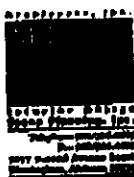
 _____ North Elevation _____

_____ 97105 _____
 _____ 1/80 _____
 _____ 10/21/01 _____

DR BK 4796 PG0687
Escambia County, Florida
INSTRUMENT 2001-899070



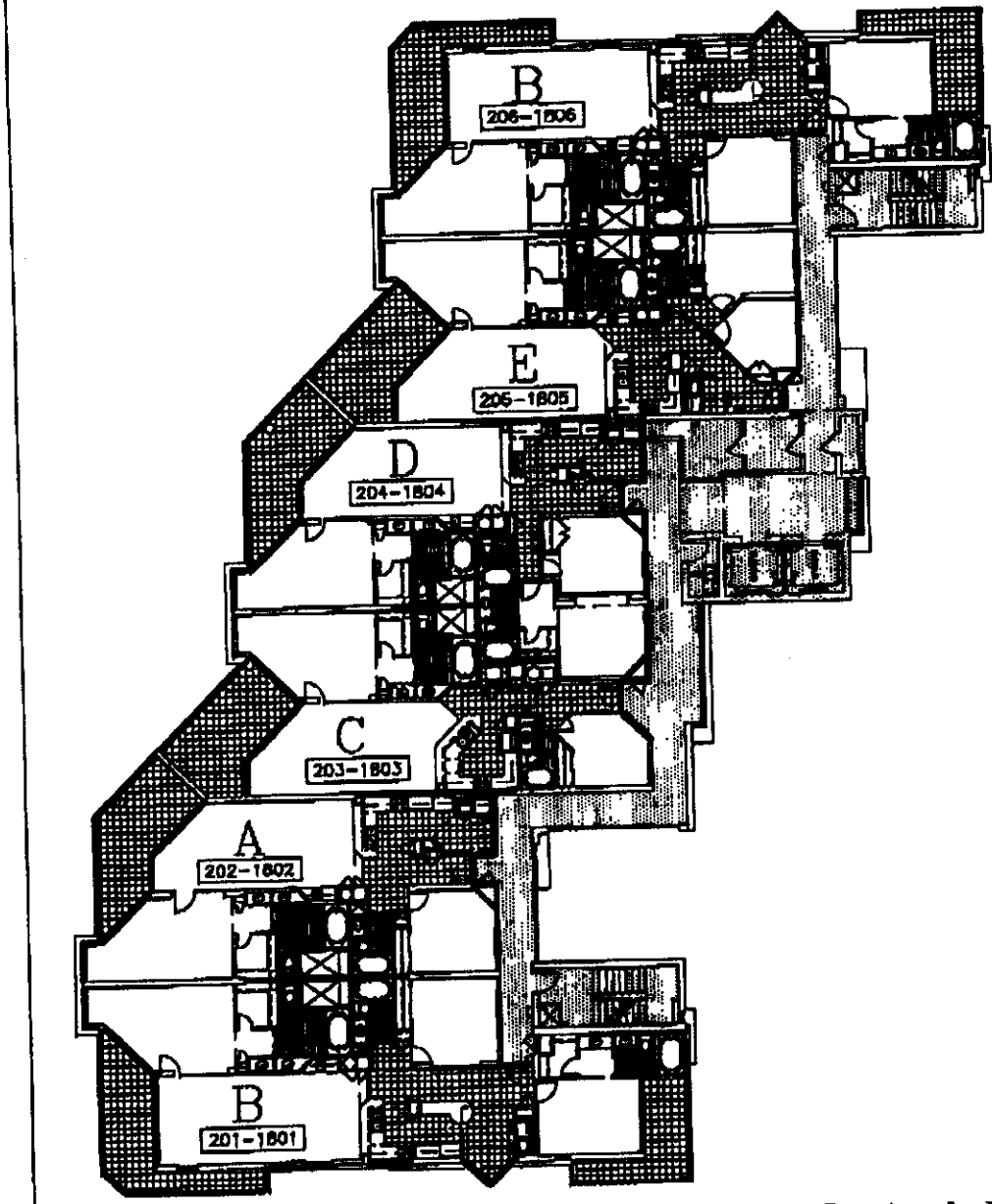
Office Plan



The Palacia at Perdida _____
 Perdida Key, Florida _____
 Key Plan _____
 Office Level Floor Plan _____

97105
 10/31/01

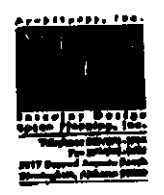
OR BK 4796 PG0688
Escambia County, Florida
INSTRUMENT 2001-899070



Typical Plan
(3rd thru 18th Flrs)



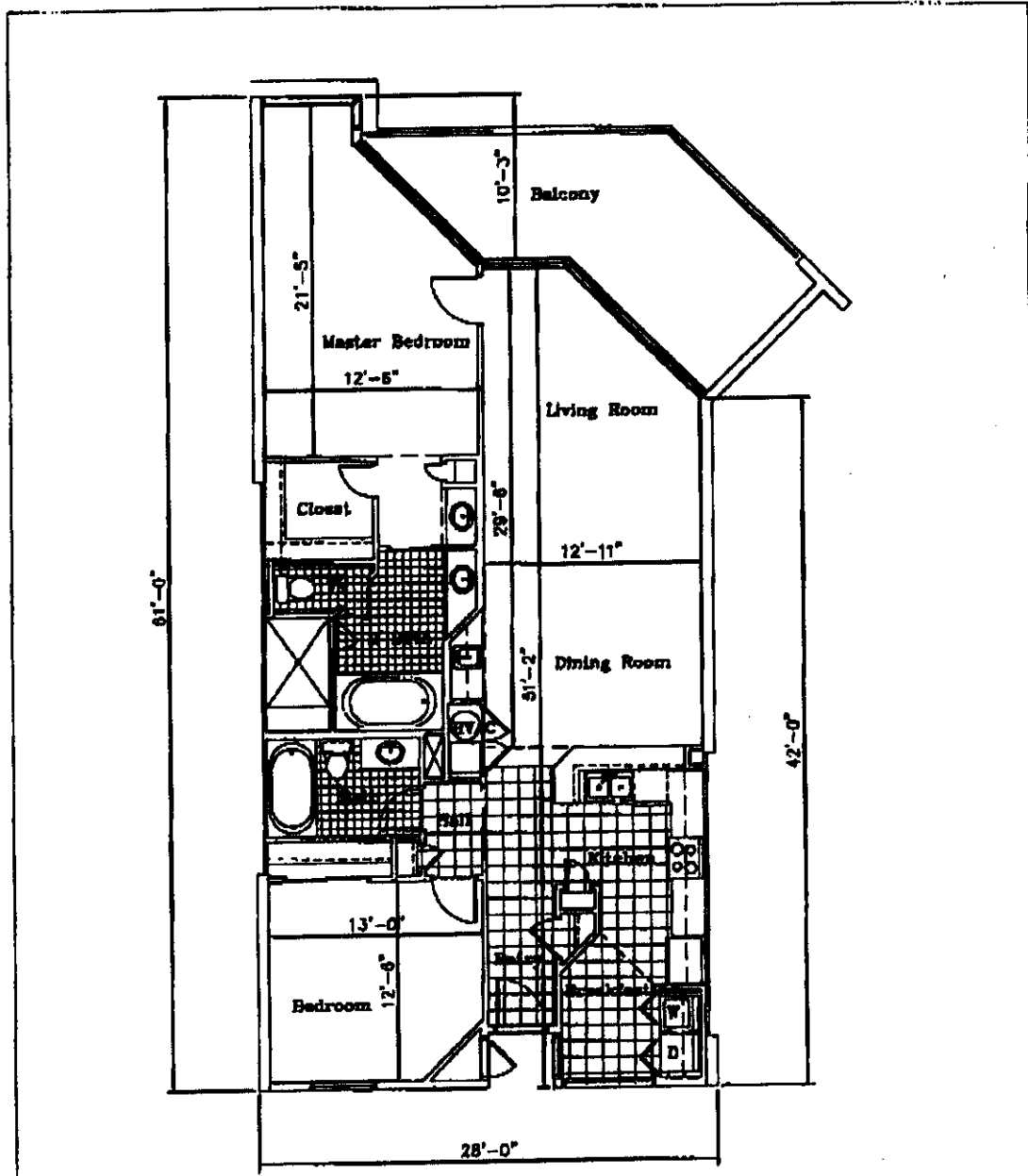
Legend	
Symbol	Description
	Overlaid Materials



The Palacia at Perdido
 Perdido Key, Florida
 Key Plan
 Typical Overall Floor Plan (3rd thru 18th Flrs)

97105
 L&P
 10/31/01

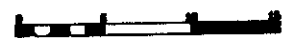
OR BK 4796 PG0689
Escambia County, Florida
INSTRUMENT 2001-899070



UNITS:
102-1802

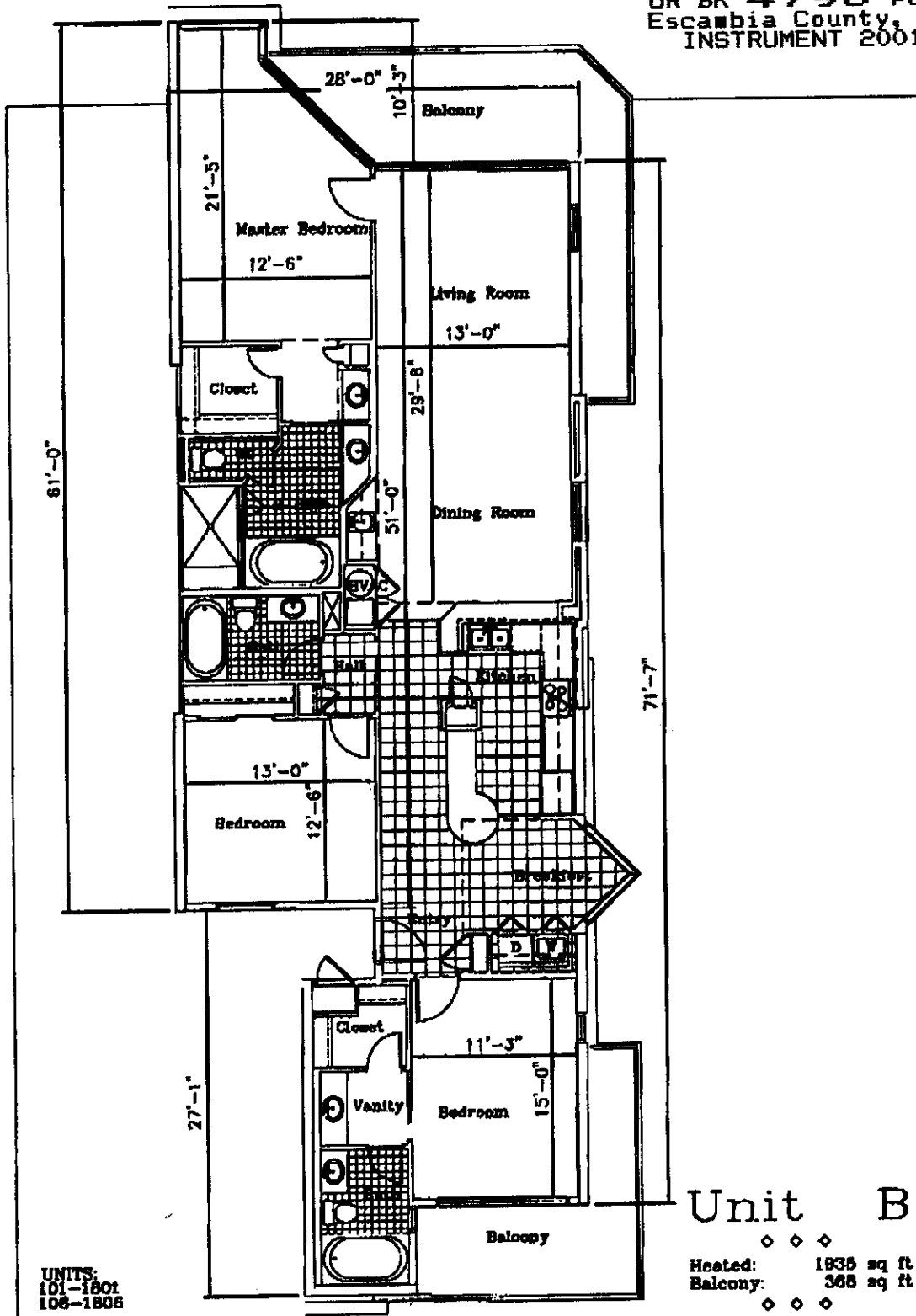
Unit A

Heated: 1438 sq ft
Balcony: 226 sq ft



<p>George Borge Space Company, Inc. P.O. Box 2000 Perdido Beach, Florida 32561 904/293-1111</p>	<p>Project: <u>The Palacio at Perdido</u></p>	<p>Unit: <u>97105</u></p>
	<p>Location: <u>Perdido Key, Florida</u></p>	<p>Scale: <u>1/8"</u></p>
	<p>Title: <u>Unit A Floor Plan</u></p>	<p>Date: <u>12/31/01</u></p>
	<p>Description: <u>Typical Two Bedroom Unit</u></p>	<p>Drawn by: _____</p>

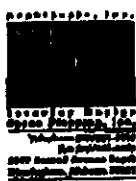
DR BK 4796 PGO690
Escambia County, Florida
INSTRUMENT 2001-899070



UNITS:
101-1801
106-1808

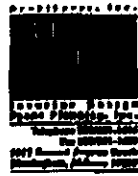
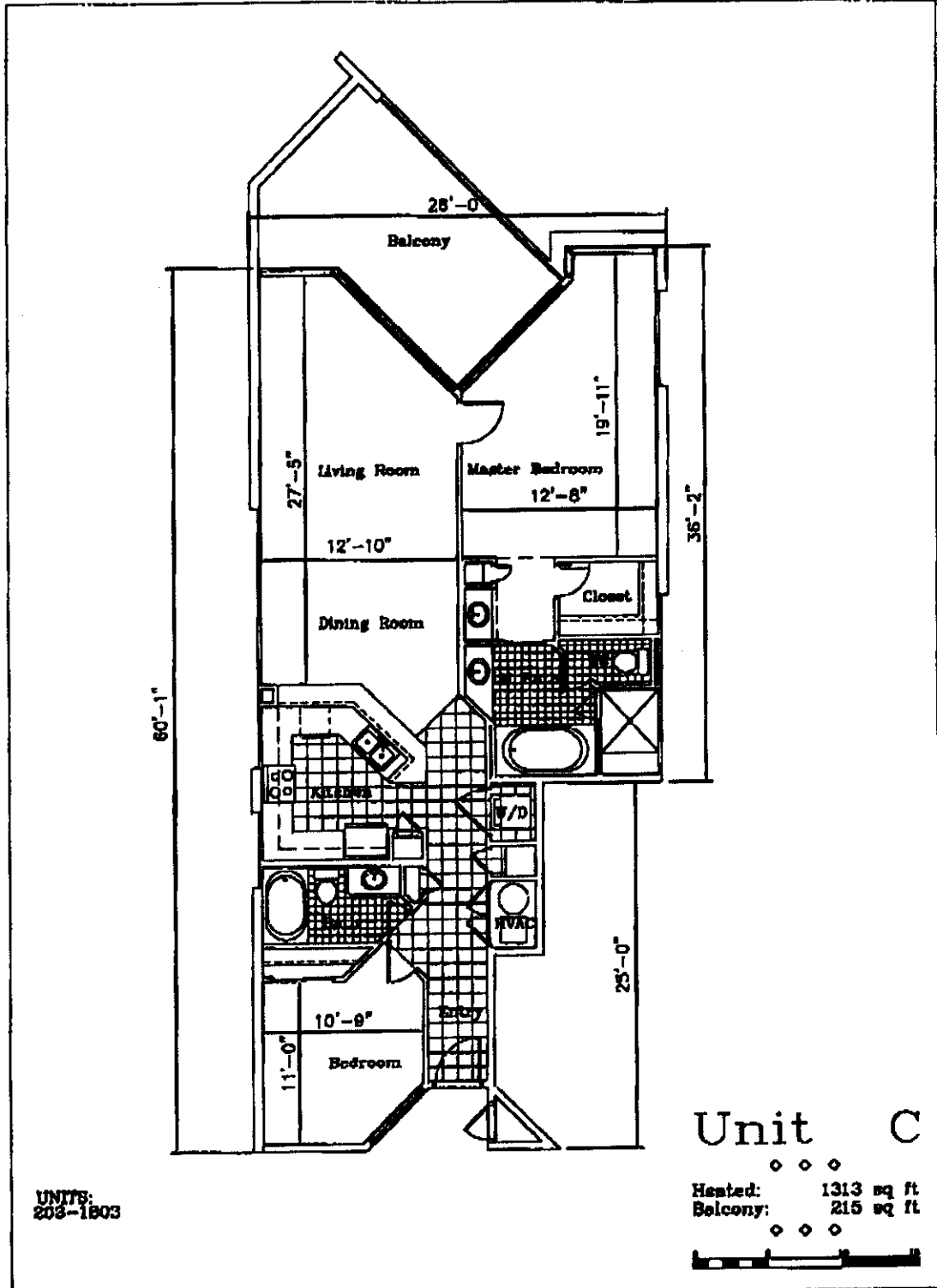
Unit B

Heated: 1835 sq ft
Balcony: 368 sq ft



The Policia at Perdido
Perdido Key, Florida
Unit B Floor Plan
Typical Three Bedroom (End) Unit

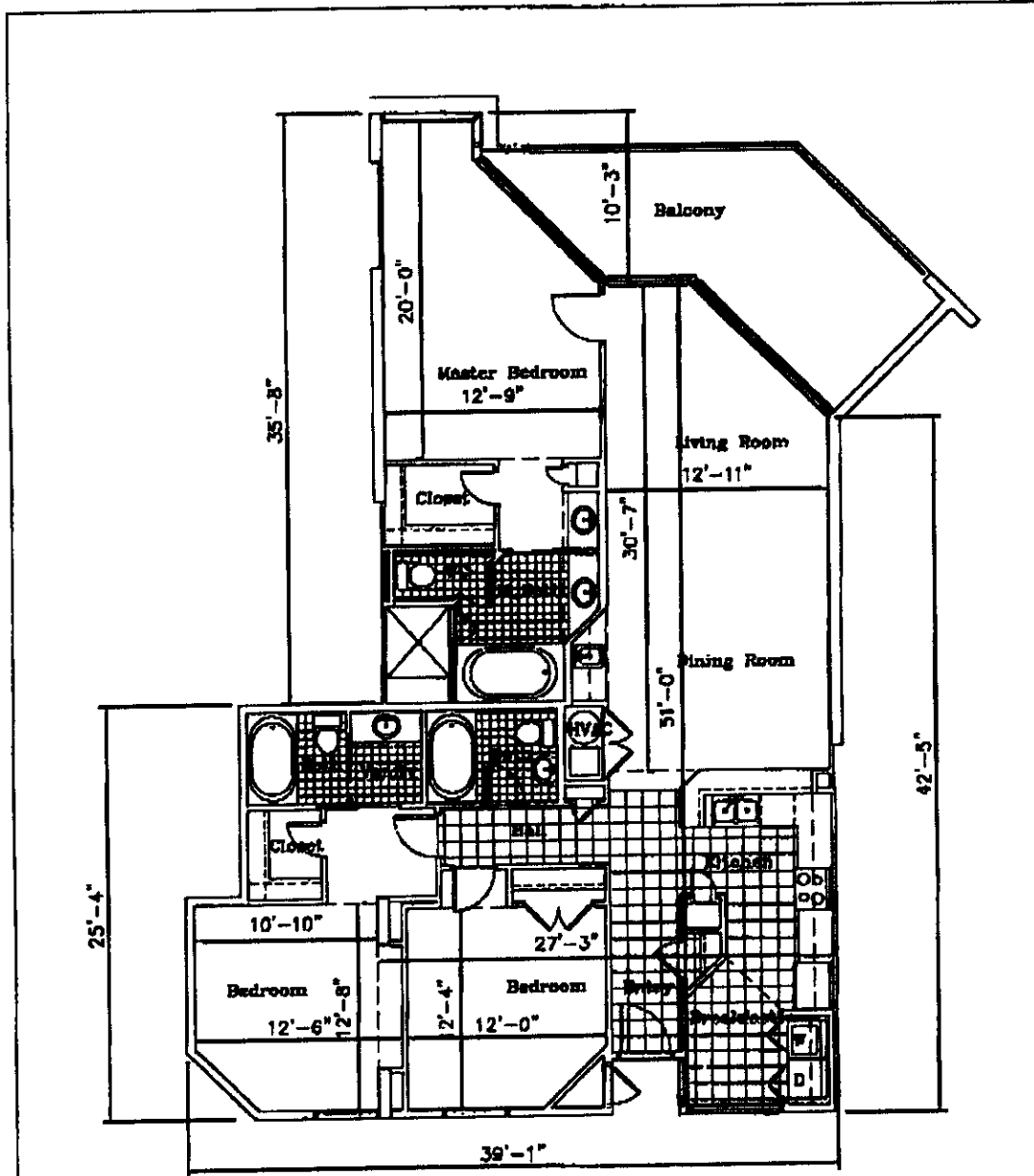
97105
Date: 10/31/01



The Palacia at Perdido
Perdido Key, Florida
Unit C Floor Plan
Center Two Bedroom Unit

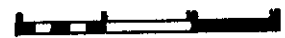
97105
10/31/01

DR BK 4796 PGO692
Escambia County, Florida
INSTRUMENT 2001-899070

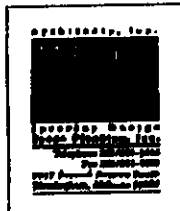


Unit D

Heated: 1683 sq ft
Balcony: 226 sq ft



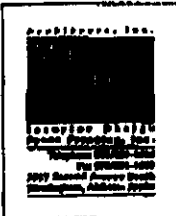
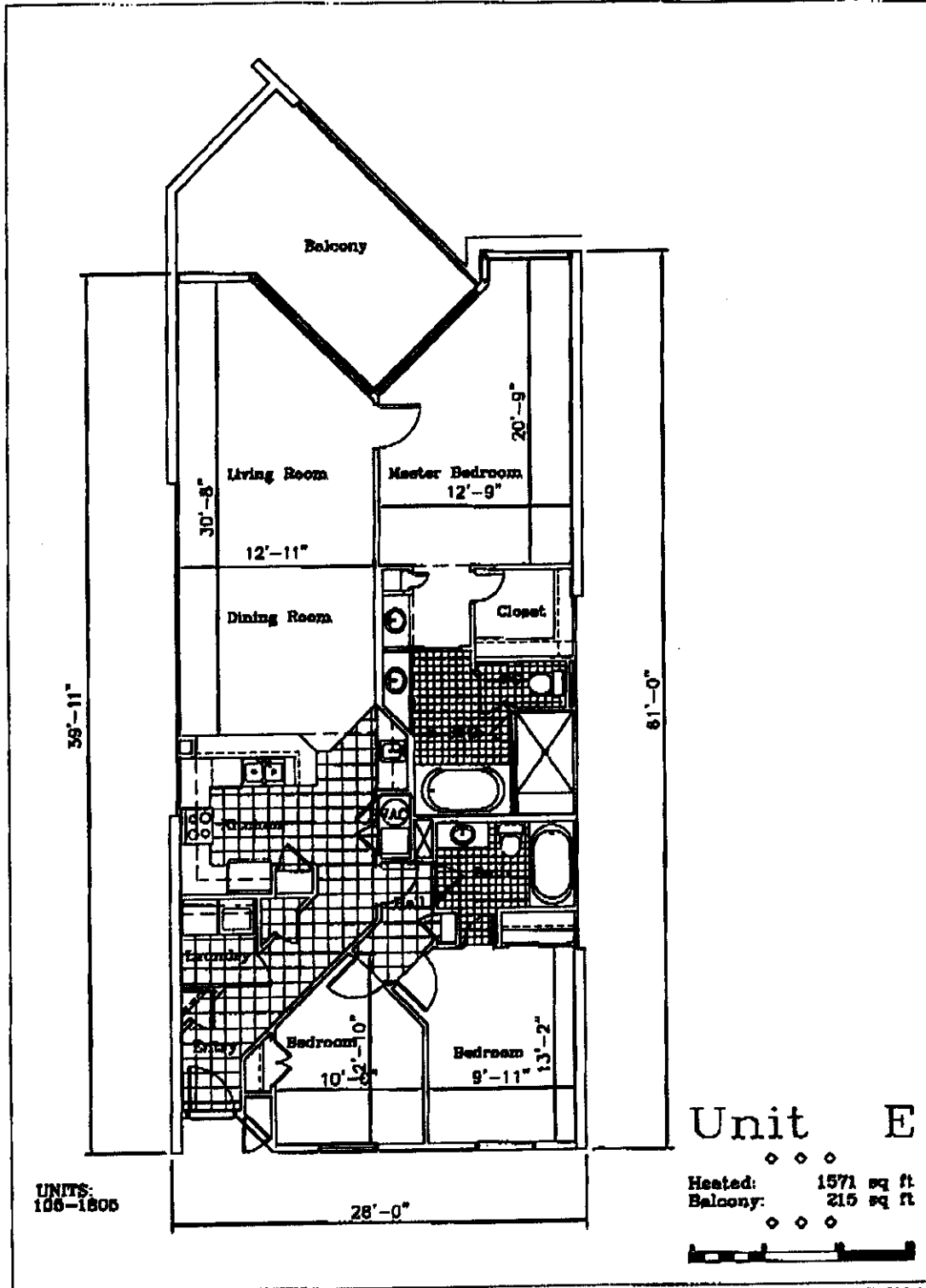
UNITS:
204-1804



The Palacio at Perdido
Perdido Key, Florida
Unit D Floor Plan
Center Three Bedroom Unit

97105
1/20
30/31/01

DR BK 4796 PG0693
Escambia County, Florida
INSTRUMENT 2001-899070



The Palacia at Perdido

Perdido Key, Florida

Unit E Floor Plan

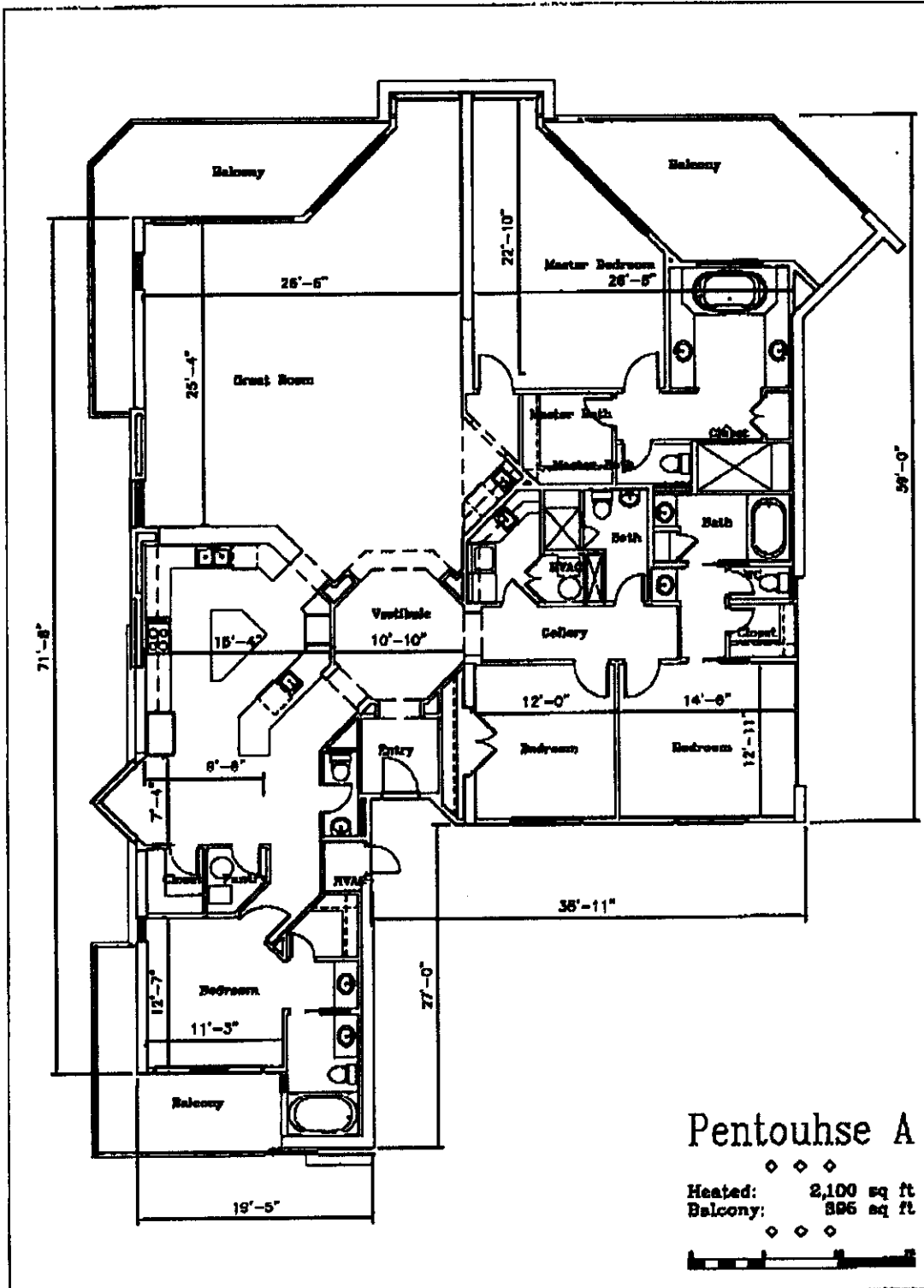
Two Bedroom Unit

97105

USD

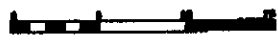
10/31/01

DR BK 4796 P0694
Escambia County, Florida
INSTRUMENT 2001-899070



Penthouse A

◆ ◆ ◆
 Heated: 2,100 sq ft
 Balcony: 886 sq ft
 ◆ ◆ ◆

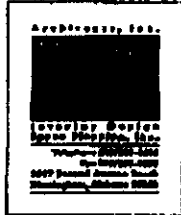
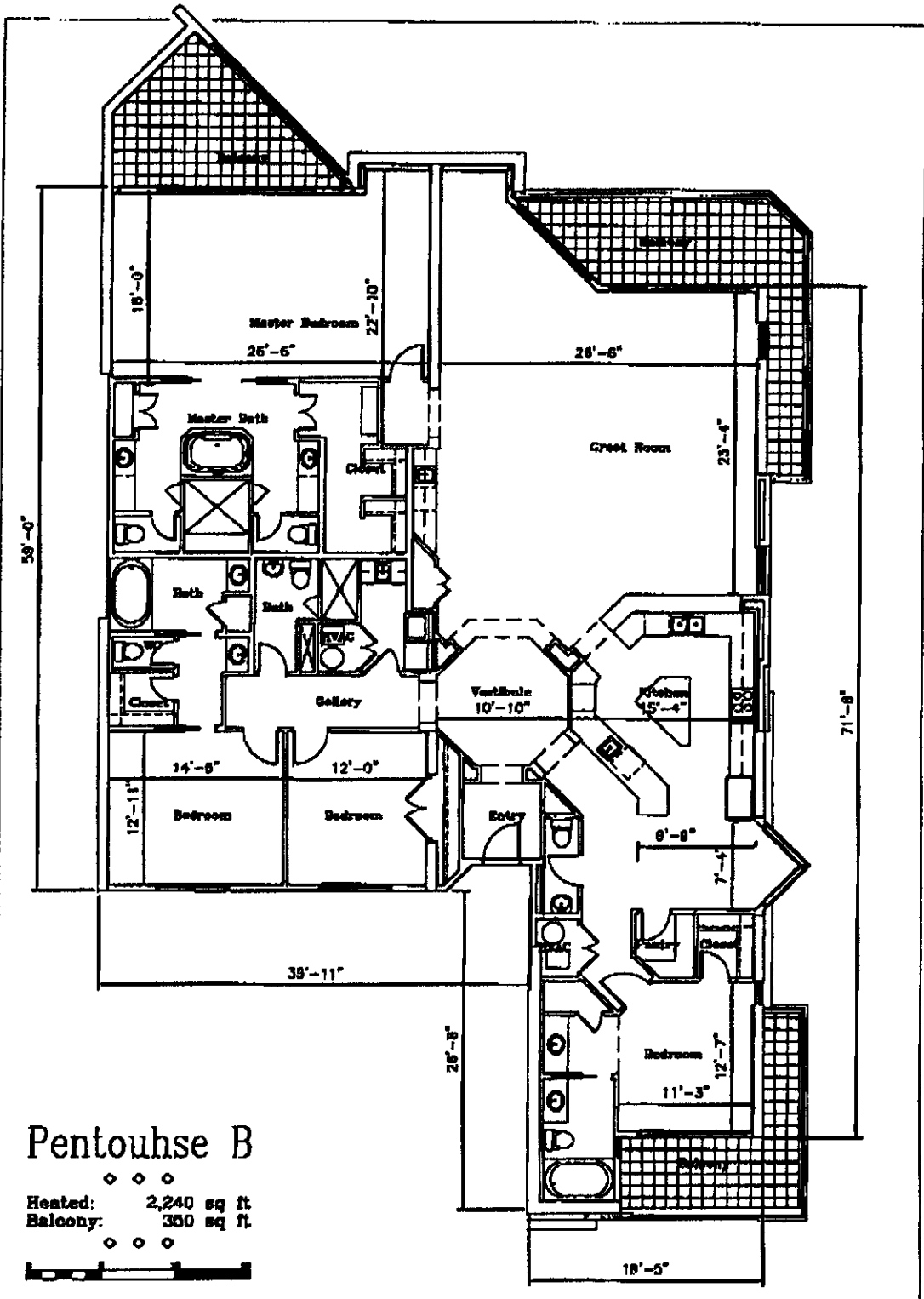


ARCHITECTS, INC.
Interior Design
 Bruce Phillips, Inc.
 10000 Bay Forest Road
 Jacksonville, Florida 32256
 904/381-1111

The Palacio at Perdido
 Perdido Key, Florida
 Penthouse Plan A

97105
 LND
 10/21/01

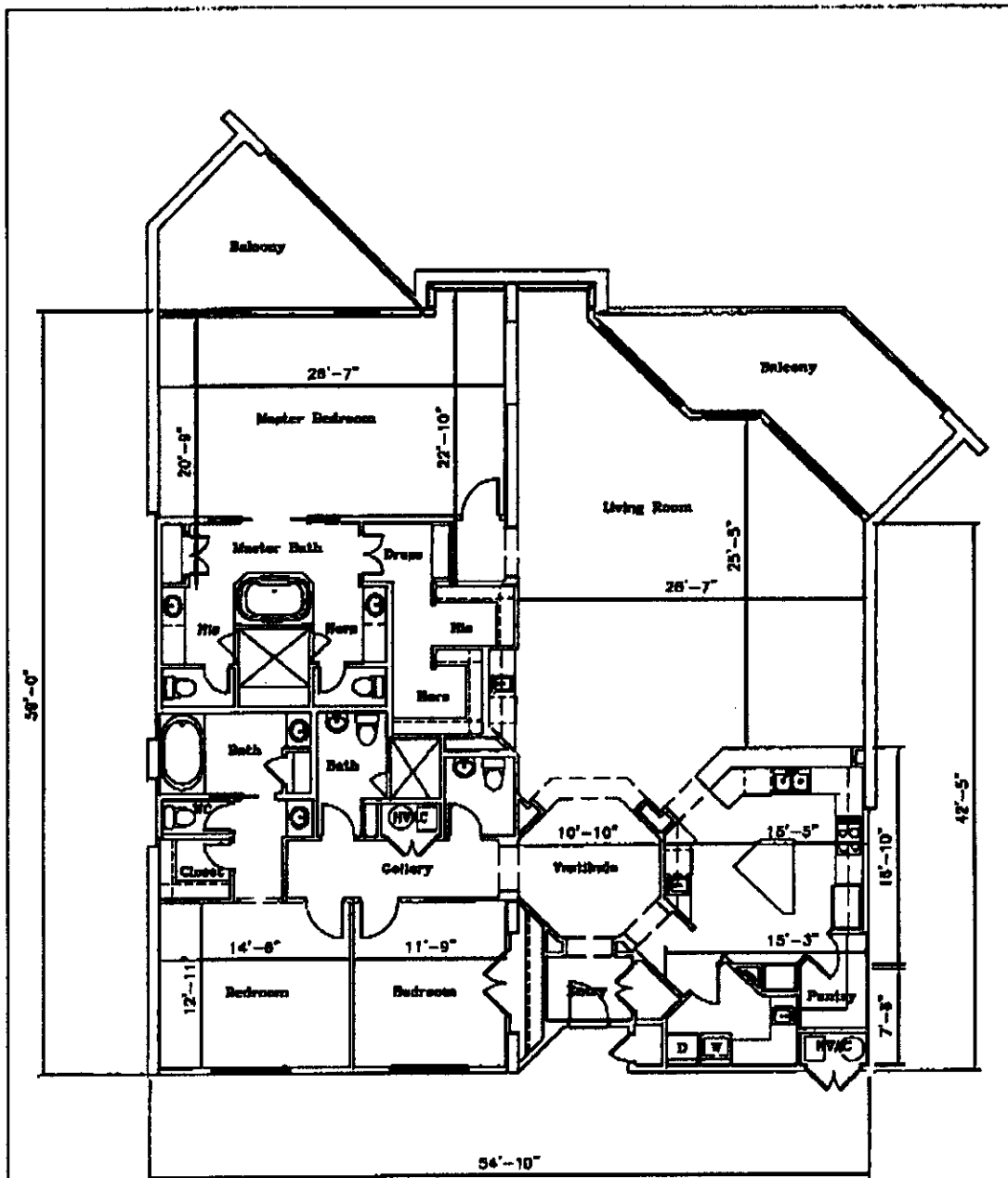
OR BK 4796 PG0695
Escambia County, Florida
INSTRUMENT 2001-899070



The Palacio at Perdido
Perdido Key, Florida
Penthouse Plan B

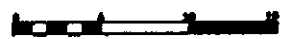
97105
10/31/01

OR BK 4796 PG0696
Escambia County, Florida
INSTRUMENT 2001-899070



Penthouse C

◆ ◆ ◆
 Heated: 1,950 sq ft
 Balcony: 248 sq ft
 ◆ ◆ ◆



	<u>The Palacio at Perdido</u>	<u>97105</u>
	<u>Perdido Key, Florida</u>	<small>DATE: 1/02</small> <small>REV: 10/31/01</small>
	<u>Penthouse Plan C</u>	

PALACIO AT PERDIDO, A CONDOMINIUM

EXHIBIT B TO THE DECLARATION OF CONDOMINIUM

SCHEDULE OF SHARES OF COMMON ELEMENTS

The undivided share of the common elements and surplus appurtenant to each condominium unit, and the sharing of liability for common expenses, shall be as set forth below:

<u>TYPE</u>	<u>NUMBER OF UNITS</u>	<u>PER UNIT SHARE</u>	<u>TOTALS</u>
<u>A</u>	17	1438/174947 or .0082	24446/174947
<u>B</u>	34	1935/174947 or .011	65790/174947
<u>C</u>	16	1313/174947 or .0075	21008/174947
<u>D</u>	16	1683/174947 or .0096	26928/174947
<u>E</u>	17	1571/174947 or .0089	26707/174947
<u>F</u>	1	3428/174947 or .0195	3428/174947
<u>G</u>	1	3062/174947 or .0176	3062/174947
<u>H</u>	1	3579/174947 or .0204	3579/174947
<u>TOTAL</u>	103		174947/174947

NOTE: Per unit share is determined by taking the total square footage of living area for each unit and dividing that by the total square footage of living area of all units in the condominium.

THE PALACIO AT PERDIDO, A CONDOMINIUM

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM

ARTICLES OF INCORPORATION FOR
THE PALACIO AT PERDIDO OWNERS' ASSOCIATION, INC.
A NOT FOR PROFIT CORPORATION

**ARTICLES OF INCORPORATION FOR
THE PALACIO AT PERDIDO OWNERS' ASSOCIATION, INC.**

A NOT FOR PROFIT CORPORATION

ARTICLE I. NAME AND PRINCIPAL PLACE OF BUSINESS

The name of this corporation is THE PALACIO AT PERDIDO OWNERS' ASSOCIATION, INC., hereinafter called "Association", and its principal place of business initially will be c/o Abbott Resorts, Inc., 13661 Perdido Key Drive, Pensacola, Florida 32507.

ARTICLE II. PURPOSE

This corporation is organized for the purpose of providing an entity pursuant to Section 718.111, Florida Statutes, for the operation of the Palacio at Perdido, a condominium located in Escambia County, Florida. The Corporation shall operate as a corporation not for profit. Further, the Association shall operate and maintain any stormwater management system and any stormwater discharge facility exempted or permitted by the Florida Department of Environmental Protection or other state agency on the property of the Association, and shall have all powers necessary to establish rules and regulations, assess members, and contract for services for the maintenance and operation thereof.

ARTICLE III. TERM

The term of the Association shall be the life of the condominium, unless the Association is terminated by the termination of the condominium in accordance with the provisions of the Declaration of Condominium for Palacio at Perdido which created this condominium. Upon any such termination, any stormwater management system or discharge facility for which the Association is responsible shall be maintained by local government units, including Escambia County or any municipality, a municipal service taxing unit, an active water control district, a drainage district created by special act, a community development district created under Chapter 190, Florida Statutes, a special assessment district created under Chapter 170, Florida Statutes, a state or federal agency, any duly constituted communication, water, sewer, electrical or other public utility, or any entity acceptable to the Department of Environmental Protection or its successor under its rules and regulations.

ARTICLE IV. INCORPORATOR

Incorporator. The name and address of the subscriber to these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Dawn E. Larsh	36468 Emerald Coast Parkway, Suite 2101 Destin, Florida 32541

ARTICLE V. DIRECTORS

1. The affairs of the Association will be managed by a board consisting of the number of directors as shall be determined by the Bylaws, but not less than three directors and in the absence of such determination shall consist of three directors.
2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies of the Board of Directors shall be filled in the manner provided in the Bylaws.
3. The Developer shall have the right to appoint all the members of the Board of Directors until Unit Owners other than the Developer own fifteen (15%) percent or more of the units that will be operated

ultimately by the Association. When Unit Owners other than the Developer own fifteen (15%) percent or more of the units that will be operated ultimately by the Association, the owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors upon the earlier of: (a) Three (3) years after fifty (50%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three (3) months after ninety (90%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all the units that will be operated ultimately by the Association have been completed, some of them having been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or (e) seven years after recordation of the declaration of condominium, or in the case of an association which may ultimately operate more than one condominium, seven (7) years after recordation of the declaration for the first condominium it operates. The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units operated by the Association. The Developer may, in its sole discretion, turn over control of the Association to Unit Owners other than the Developer prior to such dates by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer nor such appointees shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control. Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than sixty (60) days' notice of an election for the members of the Board of Directors. The election shall proceed as provided in §718.112(2)(d) Florida Statutes. The notice may be given by any unit owner if the association fails to do so. Upon election of the first unit owner other than the Developer to the Board of Directors, the Developer shall forward to the Division the name and mailing address of the unit owner board member. Directors appointed by the Developer need not be Unit Owners.

4. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Ron Durham	1400 Urban Center Drive, Suite 150, Birmingham, AL 35242
Jim Rein	1400 Urban Center Drive, Suite 150, Birmingham, AL 35242
Allison Yeackle	1400 Urban Center Drive, Suite 150, Birmingham, AL 35242

ARTICLE VI. OFFICERS

The affairs of the Association shall be administered by the officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>TITLE</u>
Ron Durham	1400 Urban Center Drive Suite 150 Birmingham, AL 35242	President
Jim Rein	1400 Urban Center Drive	Vice-President

Suite 150
Birmingham, AL 35242

Allison Yeackle

1400 Urban Center Drive
Suite 150
Birmingham, AL 35242

Sec./Treasurer

ARTICLE VII INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such director or officer may be entitled. The directors shall be authorized to purchase directors' and officers' liability insurance providing coverage to the officers and directors of the Association at the expense of the Association.

ARTICLE VIII BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE IX AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

(B) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the secretary or assistant secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3) of the vote of the entire membership of the Association;

(C) Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium operated by the Association.

(D) Provided, further, that no amendment shall abridge, limit or alter the rights reserved by or granted to The Palacio at Perdido, a condominium, or its developer, Palacio, LLC, an Alabama Limited Liability Company, its successors or assigns, or any successor developer, by these Articles or By-Laws without the prior written consent of The Palacio at Perdido, a condominium, or its developer, Palacio, LLC, an Alabama Limited Liability Company, its successors or assigns, or a successor developer.

(E) A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Escambia County, Florida.

ARTICLE X RESIDENT AGENT

The Association has named DAWN E. LARSH, whose address is 36468 Emerald Coast Parkway, Suite 2101, Destin, Florida 32541, as its resident agent to accept service of process within this State.

IN WITNESS WHEREOF, the incorporator has affixed his signature this 16th day of October, 2001.


DAWN E. LARSH

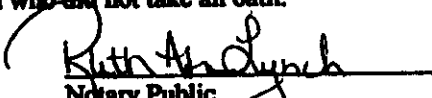
OR BK 4796 P60702
Escambia County, Florida
INSTRUMENT 2001-899070

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me this 16th day of October, 2001, by DAWN E. LARSH, who is personally known to me, and who did not take an oath.

(Affix Seal)




Notary Public
My Commission Expires:

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

First, that The Palacio at Perdido Owners' Association, Inc., desiring to organize under the laws of the State of Florida with its principal office, as indicated in Article I hereof at 13661 Perdido Key Drive, Pensacola, Florida 32507, has named DAWN E. LARSH, as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby accept the Act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.


DAWN E. LARSH

THE PALACIO AT PERDIDO, A CONDOMINIUM

EXHIBIT D TO THE DECLARATION OF CONDOMINIUM

BYLAWS
OF
THE PALACIO AT PERDIDO OWNERS' ASSOCIATION, INC.

ARTICLE I

1.1 **Name.** These are the Bylaws of The Palacio at Perdido Owners' Association, Inc., called "Association" in these Bylaws, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws.

1.2 **Principal Office.** The office of the Association shall be c/o Abbott Resorts, 4444 Highway 30A, Santa Rosa Beach, Florida 32459.

1.3 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

1.4 **Seal.** The seal of the Association shall bear its name, the word, "Florida", the words, "corporation not for profit", and the year of its incorporation.

1.5 **Definitions.** The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Condominium for Palacio at Perdido ("Declaration"), filed in the Office of the Clerk of the Circuit Court, Escambia County, Florida (the "Official Records"), as it may be amended, unless the context indicates otherwise.

ARTICLE II

ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING PROXIES

2.1 **Membership.**

2.2 **Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board, either within the Properties or as convenient as possible and practical.

2.3 **Annual Meetings.** The annual members' meeting shall be held at a location determined by the Board in March, April, or May of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if the day is a legal holiday, the meeting shall be held on the next day that is not a holiday. The time and day of all meetings shall be set by the Board. The Board by a majority vote may change the date of the annual meeting.

2.4 **Special Meetings.** Special members' meetings shall be held whenever called by the president and vice-president or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership. Special meetings for approval of assessments which exceed 115% of assessments for a prior year and for recall of a Board member may be called as set forth in Sections 718.112(2)(e) and (j), Florida Statutes, respectively.

2.5 **Notice of Meetings.**

(1) Notice of all members' meetings stating the time and place and an identification of agenda items, shall be given by the president or vice-president or secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Adequate notice of members' meetings shall also be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days preceding said meeting, except in emergency.

(2) Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain the statement that the assessments will be considered and the nature of such assessments.

2.6 Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration, the Articles of Incorporation or these Bylaws.

2.7 Voting.

(1) The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws, and such voting rights provisions are specifically incorporated by this reference.

(2) If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the president or vice-president and attested by the secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner of a Unit. If such a certificate is not of file, the vote of such owners shall not be considered in determining the requirement of a quorum nor for any other purpose.

2.8 Proxies. The use of limited and general proxies shall be permitted as set forth by Florida law. Votes may be cast in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it. A proxy must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting for that proxy to be valid.

2.9 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for time to time until a quorum is present.

2.10 Order of Business. The order of business at annual meetings and as far as practical at other members' meetings, shall be:

- (1) Election of chairman of the meeting.
- (2) Calling of the roll and certifying of proxies.
- (3) Proof of notice of meeting or waiver of notice.
- (4) Reading and disposal of any unapproved minutes.

- (5) Reports of officers.
- (6) Reports of committees.
- (7) Election of Directors.
- (8) Unfinished business.
- (9) New business.
- (10) Adjournment.

2.11 Parliamentary Rules. "Roberts' Rules of Order" (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation and these Bylaws.

ARTICLE III
BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

3.1 Purpose and Composition of the Board. The affairs of the Association shall be managed by a Board of Directors of not less than three, nor more than nine, directors, the exact number to be determined by the Board of Directors from time to time. The term of office for all directors elected at each annual meeting shall be two year terms. At each annual meeting, elections shall be held to elect directors to replace those whose terms have expired, with an odd number of directors being elected in odd years, and an even number of directors elected in even years. All directors shall continue in office after the expiration of their terms until the director's successor is duly elected and qualified, except in the event of earlier resignation, removal or disqualification.

The term of each director's service shall extend for two years until the annual meeting of the members at which his term expires and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.2 Nomination, Election and Removal of Directors. Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) The election shall be written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors in general elections. However, limited proxies may be used pursuant to the provisions of Rule 61B-23.0026(2)(d), F.A.C. for elections to fill vacancies caused by recall. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner desiring to be a candidate for the Board of Directors shall give written notice to the secretary of the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda for the annual meeting, the Association shall then mail or deliver a second notice of the meeting to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8.5 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement. However, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors.

(c) Vacancies Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(d) Removal. Any director may be removed by concurrence of a majority of the votes of the

entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meetings. The initial directors named in the Articles or any director elected by the Developer may be removed only by the Developer.

3.3 Directors During Developer Control Period. Notwithstanding anything to the contrary contained in this Article, the Board shall consist of three (3) directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The first Board as appointed by the Developer shall hold office and serve until their successors have been elected and qualified as hereinafter provided, and the first Board shall consist of those persons set forth in the Articles of Incorporation. The Developer shall have the right to appoint all the members of the Board until Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association, the owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board upon the earlier of: (a) three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all the Units that will be operated ultimately by the Association have been completed, some of them having been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or (e) seven (7) years after recordation of the Declaration. The Developer is entitled to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the Units operated by the Association. The Developer may, in its sole discretion, turn over control of the Association to Unit Owners other than the Developer prior to such dates by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer nor such appointees shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control. Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board, the Association shall call, and give not less than sixty (60) days' notice of an election for the members of the Board. The election shall proceed as provided in §718.112(2)(d) Florida Statutes. The notice may be given by any Unit Owner if the Association fails to do so. Upon election of the first Unit Owner other than the Developer to the Board, the Developer shall forward to the Division the name and mailing address of the Unit Owner Board member. Directors appointed by the Developer need not be Unit Owners.

3.4 Organizational Meeting. The organizational meeting of the newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Board at the meeting at which they were elected. Adequate notice of this meeting date, including an identification of agenda items, shall be conspicuously posted on the condominium property at least forty-eight (48) continuous hours prior to the meetings.

3.5 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or facsimile transmission, at least forty-eight (48) hours prior to the day named for the meeting.

3.6 Special Meeting. Special meetings of the Board of Directors may be called by the president and must be called by the secretary at the written request of one-third (1/3) of the directors. Not less than forty-eight (48) hours notice of the meeting shall be given personally, or by mail, telephone or facsimile transmission, which notice shall state the time, place and purpose of the meeting.

3.7 Notice of Meetings. All meetings are open to all Unit Owners. Except in emergencies, notice shall be conspicuously posted at least forty-eight (48) continuous hours prior to the meetings. Any meeting regarding assessments against Unit Owners shall specifically state said fact on this notice.

3.8 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.9 Quorum. A quorum at a Board meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is required by the Declaration, the Articles of Incorporation or these Bylaws.

3.10 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted.

3.11 Joinder in a Meeting By Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall not constitute the presence of such director for the purpose of determining a quorum.

3.12 Conduct of Meetings.

(a) The presiding officer of Board meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

(b) The order of business at directors' meetings shall be:

- (1) Calling of the roll.
- (2) Proof of due notice of meeting.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of officers and committees.
- (5) Election of officers.
- (6) Unfinished business.
- (7) New business.
- (8) Adjournment.

(c) Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.13 Compensation of Directors. Directors' fees, if any, shall be determined by the members.

3.14 Powers and Duties of the Board of Directors.

(a) Powers. All of the powers and duties of the Association existing under the Condominium Act, Declaration, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board, its agents, contractor or employees, subject only to approval by Unit Owners when such is specifically required.

(b) Duties. The duties of the Board shall include, without limitation:

(i) preparation and adoption, in accordance with the Declaration , of an annual budget establishing each Owner's share of the Common Expenses;

(ii) levying and collecting such assessments from the Owners;

(iii) providing for the operation, care, upkeep and maintenance of the Common Property;

(iv) designating, hiring and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(v) depositing all funds received on behalf of the Association in a bank account which it shall approve and using such funds to operate the Association; provided, any reserve fund may be deposited, in the Board's best business judgment, in depositories other than banks;

(vi) making and amending use restrictions and rules in accordance with the Declaration ;

(vii) opening of bank accounts on behalf of the Association and designating the signatories required;

(viii) making or contracting for the making of repairs, additions and improvements to or alternations of the Common Property in accordance with the Declaration and these Bylaws;

(ix) enforcing by legal means the provisions of the Declaration , these Bylaws, and the rules of the Association and bringing any proceedings which may be instituted on behalf of or against the Unit Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or estop the Association from enforcing any other covenant, restriction or rule;

(x) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof and filing and adjusting claims, as appropriate;

(xi) paying the cost of all services rendered to the Association;

(xii) keeping books with detailed accounts of the receipts and expenditures of the Association;

(xiii) making available to any prospective purchaser of a Unit, any Owner and the holders, insurers and guarantors of any Mortgage of any Unit, current copies of the Declaration , the Articles of Incorporation, the Bylaws, rules and all other books, records and financial statements of the Association, as provided in Section 6.4;

(xiv) permitting utility suppliers to use portions of the Common Property reasonably necessary to the ongoing development or operation of the Properties;

(xv) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is required under Florida law, the

Articles of Incorporation, the Declaration ; and

(xvi) assisting in the resolution of disputes between Owners and other without litigation, as set forth in the Declaration .

ARTICLE IV
OFFICERS

4.1 Officers. The executive officers of the Association shall be a president, who shall be a director, a vice-president, who shall be a director, a treasurer and secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold one or more offices except that the president shall not be also the secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

(a) President. The president shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of a president of an association, including but not limited to the power to appoint committees from among the members, from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the corporation.

(b) Vice President. The vice president in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

(c) Secretary. The secretary shall keep the minutes of all proceedings of directors and members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the treasurer. He shall perform all other duties incident to the office of secretary of an Association, and as may be required by the Board of Directors or the president.

(d) Treasurer. The treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices. He shall perform all other duties incident to the office of treasurer.

4.2 Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of gross negligence or willful misconduct in the performance of his duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE V
FISCAL MANAGEMENT

6.1 The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

(a) The receipt and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common

Expenses:

(b) Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in the fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(i) Reserve for capital expenditures and deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually, including but not limited to roof replacement, building painting, and resurfacing of paved areas.

(ii) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(iii) Property improvements, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Property.

(iv) Operations, which shall include the gross revenue from the use of the common property. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from such operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from such operations shall be met by special assessments against Unit Owners, which assessments may be made in advance in order to provide a working fund.

6.2 Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 2 preceding the year for which the budget is made. If the budget is amended substantially, a copy of the amended budget shall be furnished to each member.

6.3. Assessments. Assessments against the Unit Owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in quarterly or monthly installments, as may be determined by the Board of Directors. If an assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and payments on such assessment shall be due and payable in the same manner as the prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board.

6.4 Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment upon the filing of a lien.

6.5 Assessments for Emergencies. A special assessment for Common Expenses for emergencies that cannot be paid from the annual assessments for common expenses due to the unavailability of funds shall be made only after notice to the Unit Owners of a regular or special Board meeting to address the need for such special assessment. After such notice and upon approval of the special assessment by a majority of the Board present at a meeting at which a quorum is present, the special assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board may require in the notice of assessment.

6.6 Depository of the Association. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall only be by checks signed by such persons as are authorized by the Board of Directors.

ARTICLE VII
AMENDMENTS

These Bylaws may be amended in the same manner as is provided in the Articles for the amendment to said Articles. No amendment shall be made which will conflict with the Declaration. No amendment shall be effective until a copy certified by the Association as having been properly adopted has been recorded in the public records of the county in which the Condominium is located.

ARTICLE VIII
DISPUTE RESOLUTION

As required by Florida law, the Association shall participate in mandatory non-binding arbitration as provided for in Section 718.1255, Florida Statutes, as it may be amended.

ARTICLE IX
ENFORCEMENT

9.1 Generally. The Association is empowered to exercise all such rights to impose sanctions for violations of the Declaration, these Bylaws and the Rules of the Association as are described in the Declaration.

9.2 Fines. In the event the Association shall at any time decide to impose a fine against the owner of a Unit, or its occupant, licensee or invitee, from failure to abide by any provision of the Declaration, these By-Laws, or rules of the Association, the following shall be applicable:

- (a) No fine will become a lien against a Unit.
- (b) No fine may exceed One Hundred Dollars (\$100) per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed One Thousand Dollars (\$1,000).
- (c) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:
 - (i) A statement of the date, time and place of the hearing;
 - (ii) A statement of the provisions of the Declaration, Association By-Laws, or Association Rules which have allegedly been violated; and
 - (iii) A short and plain statement of the matters asserted by the Association.
- (d) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- (e) The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.
- (f) The provisions of this section do not apply to unoccupied Units.

ARTICLE X
MISCELLANEOUS

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance on the Units with the Condominium Fire and Life Safety Code.

THE PALACIO AT PERDIDO, A CONDOMINIUM

EXHIBIT E TO THE DECLARATION OF CONDOMINIUM

RULES AND REGULATIONS

1. Automobiles may be parked only in the areas provided or assigned for that purpose.
2. Use of recreational facilities and Common Property will be in such manner as to respect the rights of other Unit Owners. Use of particular recreational facilities will be controlled by regulations to be issued from time to time, but in general, such use will be prohibited between the hours of 10:00 p.m. and 8:00 a.m.
3. No radio or television antenna or any wiring for any purpose shall be installed on the exterior of a building without the written consent of the Association.
4. Any owner may identify his Unit with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other signs may be displayed except signs of the Developer pending construction and sale of the Units.
5. The balconies, terraces and exterior stairways shall be used only for the purpose intended and shall not be used for hanging garments or other objects, or for cleaning of rugs and other household items, or for the cooking of food by any method.
6. Unit Owners are reminded that alteration and repair of unit buildings is the responsibility of the Association except for the interior of Units. No work of any kind is to be done upon exterior building walls or upon interior boundary walls without first obtaining the approval required by the Supplement.
7. Common household pets are permitted to be kept by Unit Owners (and shall not be kept by guests or tenants) but shall not be kept in such number as to be an annoyance to other Unit Owners. All pets must be held, or kept leashed and under the control of a responsible party at all times that they are in the Common Property. All owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. Should a Unit Owner fail to clean up after his pet, the Association shall perform that service and bill the Unit Owner accordingly. The Association reserves the right to designate specific areas within the Common Property, if any, where pets may be walked on leashed by their owners. The Association further reserves the right to adopt and enforce additional pet regulations necessary to ensure that pets are not and do not become a nuisance, and demand that a member permanently remove any and all pets which create disturbances and annoyances from the Condominium Property.
8. No owner may make or permit any disturbing noises in the building whether made by himself, his family, friends or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenants. No owner may play or suffer to be played any musical instrument, phonograph, radio or television set in his Unit between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the Condominium.

Notwithstanding the above, the Developer shall retain the right to use a Unit as a sales office and to erect signs, have sales persons and access to the property as may be required for sales purposes. These rights are set forth in Article XXI of the Declaration.

9. Each Unit is restricted to residential use by only the owner thereof, his immediate family, guests, invitees or lessees. Such Unit may be rented on a daily or longer basis.

RULES OF PARKING

10. Passenger cars and pick-up trucks only may utilize the parking facilities. No large trucks, boats and/or trailers, motor homes, or any other vehicles other than those cited in Paragraph 10 may use parking facilities without prior written approval of the Board of Directors or its designee.

FINES

11. In the event the Association shall at any time decide to impose a fine against the owner of a unit, or its occupant, licensee or invitee, from failure to abide by any provision of the Declaration, these By-Laws, or rules of the Association, the following shall be applicable:

- (a) No fine will become a lien against a Unit.
- (b) No fine may exceed \$100 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.
- (c) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:
 - (i) A statement of the date, time and place of the hearing;
 - (ii) A statement of the provisions of the Declaration, Association By-Laws, or Association rules which have allegedly been violated; and
 - (iii) A short and plain statement of the matters asserted by the Association.
- (d) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.
- (e) The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.
- (f) The provisions of this section do not apply to unoccupied Units.

12. The Association reserves the right to change, amend, delete and/or waive any of the rules set forth herein.

THE PALACIO AT PERDIDO, A CONDOMINIUM

EXHIBIT F TO THE DECLARATION OF CONDOMINIUM

ESTIMATED OPERATING BUDGET

**FIRST YEAR ESTIMATED OPERATING BUDGET FOR
 PALACIO AT PERDIDO, A CONDOMINIUM
 FOR THE PERIOD BEGINNING 1 JAN AND ENDING 31 DEC
 COMMENCING ON THE YEAR OF RECORDING**

INCOME	ANNUAL	MONTHLY
Monthly unit dues	\$417,880	\$34,823
Monthly reimb.. from Associated Commercial Parcel	3,744	312
Maintenance reimb. from units - Labor	12,000	1,000
Maintenance reimb. from units - Material	3,000	250
Vending Receipts	1,219	102
Late Fees	218	17
TOTAL INCOME:	<u>\$438,061</u>	<u>\$36,504</u>
ADMINISTRATION OF ASSOCIATION		
Accounting	3,000	250
Professional Fees	2,500	208
Office Supplies	1,500	125
Licenses	450	38
Bank Charges	300	25
Dues and Subscriptions	450	38
Corporate Filing Fees	61	5
Management Fees	24,720	2,060
UTILITIES		
Electricity - Common Areas	31,000	2,583
Garbage Service	6,000	500
Telephone and Pagers	2,200	183
Sewer/Water	42,000	3,500
Natural Gas for Heated Pool	12,000	1,000
Cable TV Service	10,200	850
MAINTENANCE		
Building Maintenance Supplies	5,500	458
Lawn Maintenance	20,000	1,667
Seasonal Color - flowers	4,000	333
Elevator	10,000	833
Generator	350	29

Pest Control	3,700	308
Pool Maintenance and Supplies	6,600	550
Valet Parking	9,500	792
INSURANCE - Common Area Casualty & Liability	128,418	10,702
SECURITY	8,200	683
OTHER EXPENSES	10,000	833
PAYROLL		
Salary - Maintenance Supervisor	26,000	2,167
Salary - Maintenance	20,000	1,667
Salary - Grounds	20,000	1,667
Workers Comp. Insurance	7,000	583
Employee Health Insurance	5,000	417
Payroll Taxes	7,000	583
RENT FOR RECREATIONAL AND OTHER COMMONLY USED FACILITIES	N/A	N/A
FEE PAYABLE TO DIVISION		
Condominium Filing Fee	412	34
Taxes upon Association Property	N/A	N/A
Reserves - Long term replacement and repairs to Commons	10,000	833
TOTAL EXPENSES	\$438,061	\$36,504
TOTAL EXPENSES less income from sources other than monthly unit dues	\$417,880	

Monthly Assessment Amount Per Unit by Type				
Unit Type	# of Units	Monthly Unit Cost	Annual Unit Cost	Total Annual per Type
A	17	\$ 286	\$3,434	\$58,378
B	34	\$385	\$4,621	\$157,123
C	16	\$261	\$3,134	\$50,146
D	16	\$335	\$4,019	\$64,312
E	17	\$313	\$3,751	\$63,768
F	1	\$682	\$8,190	\$8,190
G	1	\$616	\$7397	\$7,397
H	1	\$714	\$8566	\$8,566
TOTAL	103			\$417,880

NOTES

1. Chapter 718 Florida Statutes (the Condominium Act) and regulations promulgated pursuant thereto (the Regulations) allows reserves to be waived or reduced in certain circumstances. Generally, reserves are not required in budgets in which members of an association by majority vote of members attending a duly called meeting of the association, determine for a fiscal year to provide no reserves or reserves less adequate than those set forth in the above provided that such reserves cannot be waived or reduced prior to the mailing to unit owners of a proposed annual budget which includes such reserves. More specific information is available by reference to the Condominium Act and the Regulations.

2. Unless waived or reduced pursuant to the Condominium Act and the Regulations, reserves are required for roof replacement, building painting or surface cleaning, pavement resurfacing and all other capital expenditures and deferred maintenance, and for any other item for which maintenance expense exceed \$10,000.00. The estimated life and the estimated replacement cost for each item for which reserves are maintained and the current balance in each reserve account are as follows:

Reserves

ITEMS	Estimated Useful Life	Estimated Replacement Cost	Estimated Remaining Useful Life	Amount Reserved Annually	Current Balance
Exterior Painting	5 years	21,000	5 years	4,200	00*
Roof	15 years	65,000	15 years	4,330	00*
Paving	7 years	10,290	7 years	1,470	00*
				<u>10,000</u>	

* There is no account balance at the time of the preparation of this Estimated Operating Budget, the Condominium has not yet been submitted and no assessments have been paid.

3. This budget does not include items of expense that are personal to unit owners or which are not uniformly incurred by all unit owners or which are not provided for nor contemplated by the condominium documents, including but not limited to private telephone costs, cost of maintenance of the interior of the condominium units to the extent that such maintenance is not the obligation of the Condominium or the Association, the cost of maid or janitorial services privately contracted for by the unit owners, cost of utility bills billed directly to each unit owner for utility service or supplied to this unit, including insurance premiums other than those incurred in respect of policies obtained by the Condominium or the association and applicable to the Condominium or to the Association property in general, debt servicing upon any mortgage encumbering the individual unit but not encumbering the Condominium or Association property as a whole, real estate taxes assessed directly to a condominium unit, and like personal expenses of the unit owner. No unit is subject to a lease nor is there a recreational lease or lease of commonly used facilities, therefore, there is no rent charged to a unit owner.

4. The By-Laws of the Association provide that the assessments will be determined annually in advance and will be due and payable in monthly installments on the first day of each month of the year for which the assessments are made, or as otherwise determined by the Board of Directors.

5. At closing, each residential unit owner will pay a one-time operating capital contribution to the Association of \$1005 which is equal to three months Association fees.

6. The operating budget for the first year of operation will be pro-rated beginning with the first month of actual operation.

THE PALACIO AT PERDIDO, A CONDOMINIUM

EXHIBIT G TO THE DECLARATION OF CONDOMINIUM

ASSOCIATED COMMERCIAL PARCEL EASEMENT AND RESERVATION

THIS EASEMENT AND RESERVATION (the "Agreement") made this 31 day of October 2001, by PALACIO, LLC, an Alabama Limited Liability Company (the "Developer") and PALACIO AT PERDIDO OWNERS' ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, including the mutual covenants, conditions and agreements herein expressed, agree as follows:

1. Developer is in the process of developing The Palacio at Perdido, A Condominium, on the parcel of property located in Escambia County, Florida, described in Exhibit "A" attached hereto and made a part hereof. Developer intends, subject to this agreement and subsequent to the recordation of this agreement in the public records of Escambia County, Florida, to file a Declaration of Condominium in the Public Records of Escambia County, Florida, creating a condominium known as The Palacio at Perdido.

2. This Agreement affects the lands described in Exhibit "A" attached hereto.

3. The real property described herein is comprised of real property to be known as: (i) The Palacio at Perdido, a condominium, and (ii) a parcel to be identified in said condominium documents as the Associated Commercial Parcel, which is more particularly described as Exhibit A-1 attached hereto and which is not a part of The Palacio at Perdido.

4. The condominium units are to be used solely for permanent residence or short term or long term rentals subject to this agreement and subject to the Declaration of Condominium.

5. The Associated Commercial Parcel may be used for any commercial purpose allowed under current zoning codes and/or the comprehensive plan for Escambia County, Florida.

6. The following perpetual and non-exclusive easements are hereby reserved by the Developer to benefit the real property described in Exhibit A-1 attached hereto and are hereby granted to the Association to use in common with the Developer:

a. Easement for unintentional encroachment of any improvements constructed on any real property described herein;

b. Easement through, over and under any real property described herein for the construction or maintenance of interior, exterior, supporting columns, foundations, roof and other components necessary for the structural integrity of the condominium building.

c. Easements through, over and under all other real property that will be reasonably required for all utilities and for conduits, ducts, plumbing, wiring and any other facility necessary for installing, furnishing, and maintaining all utility services.

d. Easement for egress and ingress through, over, and under all of the common areas of the condominium to benefit the Associated Commercial Parcel.

e. Easement for parking purposes to any undesignated, unassigned, or guest parking space.

7. The Associated Commercial Parcel shall maintain at its cost and expense the interior of the Associated Commercial Parcel, and shall also be responsible for all expenses for services including, but not limited to, utilities related to the use thereof.

8. Any portion of or all rights under this agreement may be assigned to the lessee of the Associated Commercial Parcel without the Association's consent.

9. The invalidity in whole or in part of any covenant, restriction, easement and any other provision of this Agreement shall not affect the validity of the remaining portions thereof and all covenants, restrictions and easements herein shall run with the land.

10. This agreement binds and inures to the benefit of the Developer, the Association, their successors, assigns, invitees, licensees, and guests.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first hereinabove written.

WITNESSES AS TO DEVELOPER:

DEVELOPER:

Susan M. Dutcher
Type Name: Susan M. Dutcher

PALACIO LLC, an Alabama Limited Liability Company

By: [Signature]
Ron Durham, Its Member

Tasha M. Melvin
Type Name: Tasha M. Melvin

WITNESSES AS TO THE ASSOCIATION

PALACIO AT PERDIDO OWNERS' ASSOCIATION, INC., a Florida corporation not for profit

Susan M. Dutcher
Type Name: Susan M. Dutcher

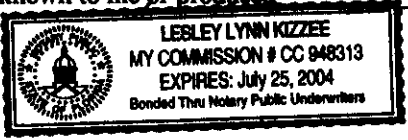
By: [Signature]
Ron Durham
Its President

Tasha M. Melvin
Type Name: Tasha M. Melvin

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 31st day of October, 2001, by Ron Durham, as a member of Palacio, LLC, an Alabama Limited Liability Company, on behalf of the partnership. Such person (is personally known to me) or produced _____ as identification.

(Affix seal)



[Signature]
NOTARY PUBLIC
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 31st day of October, 2001, by Ron Durham, as President of Palacio at Perdido Owners' Association, Inc., a Florida corporation not for profit, on behalf of the corporation. (He is personally known to me) or produced _____ as identification.

(Affix seal)



[Signature]
NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT A - LEGAL DESCRIPTION OF CONDOMINIUM PARCEL

DR BK 4796 PG0722
Escambia County, Florida
INSTRUMENT 2001-899070

NORTH PARCEL

DESCRIPTION AS PREPARED BY NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC.

COMMENCE AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 88°30'59" EAST ALONG THE NORTH LINE OF THE AFORESAID FRACTIONAL SECTION 35 A DISTANCE OF 1320.40 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE AFORESAID FRACTIONAL SECTION 35; THENCE GO SOUTH 01°32'12" WEST ALONG THE WEST LINE OF THE AFORESAID EAST HALF OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 35 A DISTANCE OF 1320.40 FEET TO THE NORTHWEST CORNER OF GOVERNMENT LOT 2 OF THE AFORESAID FRACTIONAL SECTION 35; THENCE GO SOUTH 88°30'59" EAST ALONG THE NORTH LINE OF THE AFORESAID GOVERNMENT LOT 2 A DISTANCE OF 500.00 FEET; THENCE DEPARTING THE AFORESAID NORTH LINE OF GOVERNMENT LOT 2 GO SOUTH 01°32'12" WEST A DISTANCE OF 215.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°32'12" WEST A DISTANCE OF 322.86 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF NEW GULF BEACH HIGHWAY (A.K.A. PERDIDO KEY DRIVE - STATE ROAD NO. 292 - 100' R/W); THENCE GO SOUTH 65°53'48" WEST ALONG THE AFORESAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 209.97 FEET; THENCE DEPARTING THE AFORESAID NORTHERLY RIGHT OF WAY LINE, GO NORTH 01°32'12" EAST A DISTANCE OF 413.54 FEET; THENCE GO SOUTH 88°30'59" EAST A DISTANCE OF 189.29 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN FRACTIONAL SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 1.60 ACRES.

SOUTH PARCEL

DESCRIPTION AS FURNISHED (O.R. BOOK 2446, PAGE 263).

COMMENCE AT THE NORTHWEST CORNER OF FRACTIONAL SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 88°30'59" EAST ALONG THE NORTH LINE OF THE AFORESAID SECTION 35 A DISTANCE OF 1,320.40 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 35; THENCE GO SOUTH 01°32'12" WEST ALONG THE WEST LINE OF THE AFORESAID EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35 A DISTANCE OF 2,203.41 FEET TO A POINT OF INTERSECTION WITH THE CURVED SOUTHERLY RIGHT-OF-WAY LINE OF NEW GULF BEACH HIGHWAY (S.R. #292, 100'R/W); THENCE GO NORTHEASTERLY ALONG THE AFORESAID CURVED SOUTHERLY RIGHT-OF-WAY LINE HAVING A RADIUS OF 2,914.93 FEET, AN ARC DISTANCE OF 171.75 FEET (CH = 171.73'; CH BRG = N67°35' 04"E) TO THE POINT OF TANGENCY; THENCE GO NORTH 65°53'48" EAST ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 169.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 210.75 FEET; THENCE GO SOUTH 01°32'12" WEST A DISTANCE OF 428.74 FEET TO A POINT ON THE STATE OF FLORIDA DEPARTMENT OF NATURAL RESOURCES COASTAL CONSTRUCTION SETBACK LINE AS RECORDED IN PLAT BOOK 9 AT PAGE 72 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT HEREINAFTER REFERRED TO AS POINT "X"; THENCE CONTINUE SOUTH 01°32'12" WEST A DISTANCE OF 160 FEET MORE OR LESS, TO THE MEAN-HIGH-WATER LINE OF THE GULF OF MEXICO; THENCE MEANDER WESTERLY ALONG THE AFORESAID MEAN-HIGH-WATER LINE TO A POINT OF INTERSECTION WITH A LINE PASSED THROUGH THE POINT OF BEGINNING AND HAVING A BEARING OF SOUTH 01°32'12" WEST; THENCE GO NORTH 01°32'12" EAST ALONG SAID LINE PASSED THROUGH THE POINT OF BEGINNING A DISTANCE OF 160 FEET MORE OR LESS, TO A POINT ON THE AFORESAID COASTAL CONSTRUCTION SETBACK LINE, SAID POINT LYING SOUTH 82°38'49" WEST A DISTANCE OF 192.31 FEET FROM THE AFORESAID POINT "X"; THENCE CONTINUE NORTH 01°32'12" EAST A DISTANCE OF 367.26 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 1.736 ACRES NORTH OF THE COASTAL CONSTRUCTION SETBACK LINE AND 0.71 ACRES SOUTH OF THE COASTAL CONSTRUCTION SETBACK LINE. BOTH OF THE ABOVE DESCRIBED PARCELS ARE SITUATED IN FRACTIONAL SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

EXHIBIT A-1

A PORTION OF THE FOLLOWING DESCRIBED PARCEL SITUATED IN THE PROPOSED NINETEEN STORY RESIDENTIAL AND COMMERCIAL PALACIO AT PERDIDO LOCATED IN FRACTIONAL SECTION 35, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, SAID PARCEL BEING ABOVE THE HORIZONTAL PLANE OF THE UNDECORATED FLOOR OF THE SAID PROPOSED NINETEEN STORY CONDOMINIUM AT ELEVATION 26.84 FEET NATIONAL GEODETIC VERTICAL DATUM AND BEING BELOW A HORIZONTAL PLANE OF UNDECORATED FLOOR OF SAID CONDOMINIUM, AT ELEVATION 37.57 FEET NATIONAL GEODETIC VERTICAL DATUM AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at the northwest corner of Fractional Section 35, Township 3 South, Range 32 West, Escambia County, Florida; thence go South 88°30'59" East along the north line of the aforesaid Section 35 a distance of 1,320.40 feet to the northwest corner of the east half of the northwest quarter of the aforesaid Section 35, thence go South 01°32'12" West along the west line of the aforesaid east half of the northwest quarter of Section 35 a distance of 2,203.41 feet to a point of intersection with the curved southerly right-of-way line of New Gulf Beach Highway (S.R. #292, 100' R/W); thence go northeasterly along the aforesaid curved southerly right-of-way line having a radius of 2,914.93 feet, an arc distance of 171.75 feet (CH = 171.73'; CH BRG = N67°35'04" E) to a point of tangency; thence go North 65°53'48" East along the aforesaid southerly right-of-way line a distance of 169.78 feet, thence departing from said southerly right-of-way line go South 01°32'12" West a distance of 228.97 feet to a capped iron rod stamped 4882; thence continue South 01°32'12" West a distance of 4.74 feet; thence go South 88°27'48" East a distance of 57.69 feet to the Point of Beginning, thence go North 46°12'45" East a distance of 9.85 feet; thence go North 01°17'56" East a distance of 41.92 feet; thence go South 88°47'15" East a distance of 53.87 feet, thence go South 01°12'45" West a distance of 16.83 feet; thence go North 88°47'15" West a distance of 5.39 feet; thence go South 01°13'39" West a distance of 45.47 feet, thence South 46°07'19" West a distance of 7.53 feet, thence go North 43°47'15" West a distance of 13.92 feet; thence go North 88°47'15" West a distance of 0.50 feet, thence go South 01°12'45" West distance of 2.20 feet; thence go North 88°47'15" West a distance of 11.77 feet, thence go North 01°12'45" East a distance of 2.0 feet; thence go North 88°47'07" West a distance of 19.21 feet; thence go North 43°02'19" West a distance of 12.71 feet to the Point of Beginning Containing 0.07 acres, more or less.

RCD Nov 05, 2001 09:24 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-899070