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## **DECLARATION OF CONDOMINIUM**

**FOR**

### **ADMIRALS ROW NORTH, A CONDOMINIUM**

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# **DECLARATION OF CONDOMINIUM**

## **FOR**

### **ADMIRALS ROW NORTH, A CONDOMINIUM**

Admirals Row, LLC, a Florida limited liability company (the “**Developer**”), hereby makes this Declaration of Condominium for Admirals Row North, a Condominium (the “**Declaration**”):

#### **1. INTRODUCTION AND SUBMISSION TO CONDOMINIUM**

**1.1. Submission Statement.** The Developer hereby submits the fee simple title to the lands located in the City of Pensacola, Escambia County, Florida, and described in attached **Exhibit A**, as well as all improvements erected or to be erected thereon, all easements, rights, and appurtenances belonging thereto, and all other property, real, personal or mixed, located on and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided in Chapter 718, Florida Statutes (2022) (the “**Act**,” all specific references to the Act shall contain the section number preceded by “**FS**”).

**1.2. Name of the Condominium.** The name by which this condominium is to be identified is Admirals Row North, a Condominium (the condominium to be created by this Declaration is herein referred to as the “**Condominium**”).

#### **2. DEFINITIONS**

This section sets forth definitions of certain terms used in this Declaration. Other terms may be defined when initially used. Defined terms will be capitalized in the Declaration. The terms used herein will have the meanings stated in the Act and as follows, unless the context otherwise requires.

**2.1. 800 South Palafox Declaration.** The Declaration of Covenants, Conditions, Restrictions and Easements for 800 South Palafox, recorded in Official Records Book 8959 at Page 273 of the public records of Escambia County, Florida, as amended from time to time as set forth therein.

**2.2. Act.** Chapter 718, Florida Statutes (2022). All specific references to the Act shall contain the section number preceded by “**FS**.”

**2.3. Articles of Incorporation.** The Articles of Incorporation of the Admirals Row North Condominium Association, Inc., as amended, and as filed with the office of the Florida Secretary of State attached hereto as **Exhibit B**.

**2.4. Assessments.** The Capital Improvement Assessments, General Assessments, Special Assessments, and Specific Assessments (all as defined herein).

**2.5. Association.** Pursuant to FS 718.103(2), Admirals Row North Condominium Association, Inc., a Florida not-for-profit corporation, and its successors, the entity responsible for the operation of the Common Elements and the Condominium (as defined herein).

**2.6. Association Property.** All real or personal property owned or leased by or transferred to the Association.

**2.7. Balcony.** Those areas depicted as “Balcony” on the Graphic Description of the Units. The Balconies are Limited Common Elements (all as defined herein).

**2.8. Board.** Pursuant to FS 718.103(4), the board of directors of the Association (as defined herein), which is responsible for the administration of the Association. The Board shall be made up of no less than three (3) Unit Owners.

**2.9. Bylaws.** The bylaws of the Association, attached hereto as **Exhibit C** and as amended from time to time.

**2.10. Capital Improvement Assessments.** The amounts levied against each Unit Owner (as defined herein) and his or her Unit (as defined herein), representing a portion of the costs incurred by the Association for the acquisition, installation or construction (as distinguished from maintenance, repairs and replacement) of any Condominium capital improvements located or to be located within the Common Elements.

**2.11. Charge or Special Charge.** The obligation of a Unit Owner (as defined herein) to pay or reimburse money to the Association that cannot be secured as an Assessment pursuant to FS 718.116, but which will, if the Charge is not paid, give rise to a cause of action against the Unit Owner pursuant to the Declaration.

**2.12. Common Elements.** The portions of the Condominium Property located within the North Parcel as depicted on the Plot Plan which are not included in the Units, including:

(a) easements for conduits ducts, plumbing, wiring, and other facilities for the furnishing of utility and other services to the Units and the Common Elements;

(b) an easement of support in every portion of a Unit which contributes to the support of the Unit and the dwelling or other improvements on all other Units, Common Elements or Limited Common Elements;

(c) the property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements;

(d) any hallways, foyers, doors, elevators, stairwells, alarm systems, access systems, or security systems not contained within a specific Unit;

(e) all portions of the stormwater management system for the Condominium;

(f) those rights and easements set forth in the 800 South Palafox Declaration in favor of the North Parcel Benefitted Parties; and

(g) any other parts of the Condominium Property designated as Common Elements pursuant to this Declaration or the Act.

**2.13. Common Expenses.** All expenses properly incurred by the Association for only the Condominium and such expenses as may be declared to be Common Expenses by this Declaration.

**2.14. Common Surplus.** The excess of all receipts of the Association from Assessments or other receipts pertaining only to the Condominium above Common Expenses.

**2.15. Condominium.** Admirals Row North, a Condominium.

**2.16. Condominium Documents.** This Declaration and the attached Exhibits (as defined herein) to this Declaration setting forth the nature of the property rights in the Condominium, and the covenants running with the land that govern these rights. In the event of a conflict among the Condominium Documents, the order of priority of the documents will be as follows: (1) the Declaration; (2) Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.

**2.17. Condominium Parcel.** A Unit together with a percentage share of the Common Elements as depicted on Exhibit G that are appurtenant to the Unit.

**2.18. Condominium Property.** The real and personal property described as shown on Exhibit A attached hereto, both tangible and intangible, subject to condominium ownership, whether or not contiguous, including all improvements thereon and all easements and rights appurtenant thereto, and subject to the limitations thereof and exclusions therefrom and specifically including those rights of the North Parcel Benefitted Parties under the 800 South Palafox Declaration.

**2.19. Declaration.** Pursuant to FS 718.103(15), this instrument creating the Condominium, titled the Declaration of Condominium of Admirals Row North, a Condominium, as it is amended from time to time.

**2.20. Developer.** Pursuant to FS 718.103(16), Admirals Row, LLC, a Florida limited liability company (the company that has created the Condominium), and its successors and/or assigns. The Developer may also be referred to as the Declarant.

**2.21. Division.** The Division of Florida Condominiums, Timeshares, and Mobile Homes as established by the Florida Department of Business & Professional Regulation.

**2.22. Exhibits:**

(a) Legal Description of the Condominium Property;

- (b) Articles of Incorporation for Admirals Row North Condominium Association, Inc.
- (c) Bylaws of Admirals Row North Condominium Association, Inc.
- (d) Plot Plan;
- (e) Graphic Description of the Units;
- (f) Rules and Regulations;
- (g) Proportionate Share of Ownership and Voting Interest;
- (h) Legal Description of the South Parcel; and
- (i) Occupancy Agreement.

**2.23. Family.** One natural Person (as defined herein) or a group of two (2) or more natural Persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household servants); or not more than two (2) adult Persons not so related, and the children of either or both of them, who reside together as a single not-for-profit housekeeping unit.

**2.24. General Assessment.** The share of the funds required for the payment of Common Expenses (as defined herein) that is assessed against a Unit Owner from time to time.

**2.25. Graphic Description of the Units.** A graphic description of the Units showing all perimeter boundaries of a Unit and Limited Common Elements, attached hereto as **Exhibit E**.

**2.26. Guest.** Any Person who is physically present in or occupies a Unit on a temporary basis at the invitation of the Unit Owner without the payment of consideration.

**2.27. Institutional First Mortgagee.** The mortgagee or its assignee of a first mortgage on a Condominium Parcel. The mortgagee may be a bank, a savings and loan association, a mortgage banker, a life insurance company, a real estate or mortgage investment trust, a pension or profit-sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or the Developer. The term also refers to any holder of a first mortgage against a Condominium Parcel which mortgage is guaranteed or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

**2.28. Lease.** The grant by a Unit Owner of a temporary right of use of a Unit Owner's Unit for a valuable consideration.

**2.29. Limited Common Elements.** Those portions of the Common Elements that are reserved for the use of a Unit or Units to the exclusion of the other Units. Balconies are Limited Common Elements.

**2.30. Member.** Each Unit Owner's relationship with the Association.

**2.31. North Parcel.** The parcel, legally described in the attached **Exhibit A**, which is being submitted to condominium ownership by Declarant pursuant to FS Ch. 718.

**2.32. North Parcel Benefitted Parties.** The Association, the Unit Owners, and their respective successors, grantees, agents, contractors, employees, lessees, invitees, and guests.

**2.33. Occupancy Agreement.** All Occupants of Units who are not Unit Owners must execute and enter into an agreement stating the terms of such occupancy. The Occupancy Agreement shall expressly incorporate the Act, the 800 South Palafox Declaration, the Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations, and all other documents related to the creation and governance of the Association. The Occupancy Agreement is attached hereto as **Exhibit I**.

**2.34. Occupant.** Any Person other than a Unit Owner who occupies a Unit.

**2.35. Parcels.** The North Parcel and South Parcel, collectively.

**2.36. Party Wall.** All dividing walls which straddle the boundary lines between Units which stand partly upon one Unit and partly upon another Unit and which serve two (2) or more Units. All Party Walls are depicted on the Plot Plan and the Graphic Description of the Units.

**2.37. Person.** An individual, corporation, trust, or other legal entity capable of holding title to real property.

**2.38. Plot Plan.** The drawing of the layout of the development showing the location of each Unit, the Common Elements, the Limited Common Elements, and any other amenities that may be located on the Condominium Property, attached hereto as **Exhibit D**.

**2.39. Public Records.** The public records of Escambia County, Florida.

**2.40. Rules and Regulations.** The rules and regulations attached as **Exhibit F** as amended from time to time.

**2.41. South Parcel.** Property owned by Declarant, legally described in **Exhibit H**, that is encumbered by the 800 South Palafox Declaration, which provides easements and licenses in favor of and appurtenant to the North Parcel as set forth therein.

**2.42. Special Assessments.** The amounts levied against each Unit Owner and such Unit Owner's Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

**2.43. Specific Assessments.** The amounts levied against each Unit Owner and such Unit Owner's Unit, representing a portion of the costs incurred by the Association for the specific purpose of repairing, maintaining, or restoring such Unit due to the Unit Owner's failure to maintain his or her Unit in compliance with this Declaration.

**2.44. Tenant.** The lessee under a Lease.

**2.45. Unit.** The portion of the Condominium Property which is subject to exclusive ownership and is referred herein to each of the separate and identified Units delineated in the Plot Plan and the Graphic Description of the Units. The physical boundaries of each Unit are as delineated in the Graphic Description of the Units and are as more particularly described in Section 6 of this Declaration. When the context requires, the term "Unit" also means the physical Unit together with its appurtenant allocated interest in the Common Elements. The term "Unit" shall be synonymous with the term "Condominium Parcel" as defined in the Act when referring to the Unit together with its percentage interest in the Common Elements as depicted in **Exhibit G**. All Units are fully depicted in **Exhibit E**.

**2.46. Unit Owner.** The record owner of legal title to a Condominium Parcel.

**2.47. Very Substantial Damage.** Loss or damage whereby one-half or more of the total Units are rendered uninhabitable.

**2.48. Voting Interest.** The Voting Rights (as defined herein) distributed to the Members pursuant to FS 718.104(4)(j). The Voting Interest appurtenant to each Unit shall be based upon the total square footage of each Unit in uniform relationship to the total square footage of each other Unit. The Units' Voting Interests are set forth as percentages in **Exhibit G**.

**2.49. Voting Rights.** The right of each Unit Owner to vote in all Association matters which right shall be appurtenant to the Unit Owner's ownership of a Unit.

### **3. PLAN OF DEVELOPMENT**

The Developer shall construct the Condominium on the Condominium Property containing a total of seven (7) Units and associated improvements.

### **4. NAME OF ASSOCIATION**

The name of the association for the Condominium is Admirals Row North Condominium Association, Inc., a Florida not-for-profit corporation.

### **5. FORM OF GOVERNANCE**

The Condominium is governed by this Declaration. Additionally, the Condominium is subject to the easements created by and granted to the Condominium by the 800 South Palafax Declaration.



## 6. **CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES**

Each Unit and its appurtenances constitute a separate parcel of real property that may be owned in fee simple. The Unit may be conveyed, transferred, and encumbered like any other parcel of real property, independently of all other parts of the Condominium Property, subject only to the provisions of the Condominium Documents and applicable laws.

**6.1 Boundaries.** Each Unit will have boundaries, as defined herein. The boundaries may exist now or may be created by construction, settlement, or movement of the buildings; or by permissible repairs, reconstruction, or alterations.

(a) **Horizontal Boundaries.** The upper and lower boundaries of the Units will be determined in the same manner and under the same laws which establish the upper and lower boundaries and rights of an owner of a parcel of real property in fee simple and as depicted on the Graphic Description of the Units.

(b) **Perimeter Boundaries.** The perimeter boundaries will be both the unfinished and undecorated interior surfaces of the perimeter walls of the Unit as shown on the Plot Plan and Graphic Description of the Units, and the planes of the interior surfaces or the Unit's windows and window frames, doors and doorframes, and other openings that abut the exterior of the building or Common Elements, including Limited Common Elements.

**6.2 Exclusive Use.** Each Unit Owner will have the exclusive use of such Unit Owner's Unit and to the Limited Common Elements intended for the sole and exclusive use of a particular Unit.

**6.3 Ownership.** The ownership of each Unit will carry with it, as appropriate, and whether or not separately described, all of the rights, title, and interest of a Unit Owner in the Condominium Property which will include, but not be limited to:

(a) **Ownership Elements and Common Surplus.** A share of ownership of the Common Elements and Common Surplus calculated based on the total square footage of each Unit in uniform relationship to the total square footage of all of the Units in the Condominium.

(b) **Limited Common Elements.** Either the exclusive use of the Limited Common Elements or use in common with owners of one or more other designated Units. Such elements include air conditioning compressors and refrigerant lines, generators and electrical lines to the Unit from the generator, and all items set forth in Section 7 herein, that are exterior to a Unit and are expressly required to be maintained by the Unit Owner.

(c) **Association Membership.** Membership in the Association and Voting Rights.

#### 6.4 Easements.

(a) The following nonexclusive easements are created by and granted from the Developer: (1) to each Unit Owner and their Family, Guests, Occupants, Tenants and contractors; (2) to the Association and their employees, agents, and hired contractors; (3) to utility companies and governmental and emergency services, as applicable; and (4) reserved for the Developer, its successors and assigns.

(i) **Easement for Air Space.** An exclusive easement for use of the air space occupied by the Unit, as it exists at any particular time, and as the Unit may be lawfully altered or reconstructed from time to time.

(ii) **Ingress and Egress.** A non-exclusive easement in favor of each Unit Owner and resident and their Guests and invitees shall exist for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, hallways, elevators, stairs, and other portions of the Common Elements, as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other than those on the Condominium Parcels, unless such lien is subordinate to the rights of Unit Owners and the Association with respect to such easements.

(iii) **Maintenance, Repair, and Replacement.** Easements through the Units, Common Elements and Limited Common Elements for maintenance, repair, and replacement specifically include, but are not limited to, easements necessary for all work approved in accordance with Section 7 herein. The Association has an irrevocable right of access to the Units during reasonable hours when necessary for the purpose of maintenance, repair, and replacement of the Common Elements or of any portion of a Unit to be maintained by the Association under this Declaration or for making emergency repairs that are necessary to prevent damage to the Common Elements or to another Unit or Units. A Unit Owner has a right of access to any adjoining Unit as and if it is reasonably necessary in order to maintain, repair, or replace parts of the Unit Owner's Unit. The right of access to a Unit shall be exercised after reasonable notice to the Unit Owners unless notice is not possible or practical under the circumstances, with due respect for the Occupants' rights to privacy and freedom from unreasonable annoyance, and with reasonable precautions to protect the personal property within the Unit. The Association requires and shall retain a passkey to all Units. No Unit Owner shall install or alter any lock that prevents access while the Unit is unoccupied without providing the Association with a key.

(iv) **Utilities; Drainage.** Non-exclusive easements are hereby reserved unto the Developer and also granted to the respective utility providers under, through, and over the Condominium Property as may be required from time to time for the construction, use, and maintenance of all utilities (whether public or private), cable television, communications and security systems, and other services that may serve the Condominium or Developer's adjacent property; provided, however, that these easements shall not permanently interfere with the residential use of the Units. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable

television, communications and security systems, or other service or drainage facilities or the use of these easements.

(v) **Public Services.** Access to the Condominium Property for lawfully performed emergency, regulatory, law enforcement, and other public services.

(vi) **Support.** Every portion of a Unit contributing to the support of the Condominium building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements and Limited Common Elements.

(vii) **Encroachment.** If (a) any portion of the Common Elements or Limited Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the improvements; (ii) settling or shifting of the improvements; (iii) any alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association or Developer, as appropriate; or (iv) any repair or restoration of the improvements (or any portion thereof) of any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements or Limited Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

(viii) **Overhangs.** Easements for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over a Unit.

(ix) **Air Space of Common Elements and Limited Common Elements.** An exclusive easement for the use of the area and air space occupied by the air conditioning compressor, refrigerant lines, generators (if installed by a Unit Owner), and the equipment and fixtures appurtenant thereto individually owned by the Unit Owner, as the same exist, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

(x) **Construction and Maintenance.** The Developer (including its designees, contractors, successors, and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any improvements of Units located or to be located thereon, and for repair, replacement, and maintenance purposes or when the Developer, in its sole discretion, determines that it is required or desirable to do so.

(xi) **Sales, Marketing, Construction.** For as long as there are any unsold Units, the Developer, its designees, successors, and assigns, shall have the right to use any such Units and parts of the Common Elements for model Units and sales, management and construction offices, to show model Units and the Common Elements to prospective purchasers or

Tenants, and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.

(xii) **Utilities.** Easements over, under, across, and through Units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility and other services to the Units and the Common Elements.

(xiii) **Additional Easements.** All easements described or shown on the Plot Plan, Graphic Description of the Units, or survey or created under the Act including, without limitation, public utility and drainage easements over the land for drainage and provision of utilities to the Units.

(xiv) **Development.** Until such time as the Developer completes and sells all of the Units, the Developer reserves the right to prohibit access to any portion of the Common Elements or the Condominium Property or uncompleted Units to any of the Occupants of the Condominium, and to utilize various portions of the Common Elements or the Units in connection with such construction and development; provided, however, that no such actions by the Developer shall deny a Unit Owner the right of access to their Unit or the Common Elements that provide such access. No Unit Owner, his or her Guests or invitees, shall in any way interfere with or hamper the Developer or its employees, contractors, successors, or assigns, in connection with such construction. Thereafter, during such time as the Developer, or its successors or assigns, owns any Units and is carrying on any business in connection therewith, including the selling, renting, or leasing of such Units, the Unit Owners, their Guests, and their invitees, shall in no way interfere with such activities or prevent access to such Units by the Developer or its employees, contractors, successors, or assigns.

(xv) **800 South Palafox Declaration.**

A. Those easements and licenses which are created by the 800 South Palafox Declaration and encumber the South Parcel are expressly incorporated herein by reference and are granted in favor of and appurtenant to North Parcel and for the benefit of: (1) each Unit Owner and their Family, Guests, Occupants, and contractors; (2) the Association and their employees, agents, and hired contractors; (3) utility companies and governmental and emergency services, as applicable; and (4) the Developer, its successors and assigns.

B. Those easements which are created by the 800 South Palafox Declaration and encumber a portion of North Parcel are expressly incorporated herein by reference and are granted in favor of and appurtenant to the South Parcel and for the benefit of: (1) each South Unit Owner and their Family, Guests, Occupants, and contractors; and (2) utility companies and governmental and emergency services, as applicable.

C. For the avoidance of doubt, this subpart (xv) shall incorporate any duly authorized and enforceable amendment to the 800 South Palafox Declaration without further action by the Unit Owners or the Association.

(b) **Beneficiaries of Easements.** Wherever in this section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, grantees, agents, contractors, employees, licensees, invitees, and Guests. Unless specifically stated otherwise, all easements referred to herein shall be non-exclusive easements.

(c) **No Exterior Rights.** A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of services contemplated, or the use of the easements created under this section. The Association and its authorized agents shall have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair, or replace those items and areas contemplated herein for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

## 7. **MAINTENANCE; LIMITATIONS ON ALTERATIONS & IMPROVEMENTS**

The responsibility for protection, maintenance, repair, and replacement of the Condominium Property, and restrictions on its alteration and improvement, shall be as follows:

7.1 **Association Maintenance.** The Association is responsible for the protection, maintenance, repair, and replacement of the Common Elements, Limited Common Elements (except as otherwise provided in Section 7.2 and/or Section 7.3), and Association Property. The cost is a Common Expense. The Association's responsibilities as to the Common Elements include, without limitation:

- (a) electrical wiring up to the circuit breaker panel in each Unit;
- (b) water pipes, up to the individual cut-off valve within the Unit;
- (c) cable television and internet access lines up to the point where the single line to the Unit connects to multiple lines serving one (1) Unit;
- (d) sewer lines, up to the point where they enter the Unit;
- (e) the building sprinkler system, including the sprinkler heads and lines within the boundaries of a Unit;
- (f) the elevators within the Common Elements;
- (g) the central security system serving the Condominium building, including that portion of the central security system lying within the boundaries of a Unit;
- (h) the conference system, if any, serving the entire Condominium building, including that portion of the conference system lying within the boundaries of a Unit;

- (i) all installations, fixtures, and equipment located within one (1) Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one (1) Unit or the Common Elements;
- (j) the exterior surface of the main entrance doors to each Unit and the Balcony;
- (k) all exterior building walls and all walls that form part of the boundary of the Unit, including painting, waterproofing, and caulking; and
- (l) the parking areas and drives located on the North Parcel, except as otherwise provided in the 800 South Palafox Declaration;
- (m) keeping exterior lighting and mechanical facilities in good working order;
- (n) stormwater drainage system including, but not limited to, retention areas, retention tanks, and pipes, and inlets, which pertain to the stormwater drainage system, except as otherwise provided in the 800 South Palafox Declaration; and
- (o) the maintenance obligations as set forth in the 800 South Palafox Declaration.

The Association's responsibility does not include interior wall switches or receptacles, exterior wall switches, plumbing fixtures, or other electrical, plumbing, or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be repaired promptly by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a Common Expense, except the Association shall not be responsible for the damage to any alteration or addition to the Common Elements or Limited Common Elements made by a Unit Owner or his or her predecessor in title or for damage to paint, wallpaper, paneling, flooring, or carpet which, of necessity, must be cut or removed to gain access to work areas located behind it.

**7.2 Unit Owner Maintenance.** Each Unit Owner is responsible, at the Unit Owner's expense, for all maintenance, repairs, and replacements of the Unit Owner's Unit and certain Limited Common Elements. Each Unit Owner shall be liable for the expenses of any maintenance, repair, or replacement of Common Elements, other Units, or personal property made necessary by the Unit Owner's act or negligence, or by that of any member of the Unit Owner's Family or the Unit Owner's Guests, employees, agents, or Tenants. Each Unit Owner has a duty to maintain his or her Unit, any Limited Common Elements appurtenant to the Unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements, or the property of other Unit Owners and Occupants. If any condition, defect, or malfunction resulting from the Unit Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property, or property within other Units, the offending Unit Owner shall be liable for the damage. The Board may establish a list of precautionary duties that each Unit Owner is responsible to perform designed to reduce the incidences of accidents that may cause damage to other Units or the Common Elements. Failure by the Unit Owner to perform

these duties will create a rebuttable presumption that the Unit Owner was negligent. Neither the Association nor any Unit Owner shall be liable for any damage to the real or personal property, and any improvements or betterments thereof, or any injury to any Person, caused by water intrusion into a Unit from another Unit or the Common Elements resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or Unit Owner is guilty of negligence or willful or wanton misconduct. The Unit Owner's responsibilities include, without limitation, the maintenance, repair and replacement of:

- (a) screens, windows (including frames and mounting), and window glass;
- (b) the main entrance door, the Balcony doors of a Unit and their interior surfaces, excluding the portions of the door that are the responsibility of the Association under Section 7.1;
- (c) any other doors within or affording access to the Unit;
- (d) the entry steps and railings on the front of each Unit;
- (e) the elevators within each Unit, if any;
- (f) the electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the Unit and serving only the Unit;
- (g) the circuit breaker panel and all electrical wiring going into the Unit from the panel;
- (h) appliances, water heaters, smoke alarms, and vent fans;
- (i) all air conditioning and heating equipment, thermostats, ducts, and installations serving the Unit exclusively, except as otherwise provided in Section 7.3 herein;
- (j) carpeting and other floor coverings;
- (k) door and window hardware and locks;
- (l) shower pans;
- (m) the main water supply shut-off valve for the Unit;
- (n) any grill or fireplace located on the Balcony of the Unit;
- (o) other facilities or fixtures that are located or contained entirely within the Unit and serve only that Unit; and
- (p) all interior partition walls that do not form part of the boundary of the Unit.

### **7.3 Other Unit Owner Responsibilities.**

(a) **Balconies.** Where a Limited Common Element consists of a Balcony, the Unit Owner who has the right of exclusive use of the area shall be responsible for the day to day cleaning and care of the walls, floor, and ceiling bounding said area, if any; and all fixed glass and sliding glass doors in portions of the entranceway to said area, if any; and the wiring, electrical outlet(s), and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair, and replacement of all exterior walls of the building and the concrete slabs. The Unit Owner shall be responsible for day to day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a Common Expense.

(b) **Interior Decorating.** Each Unit Owner is responsible for all decorating within the Unit Owner's Unit, including painting, wallpapering, paneling, millwork, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

(c) **Window Coverings.** The covering and appearance of the windows and doors, whether by draperies, shades, reflective film, or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the Rules and Regulations of the Association.

(d) **Modifications and Alterations or Neglect.** If a Unit Owner makes any modifications, installations, or additions to the Unit or the Common Elements, or neglects to maintain, repair, and replace as required by this Section 7.3, the Unit Owner, and/or the Unit Owner's successors in title, shall be financially responsible for:

(i) insurance, maintenance, repair, and replacement of the modifications, installations, additions, or failure to maintain, replace, and repair;

(ii) the costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations, additions, or failure to maintain, replace, and repair; and

(iii) the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property for which the Association is responsible. Nothing in this section shall be construed to allow any modification, installation, or addition to the Condominium Common Elements, or the Limited Common Elements.

(e) **Use of Licensed and Insured Contractors.** Whenever a Unit Owner contracts for build-out, maintenance, repair, replacement, alteration, addition, or improvement of any portion of the Unit or Common Elements or Limited Common Elements, whether with or without Association approval, such Unit Owner shall be deemed to have warranted to the Association and its Members that the Unit Owner's contractor(s) are properly licensed and fully



insured, and that the Unit Owner will be financially responsible for any resulting damage to Persons or property not paid by the contractor's insurance.

(f) **Association's Right to Repair Unit.** If a Unit Owner fails to maintain his or her Unit in compliance with this Declaration, the Association shall have the right and may, through its agents, employees, and contractors, enter into or upon said Unit or said Private Garage and repair, maintain, and restore the Unit. The cost of such repair, maintenance, or restoration, together with a reasonable administrative Charge for any individual Unit shall be charged against such Unit as a Specific Assessment. Before the Association may enter or upon said Unit, a written notice shall be mailed to the applicable Unit Owner informing the Unit Owner of the violation(s). If the Unit Owner fails to correct the violation(s) within thirty (30) days from the receipt of the notice, the Association may immediately enter onto or upon said Unit in order to repair, maintain, or restore the Unit. The thirty (30) day notice requirement contained in this section is waived in the event of any emergency.

**7.4 Appliance Maintenance Contracts.** If there shall become available to the Association a program of contract maintenance for water heaters serving individual Units, and/or air conditioning compressors and/or air handlers or other appliances, equipment or fixtures serving individual Units, which the Association determines is to the benefit of the Unit Owners to consider, then on agreement by a majority of the Voting Interests of the Condominium, in person or by proxy and voting at a meeting called for the purpose, or on agreement by a majority of the total Voting Interests of the Condominium in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be Common Expenses. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the Unit Owner.

**7.5 Owner Alteration of Common Elements Restricted.** No Unit Owner may make any alterations, add to, or remove any part of the portions of the Condominium Property that are to be maintained by the Association without the prior written approval of the Board, which approval shall not be unreasonably withheld. The Board has the authority to approve, disapprove, or require modifications to the proposed work. The Board's decision will be final. The Unit Owner must obtain all necessary approvals and permits from applicable governmental or quasi-governmental entities. The Association may require approval from engineers or other professionals as a prerequisite, the cost of which shall be the Unit Owner's expense. The entire expense must be borne by the Unit Owner, including any subsequent maintenance and restoration. No Unit Owner will do any work that would jeopardize the safety or soundness of the building or impair any easements. If approved by the Board, two (2) Units owned by the same Unit Owner that are horizontally adjacent may be connected by doorways through Common Element walls.

**7.6 Pest Control.** The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. A Unit Owner has the option to decline this service unless the Association determines that service is necessary for the protection of the balance of the Condominium, in which event, the Unit Owner thereof either must permit the Association's pest control company to enter the Unit or must employ a licensed pest control company to enter the owner's Unit on a regular basis to perform pest control services and must furnish written evidence thereof to the Association. The cost of pest control provided by the

Association is a Common Expense, so the election of a Unit Owner not to use the service will not reduce such Unit Owner's Assessments.

**7.7 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew.**

Mold occurs naturally in almost all indoor environments. Mold spores may also enter the Unit through open doorways, windows, or a variety of other sources. Each Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which is conducive to the growth of mold and/or mildew. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Unit including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the Unit or any part thereof.

(a) **What the Unit Owner Can Do.** The Unit Owner can take positive steps to reduce and/or eliminate the occurrence of mold growth in and around the Unit and thereby minimize the possibility of adverse effects that may be caused by mold. The following suggestions have been compiled from the recommendations of the U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association, and the National Association of Home Builders, among others, but are not meant to be all-inclusive:

(i) before bringing items into the Unit, check for signs of mold. Potted plants (roots and soil), furnishings, stored clothing and bedding material, as well as many other household goods, could contain mold that can spread to other areas of the Unit;

(ii) regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth;

(iii) keep the humidity in the Unit low. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, and/or by running air conditioning equipment to remove excess moisture in the air and to facilitate evaporation of water from wet surfaces;

(iv) raise the temperature in areas where moisture condenses on surfaces, and open doors between rooms to increase air circulation in the Unit;

(v) have major appliances (e.g., furnaces, heat pumps, central air conditioners, ventilation systems, and humidifiers) inspected, cleaned and serviced regularly by a qualified professional;

(vi) clean and dry refrigerator, air-conditioner, and dehumidifier drip pans and filters regularly and be certain that refrigerator and freezer doors seal properly;

(vii) inspect for condensation and leaks in and around the Unit on a regular basis. Look for discolorations or wet spots. Take notice of musty odors and any visible signs of mold;

(viii) fix leaky plumbing and leaks in the exterior and interior surfaces of the Unit and all other sources of moisture problems immediately;

(ix) promptly clean up spills, condensation and other sources of moisture. Thoroughly dry wet surfaces and materials. Promptly replace materials that cannot be thoroughly dried, such as drywall or insulation;

(x) do not let water pool or stand. If standing or excessive water is found, remove or seek professional help to remove it;

(xi) perform routine visual inspections. Respond promptly upon seeing signs of moisture or mold. Thoroughly clean the affected area with a mild solution of bleach after first testing to determine if the affected material or surface is color safe. After cleaning, dry the affected surfaces completely. Porous materials such as fabric, upholstery, or carpet should be discarded. Should the mold growth be severe, qualified trained professionals may be needed to assist in the remediation effort; and

(xii) regularly maintain the Unit. For example, regularly caulk the windows, faucets, drains, tubs, and showers.

(b) **Waiver and Release.** Unit Owner, by acceptance of a Deed, waives and releases Developer and Association, and their employees, agents, contractors (including management companies), subcontractors, successors, and assigns for any loss or damage resulting from the failure of Unit Owner or Association to follow the guidelines in Section 7.7(a) herein.

**7.8 DISCLAIMER AND RELEASE OF CLAIMS.** THE DEVELOPER AND/OR THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR THE PREVENTION OF MOLD AND/OR MILDEW OR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGES, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF INCOME, DIMINUTION OR LOSS OF VALUE OF THE UNIT, ECONOMIC DAMAGES, AND ADVERSE HEALTH EFFECTS RELATING TO, ARISING FROM, OR CAUSED BY MOLD AND/OR MILDEW ACCUMULATION REGARDLESS OF THE CAUSE OF THE MOLD/MILDEW. EACH UNIT OWNER (BY VIRTUE OF HIS OR HER ACCEPTANCE OF TITLE TO HIS OR HER UNIT), AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN ON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OR ACCEPTING AN INTEREST OR MAKING USE), SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES, AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER, OWNER, AND INTEREST HOLDER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL, OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

## **8. MEDIATION AND ARBITRATION**

All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be submitted to such alternative resolution procedures prior to institution of civil litigation proceedings.

## **9. COMMON ELEMENTS**

**9.1 Share.** The undivided share of ownership of the Common Elements and Common Surplus that is appurtenant to each Unit shall be based upon the total square footage of each Unit in uniform relationship to the total square footage of all the Units in the Condominium. The Units' undivided shares of ownership of the Common Elements and Common Surplus are set forth as percentages in **Exhibit G.**

**9.2 Use.** Each Unit Owner and the Association will be entitled to use the Common Elements in accordance with the purposes for which the Common Elements are intended; however, no such use may hinder or encroach upon the lawful rights of other Unit Owners.

**9.3 Material Alterations and Additions.** Except for changes made by a Unit Owner with Association approval as provided in Section 7 herein, or by the Board alone for the integrity of the Condominium Property, material alteration of or substantial additions to the Common Elements or to Association Property, including the purchase, acquisition, sale, conveyance, or mortgaging of such property, may be effectuated only by vote of seventy-five percent (75%) of the total Voting Interests at a meeting called for that purpose. The Board, without any vote of the Unit Owners, is authorized to lease or grant easements or licenses for the use of the Common Elements or Association Property to Unit Owners or other Persons if, in the judgment of the Board, the use will benefit the Members of the Association, even when the lease, easement, or license would result in a material alteration or substantial addition to the Common Elements or Association Property. The Association may charge for the use, except to the extent permitted by the 800 South Palafox Declaration. Nothing herein shall prohibit modifications and amendments authorized by the 800 South Palafox Declaration.

## **10. FISCAL MANAGEMENT**

The fiscal management of the Condominium, including budget, fiscal year, Charges, Assessments, and collection of Assessments, shall be as set forth herein and in the Bylaws.

## **11. ADMINISTRATION**

The administration of the Condominium shall be by the Board and its powers and duties shall be as set forth herein and in the Articles of Incorporation and the Bylaws.

## **12. INSURANCE**

To adequately protect the Association and its Members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

**12.1. By the Unit Owner.** Each Unit Owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage, and wind-driven rain, additions and alterations, and loss assessment protection or recognize that the Unit Owner bears financial responsibility for any damage to the Unit Owner's property, or liability to others, that would otherwise be covered by insurance. Every hazard insurance policy issued to an individual Unit Owner must provide that the coverage afforded by the policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual Unit Owner providing coverage must be without rights of subrogation against the Association and any policy issued without such a provision shall be deemed in violation of this covenant and such provision shall be null and void. All real or personal property located within the boundaries of the Unit Owner's Unit and Limited Common Elements that is excluded from the coverage to be provided by the Association as set forth in Section 12.2 herein, must be insured by the individual Unit Owner, including all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing that are located within the boundaries of a Unit and serve only one (1) Unit.

**12.2. Association Insurance: Duty and Authority to Obtain.** The Board shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements, and the Condominium Property required to be insured by the Association under FS 718.111(11) and obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Unit Owners without naming them, and their mortgagees, as their interests may appear. Adequate insurance coverage by the Association shall be for "replacement cost," as determined at least every thirty-six (36) months and may include reasonable deductibles as determined by the Board. The Association may self-insure against claims against the Association and the Association Property in compliance with FS 624.460-624.488 and FS 718.111(11)(a)(1). A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners at reasonable times.

(a) Every hazard insurance policy issued or renewed to protect the Condominium shall provide primary coverage for:

(i) All portions of the Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications;

(ii) All alterations or additions made to the Condominium Property or Association Property pursuant to FS 718.113(2);

(iii) Anything herein to the contrary notwithstanding, the terms "Condominium Property," "building," "improvements," "insurable improvements," "Common Elements," "Association Property," or any other term found in the Declaration that defines the

scope of property insurance that a condominium association must obtain, shall exclude all personal property within the Unit or Limited Common Elements, all floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing that are located within the boundaries of a Unit and serve only one (1) Unit. The foregoing is intended to establish the property ensuring responsibilities of the Association and those of the individual Unit Owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual Unit Owner.

(b) The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term “persons who control or disburse funds of the Association” includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

(c) The Association shall also use its best efforts to obtain and maintain the following insurance coverage:

(i) **Liability**. Premises and operations liability for bodily injury and property damage in the limits of protection and with coverage as is determined by the Board, with cross liability endorsement to cover liabilities of the Unit Owners as a group.

(ii) **Automobile**. Automobile liability for bodily injury and property damage for all non-owned motor vehicles, in the limits of protection and with coverage as may be determined by the Board.

(iii) **Workers’ Compensation**. Workers’ compensation insurance on at least a minimum premium basis.

(iv) **Directors, Officers, and Committee Members’ Liability (Errors and Omission)**. Errors and omissions of liability insurance in the limits of protection and with coverage as may be determined by the Board.

**12.3. Description of Coverage**. A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by Unit Owners or their authorized representatives on request.

**12.4. Waiver of Subrogation**. If available and when applicable, the Board shall endeavor to obtain insurance policies, which provide that the insurer waives its right to subrogation as to any claim against the Association, Unit Owners, or their respective servants, agents, or Guests, except for any claim based on gross negligence evidencing reckless, willful, or wanton disregard for life or property.

**12.5. Insurance Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners, and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive the proceeds as they are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the Unit Owners and their respective mortgagees in the following shares:

(a) **Common Elements.** Proceeds on account of damage to the Common Elements shall be held in as many individual shares as there are Units, the shares of each Unit Owner being the same as such Unit Owner's share in the Common Elements.

(b) **Units.** Proceeds on account of damage within the Units shall be held in undivided shares based on the prorated amount of damage within each damaged Unit as a percentage of the total damage within all Units.

(c) **Mortgage.** If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages that it may hold against a Unit or Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

**12.6. Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit Owners in the following manner:

(a) **Cost of Reconstruction or Repair.** If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs may, at the Association's discretion: (i) be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being paid jointly to them; or (ii) be held by the Association as a reserve or otherwise.

(b) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

**12.7. Association as Agent.** The Association is hereby irrevocably appointed as agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium Property.

**12.8. Deductibles.** The Board shall establish the amount of the deductibles under the insurance policies it obtains on behalf of the Association, and other features, as it deems desirable and in its business judgment in the best interests of the Association. The deductible shall be paid by the Association and the cost shall be a Common Expense.

### **13. RECONSTRUCTION OR REPAIR AFTER AN INSURABLE EVENT**

If any part of the Condominium Property is damaged by an insurable event, whether and how it shall be reconstructed or repaired shall be determined as follows:

**13.1. Damage to Units.** Where loss or damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers, and personnel for work done, materials supplied, or services required for reconstruction or repair. Payments shall be in such amounts and at such times as the Unit Owners may direct. The owners of damaged Units shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

#### **13.2. Damage to the Common Elements.**

(a) **Less than Very Substantial Damage.** Where loss or damage occurs to the Common Elements, but the loss is less than Very Substantial Damage, it shall be mandatory for the Association to repair, restore, or rebuild the damage caused by the loss, and the following procedures shall apply:

(i) **Estimates.** The Board shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair and shall negotiate and contract for the work.

(ii) **Insurance Insufficient.** If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the Common Elements, the Association shall promptly, on determination of the deficiency, levy a Special Assessment against all Unit Owners. Such Special Assessment need not be approved by the Unit Owners. The Special Assessment shall be added to the proceeds available for reconstruction and repair of the property.

(b) **Very Substantial Damage.** Should Very Substantial Damage occur, then:

(i) **Owners' Meeting.** A meeting of the Association shall be called by the Board to be held within a reasonable time after the casualty. A determination by the Board as to what is a reasonable time shall be conclusive. The purpose of the meeting shall be to determine the wishes of the membership with reference to reconstruction or termination of the Condominium, subject to the following:

(A) **Insurance Sufficient.** If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no Special Assessment is required, the Condominium Property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Units, in which case the Condominium shall be terminated pursuant to Section 19 herein.



**(B) Insurance Insufficient.** If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a Special Assessment will be required, then, unless a majority of the Voting Interests vote in favor of such Special Assessment and against termination of the Condominium, it shall be terminated pursuant to Section 19 herein. If a majority of the Voting Interests approve the Special Assessment, the Association, through its Board, shall levy such Special Assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The Assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the Condominium Property.

**(c) Disputes.** If any dispute shall arise as to whether Very Substantial Damage has occurred, a determination by the Board shall be binding on all Unit Owners.

**13.3. Application of Insurance Proceeds.** It shall be presumed that the first monies disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the Common Elements and Association Property and then to the Units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association. However, if Special Assessments were made pursuant to Section 13.2(b)(i)(B) herein, then all or a part of the remaining money may be, at the Association's discretion: (i) returned to the Unit Owners paying said Special Assessments pro rata, according to the amount each paid, up to the full amount each paid, and then to the Association; or may, (ii) be held by the Association as a reserve or otherwise.

**13.4. Equitable Relief.** In the event of Very Substantial Damage, and if the Condominium Property is not reconstructed or repaired within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition of the property. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is determined by the Board to be reasonable and the work proceeds without intentional and unwarranted delay to completion.

**13.5. Plans and Specifications.** Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board and by a majority of the Voting Interests.

#### **14. USE RESTRICTIONS**

Use and occupancy of the Units is restricted to use as a residence for one (1) Family and their Guests per Unit only. These use restrictions shall not be construed in a manner as to prohibit a Unit Owner from maintaining a personal professional library, keeping personal business or professional records or accounts, or handling personal, business, or professional telephone calls or correspondence or conducting ancillary business activities subject to the terms and conditions listed herein in and from owner's Unit. These uses are expressly declared customarily incident to the principal residential use.

**14.1. Parking; Vehicles.** Each Unit shall have a two (2) car private garage. Passenger automobiles, sport/utility vehicles, trucks, vans, boats, boat trailers, and motorcycles (used for personal transportation and not commercially) that do not exceed the size of two (2) parking spaces and fit within the Unit's two (2) car private garage may be parked in the Unit's garage. The garage shall only be used by Unit Owners and Occupants. Commercial vehicles including commercial trucks, campers, motor homes, trailers, boats, and boat trailers are prohibited. "Commercial vehicle" or "truck" as used in this paragraph means any vehicle or truck that displays any signage, tools or equipment that is of a commercial nature, or any vehicle or truck, with or without signage, tools or equipment that is primarily designed to be used for commercial purposes regardless of whether the vehicle is actually used for commercial purposes. Bicycles will be stored only in bike storage areas, or otherwise as may be designated by the Board. Vehicle maintenance, including car washing, is not permitted on the Condominium Property. All vehicles must be currently licensed, and no inoperable or unsightly vehicles may be kept on Condominium Property. The Developer is exempt from this regulation for vehicles engaged in any activity relating to construction, maintenance, or marketing of Units, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium.

EACH UNIT OWNER ACKNOWLEDGES AND AGREES THAT CERTAIN OF THE PARKING SPACES MAY BE LOCATED BELOW THE FEDERAL FLOOD PLANE AND, ACCORDINGLY, IN THE EVENT OF FLOODING, VEHICLES AND/OR PERSONAL PROPERTY STORED THEREIN ARE SUSCEPTIBLE TO WATER DAMAGE. ADDITIONALLY, INSURANCE RATES, BOTH FOR THE ASSOCIATION IN INSURING THE COMMON ELEMENT PARKING SPACES AND FOR UNIT OWNERS, MAY BE HIGHER THAN IF THE SUBJECT AREAS WERE ABOVE THE FEDERAL FLOOD PLANE. BY ACQUIRING TITLE TO, OR TAKING POSSESSION OF, A UNIT, EACH UNIT OWNER, FOR HIMSELF OR HERSELF, HIS OR HER FAMILY MEMBERS AND HIS OR HER LESSEES, GUESTS, AND INVITEES, HEREBY EXPRESSLY ASSUMES ALL RISKS TO VEHICLES AND/OR OTHER PERSONAL PROPERTY AND AGREES TO HOLD DEVELOPER AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM ANY FLOODING IN THE AREAS CONTAINING PARKING SPACES.

**14.2. Pets — Tenants and Guests.** The keeping of pets is a privilege, not a right. Any Unit Owner or other resident who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, indemnify and hold the Association and each Unit Owner free and harmless from any loss, claim, or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the Condominium. Pets shall only be allowed according to the following restrictions:

- (a) customary non-exotic, quiet, and inoffensive household pets (snakes are prohibited) not being kept or raised for commercial purposes will be permitted;
- (b) pets must be kept on a leash while within Common Elements;
- (c) messes made by pets must be removed by owners or handlers immediately.
- (d) the Board may designate any portions of Condominium Property that will

be used to accommodate the reasonable requirements of Unit Owners who keep pets;

(e) pets that are vicious, noisy, or otherwise unpleasant will not be permitted on Condominium Property. In the event that a pet has, in the sole and exclusive opinion of the Board, become a nuisance or an unreasonable disturbance, written notice will be given to the Unit Owner or other Person responsible for the pet, and the pet must be removed from Condominium Property within three (3) days; and

(f) the Board has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions to avoid undue hardship.

**14.3. Antennae and Satellite Dishes.** Satellite dishes, aerials, and antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Unit shall be permitted without any requirement for approval from the Board.

Satellite dishes, aerials, and antennas shall not be permitted on the Common Elements except to the extent required to be permitted by applicable law (including, but not limited to, the Federal Telecommunications act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size and location of and safety restrictions pertaining to the installation of satellite dishes, aerials and antennas and all lines and equipment related thereto which shall be permitted on the Common Elements.

Notwithstanding any provision to the contrary, the Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, antenna or aerial or any similar structure on the Common Elements, provided that such satellite dish, aerial, or antenna be solely utilized for the reception of television or radio signals to be utilized by the residents of the Condominium or for security purposes.

**14.4. Religious Objects.** Any Unit Owner has a right to a reasonable accommodation from the Association for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep pursuant to FS 718.113(6).

**14.5. Flags.** Any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

**14.6. Nuisances Prohibited.** No Person shall engage in any practice, exhibit any behavior, or permit any condition to exist that will constitute a nuisance or become a reasonable source of annoyance or disturbance to any Occupant.

**14.7. Emergency Powers.** The Association shall have all emergency powers as provided

in FS 718.1265 and said powers shall be exercised by the Board.

## **15. ASSESSMENTS**

**15.1. General Assessment.** The Board shall from time to time, and at least annually, prepare and adopt a budget for the Condominium, determine the amount payable by the Unit Owners to meet the Common Expenses, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the Bylaws. The Board shall then advise all Unit Owners promptly in writing of the amount of the General Assessment payable by each of them. The budget for Common Expenses shall include the reserves required by law or determined appropriate by the Board, the costs carrying out the powers and duties of the Association and any other expenses designated as common expenses by the Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any adopted budget for Common Expenses shall be subject to change by the Board and the amount of the General Assessment shall be changed in accordance with such revised budget for Common Expenses to cover actual expenses at any time.

**15.2. Special Assessments and Capital Improvement Assessments.** In addition to General Assessments, the Board may levy Special Assessments and Capital Improvement Assessments that shall be payable in lump sums or installments, in the discretion of the Board. The Board must obtain approval of a majority of the Unit Owners represented at a duly called and noticed meeting, held in accordance with the Bylaws and the Act. Such Special Assessments and Capital Improvement Assessments, in the aggregate in any year, shall not exceed \$15,000.00 or cause the total Assessments levied to exceed 115% of Assessments for the preceding calendar year. Notwithstanding any provision in this Declaration to the contrary, if, while the Association is controlled by the Developer, the Association has maintained all insurance coverage required by the Act, Common Expenses incurred during a guarantee period as a result of a natural disaster or an act of God occurring during the same guarantee period, which are not covered by the proceeds from such insurance, may be assessed against all Unit Owners owning Units on the date of such natural disaster or act of God, and their successors and assigns, including the Developer with respect to the Units owned by the Developer. In such an event, such Common Expenses shall be assessed pursuant to the provisions of Section 13.2(b)(i)(B) herein.

**15.3. Specific Assessments.** Specific Assessments are enforceable in the same manner as General Assessments.

**15.4. Three-Month Assessment Deposit.** At the closing of title to a Unit, a purchaser of a Unit shall be obligated to prepay an amount equal to three (3) months of General Assessments to the Association (the "Assessment Deposit"). The Assessment Deposit may be used by the Association unilaterally to pay unpaid, past due Assessments. Provided the subject Unit Owner is in good standing in payment of Assessments, the Assessment Deposit shall be refundable (to the extent the Assessment Deposit has not been used to satisfy any unpaid, past due Assessments) upon sale of a Unit and replacement of the Assessment Deposit by the new Unit Owner. If, at any time, the Assessment Deposit does not equal three (3) months of the then required amount of

General Assessments, the Assessment Deposit will be replenished so that the amount will equal three (3) times the current monthly General Assessment. The Unit Owner shall be required to fund the full amount of the Assessment Deposit contemporaneously with the closing of or other transfer of title to a Unit.

**15.5. Liability for Assessments.** A Unit Owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while such Person is the Owner of the Units. Additionally, a Unit Owner shall be jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right such Unit Owner may have to recover from the previous owner the amounts paid by such Unit Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

**15.6. Creation and Enforcement of Charges.** The Association shall have a cause of action against Unit Owners to secure payment to the Association by Unit Owners of all Charges, costs, and expenses to the Association that cannot be secured as Assessments, regular or special, under FS 718.116. The Charge shall be secured by a claim of lien in the same manner as unpaid Assessments, shall bear interest at the highest lawful rate, and shall carry with it costs and attorneys' fees, including appeals, incurred in collection.

**15.7. Default in Payment of Assessments.** Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the rate established from time to time by the Board from due date until paid (provided, however, that no such rate shall exceed the maximum allowed by law). In the event the Board has not established such rate, the interest rate shall be 18%. Each delinquent payment shall be subject to an administrative late fee in the amount not to exceed greater than \$25.00 or 5% of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Condominium Parcel, with interest thereon and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien shall be effective on the earliest date allowed by law, which shall be no later than as of the recording of the claim of lien. Such lien shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Unit Owner, the name and address of the Association, the amount(s) due and the due dates. The claim of lien shall not be released until all sums secured by such claim of lien (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon, the administrative late fee (if permitted under applicable law), and costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or authorized agent of the Association. Upon payment, the Person making the payment is entitled to a satisfaction of the lien in recordable form. The Association or its assignee may bring an action to foreclose for unpaid Assessments in the manner of a mortgage of real property is foreclosed in Florida, and may also bring an action at law to recover a money judgment for the unpaid Assessments and other amounts due without waiving any claim of lien. The Association is entitled to recover its costs and reasonable attorney's fees

incurred in either a lien foreclosure or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payments of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the balance of General Assessments installments due for the remainder of the fiscal year and payments of other known Assessments to be accelerated and shall thereupon be immediately due and payable, In the event that the amount of such accelerated installments or payments changes, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued as provided herein, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection as aforesaid and then to the delinquent and any accelerated Assessments. The foregoing application of funds received shall be applicable despite any restrictive endorsement designated or instruction placed on or accompanying a payment.

**15.8. Notice of Intention to Foreclose Lien.** Unless otherwise required by the Act or other applicable law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

**15.9. Appointment of Receiver to Collect Rental.** If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party which does not prevail in the foreclosure action.

**15.10. Institutional First Mortgagee.** In the event an Institutional First Mortgagee or other purchaser shall obtain title to a Unit by foreclosure, or by deed in lieu of foreclosure, such Institutional First Mortgagee or other purchaser, its successors and assigns, shall be liable for Assessments or other related expenses authorized under the Act secured by the claim of lien only to the extent provided by the Act. If, due to the applicable provisions of the Act, any unpaid share

of the Assessments or other related expenses authorized under the Act are not required to be paid, then such unpaid share or other related expenses authorized under the Act shall be deemed to be a Common Expense collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

**15.11. Certificate of Unpaid Assessments.** Within fifteen (15) days after the request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Unit Owner with respect to such Owner's Unit. Any Person other than the Unit Owner who relies upon such certificate shall be protected thereby.

**15.12. Installments.** General Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board. Initially, General Assessments will be collected monthly.

**15.13. Developer's Guarantee with Optional Activation.**

(a) No Unit Owner of a Unit may exempt himself or herself from liability for any Assessment levied against such Unit Owner and his or her Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other way.

(b) Provided, however, the Developer shall, at Developer's election, be excused from the payment of the Developer's share of the General Assessments with respect to each Unit owned by the Developer for a period subsequent to the recording of this Declaration and terminating not later than the first day of the fourth (4<sup>th</sup>) calendar month following the month in which the closing of the purchase and sale of the first Condominium Unit occurs, provided that the Developer guarantees, pursuant to FS 718.116(9)(a)(2) of the Act, that the General Assessments will not collectively increase over the following dollar amounts for the Units noted below and will pay any amounts of Common Expenses incurred during the guarantee period that are not produced by the General Assessments at the guaranteed level receivable from other Unit Owners for the applicable guarantee period.

Unit #	Percentage Ownership	Guarantee Amount
739	14.831%	\$2,020.73
749	13.926%	\$1,897.41
759	13.926%	\$1,897.41
769	14.724%	\$2,006.15
779	13.926%	\$1,897.41
789	13.926%	\$1,897.41
799	14.741%	\$2,008.46

(c) Commencing on the first day of the fifth (5<sup>th</sup>) calendar month following the month in which the closing of the purchase and sale of the first Condominium Unit occurs and continuing thereafter, Developer shall have the option to extend the guarantee of General Assessments for additional periods of one (1) month each. Notwithstanding any provision to the

contrary, the guarantee of General Assessments shall automatically terminate on the either of (i) the date of the meeting of Unit Owners at which transfer of control of the Association to Unit Owners other than Developer occurs, or (ii) the date on which Developer has conveyed all Units to a third-party Unit Owners, none of whom are the recipient of an assignment of some or all of Developer's rights hereunder. In exchange for this guarantee, Developer shall be excused from the payment of its pro-rata share of the General Assessment for all Units it owns.

**16. LEASE, CONVEYANCE, DISPOSITION.**

A Unit Owner, except for sales of the Developer, shall notify the Association of the lease, conveyance or other disposition of a Unit, and shall provide the Association a copy of the conveyancing instrument, and the name, address, and telephone number of the Occupant or new Unit Owner. Only monthly and annual rentals are allowed, with a minimum lease of six (6) months. Each Occupant must enter into and execute an Occupancy Agreement, in the form attached as **Exhibit I**, stating the terms of such occupancy. In addition, the following additional restrictions shall apply to any Unit that is rented:

(a) Prior to any rental, the Occupant's(s') Lease, name(s), age(s), and vehicle(s) must be registered with the Association;

(b) The primary Occupant must be at least twenty-five (25) years old;

(c) Any rental advertisement must not be in violation of this Declaration and the provisions of this Section 16;

(d) The rental of a single room within a Unit shall be prohibited. The Unit must be rented in its entirety;

(e) Only two (2) parking spaces per rented Unit may be used;

(f) Commercial general liability insurance coverage shall be required on all Units rented in the aggregate amount of One Million Dollars and No/100s (\$1,000,000.00); and

(g) Pursuant to the Act, all Leases shall be deemed to incorporate the Act, the Declaration, the 800 South Palafox Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations as implemented by the Board.

**17. COMPLIANCE AND DEFAULT**

Each Unit Owner, Tenant, and Occupant shall be governed by, and shall comply with, the provisions of the Act and the Condominium Documents.

**17.1. Remedies.** Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages, or injunctive relief, or both. Actions may be maintained by the Association or by any Unit Owner.



**17.2. Costs and Fees.** In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees and paralegal fees, including fees incurred in determining the amount.

**17.3. Unit Owner Inquiries.** When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either: (a) give a substantive response; (b) notify the inquirer that a legal opinion has been requested; or (c) notify the inquirer that advice has been requested from the Division. If advice has been requested from the Division, the Board shall provide a written substantive response to the inquirer within ten (10) days of receipt of the advice. If a legal opinion is requested, the Board shall provide a written substantive response to the inquirer within sixty (60) days of receipt of the inquiry. The failure to provide a substantive response as set forth herein precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceedings, or arbitration arising out of the complaint. If unresolved, a dispute, as defined in FS 718.1255(1), must be arbitrated in mandatory nonbinding arbitration proceedings prior to commencement of litigation. The Board may adopt reasonable Rules and Regulations governing the frequency and manner of responding to Unit Owner inquiries, including a limit of one (1) Unit Owner inquiry in any thirty (30) day period.

**17.4. No Waiver of Rights.** The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

## **18. AMENDMENTS**

Amendments to any of the Condominium Documents shall be in accordance with the following:

**18.1. Requirements.** An amendment may be proposed either by the Board or by thirty percent (30%) of the Voting Interests and may be considered at any meeting of the Unit Owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice-President of the Association that it has been enacted by the affirmative vote of the required percentage of the Voting Interests (which vote may include later written approval of voters not present) and the separate written joinder of mortgagees, where required, shall include the recording date (identifying the location of the Declaration as originally recorded) and shall become effective when recorded in the Public Records.

**18.2. Corrective Amendment.** Whenever it shall appear that there is a defect, error, or omission in any of the Condominium Documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board alone.

**18.3. Regular Amendments.** Amendments may be enacted by a favorable vote of the Unit Owners holding seventy-five percent (75%) of the total Voting Interests.

**18.4. Developer Amendments.** Until the occurrence of transfer of control of the Board of Directors, as outlined in FS 718.301, and except as otherwise provided in FS 718.110(2), the Developer specifically reserves the right, without the joinder of any Person, to make such amendments to the Declaration and its Exhibits, or to the plan of development, as may be required by any lender or governmental authority, or as may be, in Developer's judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its Exhibits, or any of the Condominium Documents.

**18.5. Mortgagee Approval.** Amendments having a material adverse effect on the rights or interests of mortgagees must have the approval of the holders of Institutional First Mortgages representing fifty-one percent (51%) of the votes of Units subject to such mortgagees who have requested the Association to notify them on any proposed action specified in this paragraph. Implied approval shall be assumed when such holder fails to respond to any written request for approval within thirty (30) days after the mortgage holder receives proper notice of the proposal, provided the notice was delivered certified or registered mail with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of Escambia County, Florida. Only the following changes shall be considered material:

- (a) any change in the proportion or percentage by which the Unit Owner shares in the Common Expenses and owns the Common Surplus;
- (b) re-allocation of interests or use rights in the Common Elements;
- (c) re-definition of any Unit boundaries;
- (d) convertibility of Units into Common Elements or vice versa; and/or
- (e) expansion or contraction of the Condominium.

**18.6. Developer's Rights.** No amendment to this Declaration or any of the Condominium Documents shall change the rights and privileges of the Developer without the Developer's written approval as long as the Developer holds any Units for sale in the ordinary course of business.

**18.7. Written Agreements.** Any approval of Unit Owners on any matter called for by this Declaration, its Exhibits, or any statute to be taken at a meeting of Unit Owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to FS 718.112(2)(d)4 and FS 617.0701.

## **19. TERMINATION OF CONDOMINIUM**

The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided elsewhere in this Declaration, or (b) such time as termination of the condominium form of ownership is authorized by a vote of Unit Owners pursuant to FS 718.117(3) (or, if FS 718.117 does not provide a threshold level, then by a vote of

not less than 80% of the Voting Interest in the Association). Upon such termination, all funds of the Association, including, but not limited to, reserves, insurance proceeds, and condemnation awards, shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to a Unit Owner until all mortgages and liens on such Unit Owner's Unit, in the order of their priority, have been satisfied out of such Unit Owner's share of such net proceeds. The termination of the Condominium shall be effective upon a certificate of the Association, executed by its President and Secretary, certifying the basis of the termination being recorded in the Public Records.

## **20. RIGHTS OF MORTGAGEES**

**20.1. Partial Excusal from Prior Assessments.** A first mortgagee who acquires title to a Unit by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than twelve (12) months of the Unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the Unit by the mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. This paragraph shall be deemed amended so as to remain in conformity with the provisions of FS 718.116 as it is amended from time to time.

**20.2. Rights to Information.** On receipt by the Association from any Institutional First Mortgagee of a copy of the mortgage held by such Institutional First Mortgagee on a Unit, together with a written request from such Institutional First Mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, insurer, or guarantor the following, for which the Association may charge a reasonable fee:

(a) **Financial Statements.** A copy of a financial statement of the Association for the immediately preceding fiscal year;

(b) **Insurance Cancellation.** Written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium Property or Association Property or any improvements thereon, or any fidelity bonds of the Association except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available;

(c) **Damage to Condominium.** Written notice of any damage or destruction to the improvements located on the Common Elements or Association Property that affects a material portion of the Common Elements or Association Property or the Unit securing its mortgage;

(d) **Eminent Domain.** Written notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium Property or the Unit securing its mortgage;

(e) **Delinquent Assessments.** Written notice of failure by the Unit Owner of a Unit encumbered by a first mortgage held by an Institutional First Mortgagee to pay any Assessments when such failure or delinquency has continued for a period of sixty (60) days or longer; and

(f) **Failure to Notify.** The failure of the Association to send any such notice to any such Institutional First Mortgagee shall have no effect on any meeting, action, or thing that was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

## 21. **COMMON EXPENSES AND COMMON SURPLUS**

Each Unit's share shall be that share of the whole set forth in Section 9.1 herein.

## 22. **CONDEMNATION**

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

22.2. **Determination Whether to Continue the Condominium.** Whether the Condominium will be continued after condemnation will be determined in the manner provided in Section 13 herein, for determining whether damaged property will be reconstructed and repaired after a casualty.

22.3. **Disbursement of Funds.** If the Condominium is terminated after condemnation, the proceeds of all awards and Special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Unit Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided herein. Proceeds of awards and Special Charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

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

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

(a) **Restoration of Unit.** The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the respective Unit Owner;

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

**22.6. Unit Made Untenantable.** If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(a) **Payment of Award.** The fair market value of the Unit immediately prior to the taking, as determined by agreement between the Unit Owner and the Association or by an appraisal in accordance with Section 22.6(d) herein, shall be paid to the Unit Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and the mortgagee(s);

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

(c) **Adjustment of Shares in Common Elements.** The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages calculated based on the total square footage of each Unit in uniform relationship to the total square footage of all of the Units as provided in Section 6.3 of this Declaration; and

(d) **Appraisal.** If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance on the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

**22.7. Taking of Common Elements.** Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the Unit Owner and mortgagee of the Unit.

**23. AMENDMENT OF DECLARATION.**

Changes in the Units, in the Common Elements, and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration as ordered by a court or approved by a majority of Voting Interests without the consent of any mortgagee being required for any such amendment.

**24. DEVELOPER'S UNITS AND PRIVILEGES**

The Developer, at the time of filing of this Declaration, is the owner of a fee simple interest in all of the real property, individual Units, and appurtenances comprising the Condominium. Therefore, the Developer, until all of the Units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease, or rent Units to any Person approved by the Developer. Said Developer shall have the right to transact upon the Condominium Property any business necessary to consummate the sale of Units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the Common Elements and show Units. Any sales office, signs, fixtures or furnishing, or other tangible personal property belonging to the Developer shall not be considered Common Elements and shall remain the property of the Developer.

As long as the Developer holds any Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(a) Capital Improvement Assessments against the Developer as a Unit Owner.

(b) Any action by the Association that would be detrimental to the sale of Units or the completion of the project by the Developer, including such use of unsold Units and Common Elements and Association Property as may facilitate completion, sale, maintenance of a sales office, showing of the property, and display of signs.

**25. FUTURE DEVELOPMENT RIGHTS.**

The Developer, for itself and its employees, contractors, successors and assigns, reserves easements over the Condominium Property as necessary to complete future development, if any, including construction access and utilities.

**26. DISCLAIMER OF LIABILITY OF ASSOCIATION.**

Notwithstanding anything contained herein or in any of the Association Documents, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety, or welfare of any owner, occupant, or user of any portion of the Condominium Property including, without limitation, residents and their Families, Guests, invitees, agents, servants, contractors, or subcontractors, or for any property, or any persons, without limiting the foregoing:

**26.1.** It is the express intent of the Association Documents that the various provisions

thereof, that are enforceable by the Association and that govern or regulate the uses of the Condominium Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof;

**26.2.** The Association is not empowered, and has not been created, to act as an entity that enforces or ensures compliance with the laws of the United States, the state of Florida, Escambia County, and any other jurisdiction, or the prevention of tortious activities;

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

**26.4.** Each Unit Owner and each other Person having an interest in or lien on any portion of the Condominium Property shall be bound by these disclaimers and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association, arising from or in connection with, any matter for which the liability of the Association has been disclaimed herein; and

**26.5.** As used in this Section 26, "Association" shall include with its meaning all of the Association's directors, officers, committee members, employees, agents, contractors (including management companies and attorneys), subcontractors, successors, and assigns.

**27. SINGULAR, PLURAL, GENDER**

Whenever the context permits, use of the plural includes the singular, use of the singular includes the plural, and use of any gender includes all genders.

**28. SEVERABILITY AND NON-WAIVER**

If any provision of this Declaration or its Exhibits as now constituted or as later amended or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby. The failure of the Association in any instance to enforce any covenant or provision of this Declaration or any of the Condominium Documents shall not constitute a waiver of its right to do so thereafter in other instances.

**29. NOTICE; DISCLAIMER OF RIPARIAN RIGHTS**

Notwithstanding anything contained herein or in any of the Association Documents, each Unit Owner, by acceptance of a deed, hereby acknowledges the Condominium Property does not include riparian rights, the Developer and/or its employees, contractors, successors or assigns have the right to construct a pier and boat slips on the adjacent submerged property lying west of the

Condominium Property and the Unit Owners shall have no right of access to or use of the Pier and Boat Slips. To the greatest extent allowed by law, the Unit Owners disclaim their riparian rights in favor of the owner of the submerged land whether that be the Developer or its successors or assigns.

*(end of text – signature page to follow)*



IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 11<sup>th</sup> day of April, 2023.

Witnesses:

ADMIRALS ROW, LLC, a Florida limited liability company

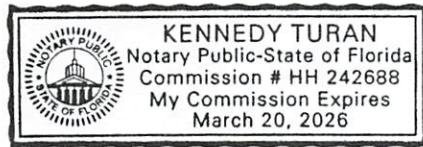
Carol Miller  
Print Name: Carol Miller

Thomas M. Bizzell  
By: Thomas M. Bizzell  
Its: Manager

Dianne E. Violez  
Print Name: Dianne E. Violez

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization on this 11<sup>th</sup> day of April, 2023, by Thomas M. Bizzell as Manager of Admirals Row, LLC, a Florida limited liability company, who  is personally known to me or  has produced \_\_\_\_\_, as identification.



Kennedy Turan  
SIGNATURE OF NOTARY  
Kennedy Turan  
NAME LEGIBLY PRINTED,  
TYPEWRITTEN OR STAMPED

(SEAL)

My Commission Expires: 3/20/26

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 5<sup>th</sup> day of April, 2023.

Witnesses:

ADMIRALS ROW, LLC, a Florida limited liability company

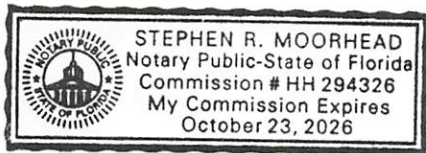
[Signature]  
Print Name: Stephen R. Moorhead

[Signature]  
By: Robert A. Fabbro  
Its: Manager

[Signature]  
Print Name: Kennedy Turan

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization on this 5<sup>th</sup> day of April, 2023, by Robert A. Fabbro as Manager of Admirals Row, LLC, a Florida limited liability company, who  is personally known to me or  has produced \_\_\_\_\_, as identification.



[Signature]  
SIGNATURE OF NOTARY

NAME LEGIBLY PRINTED,  
TYPEWRITTEN OR STAMPED

(SEAL)

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### Legal Description of the Condominium Property

A PORTION OF LOTS 11, 12, 13, 14, 15, 16, 17, 18, AND 19, BLOCK 44, AND ALSO A PORTION OF THE VACATED SOUTH HALF OF PINE STREET ADJOINING THE AFORESAID LOT 11, BLOCK 44, WATERFRONT GRANT AS PER THE MAP OF THE CITY OF PENSACOLA, FLORIDA COPYRIGHTED BY THOMAS C. WATSON IN 1906. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 11, BLOCK 44, WATERFRONT GRANT AS PER THE MAP OF THE CITY OF PENSACOLA, FLORIDA COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED SOUTH 09°33'36" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF PALAFOX STREET (R/W VARIES) FOR A DISTANCE OF 219.91 FEET; THENCE DEPARTING SAID WEST R/W LINE PROCEED SOUTH 80°26'24" WEST FOR A DISTANCE OF 73.66 FEET; THENCE PROCEED NORTH 10°07'19" WEST FOR A DISTANCE OF 78.13 FEET TO THE MEAN HIGH WATER LINE OF THE MARINA AREA; THENCE PROCEED NORTH 37°16'01" EAST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 10.65 FEET; THENCE PROCEED NORTH 10°07'19" WEST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 119.27 FEET; THENCE PROCEED NORTH 52°30'26" WEST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 22.78 FEET; THENCE PROCEED NORTH 09°35'52" WEST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 26.06 FEET; THENCE PROCEED NORTH 86°20'50" WEST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 4.19 FEET; THENCE PROCEED NORTH 09°57'28" WEST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 0.94 FEET TO THE CENTERLINE OF PINE STREET (60' VACATED R/W); THENCE DEPARTING SAID MEAN HIGH WATER LINE, PROCEED NORTH 80°02'32" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 87.45 FEET TO THE AFORESAID WEST R/W LINE OF PALAFOX STREET; THENCE PROCEED SOUTH 09°33'36" EAST ALONG SAID R/W LINE FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 17,941 SQUARE FEET (0.41 ACRES), MORE OR LESS.

## **EXHIBIT B**

Articles of Incorporation of Admirals Row North Condominium Association, Inc.

### **ARTICLES OF INCORPORATION OF ADMIRALS ROW NORTH CONDOMINIUM ASSOCIATION, INC.**

#### **ARTICLE I. NAME AND PRINCIPAL PLACE OF BUSINESS**

The name of this corporation is ADMIRALS ROW NORTH CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), and its principal place of business initially will be 3250 West Navy Blvd., Pensacola, FL 32505.

#### **ARTICLE II. PURPOSE**

This corporation is organized as a Florida not for profit corporation under FS Chapter 617, for the purpose of providing an entity pursuant to FS 718.111, for the operation of Admirals Row North, a Condominium, located in the City of Pensacola, Escambia County, Florida and to perform the duties of the Association as defined in the Declaration of Condominium for Admirals Row North, a Condominium (the "Declaration"). Further, the Association shall operate and maintain any stormwater management system and any stormwater discharge facility exempted or permitted by the applicable state or local agencies on the Condominium Property and shall have all powers necessary to establish rules and regulations, assess members, and contract for services for the maintenance and operation thereof. In addition, the Association shall maintain any other similar improvements or environmental requirements on the Condominium Property as may be directed by the State of Florida, Escambia County, City of Pensacola, or other governmental authority from time to time.

#### **ARTICLE III. DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration unless herein provided to the contrary or unless the context otherwise requires.

#### **ARTICLE IV. 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. 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 the City of Pensacola, Escambia County or any municipal service taxing unit, an active water control district, a drainage district created by special act, a community development district created under FS Chapter 190, a special assessment district created under FS Chapter 170, 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 V. INCORPORATOR

The name and address of the Incorporator is Stephen R. Moorhead, 127 Palafox Place, Suite 200, Pensacola, Florida 32502.

#### ARTICLE VI. DIRECTORS

1. The affairs of the Association will be managed by a Board consisting of the number of directors (individually, each is a "Director;" collectively, they are the "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 shall be filled in the manner provided in the Bylaws.

3. Pursuant to FS 718.301(1), if Unit Owners other than the Developer own 15 percent or more of the Units, the Unit Owners other than the Developer are entitled to elect at least one-third of the Directors. Unit Owners other than the Developer are entitled to elect at least a majority of the Directors, upon the first to occur of any of the following events: (i) three years after 50 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; (ii) three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (iii) 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; (iv) 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; (v) when the Developer files a petition seeking protection in bankruptcy; (vi) when a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the Association or its members; or (vii) seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to FS 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the Condominium which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such unit, whichever occurs first. The Developer is entitled to elect at least one member of the Board as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units. After 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 of the Directors. Within 75 days after the Unit Owners other than the Developer are entitled to elect the Directors, the Association shall call, and give not less than 60 days' notice of an election for the Directors. The election shall proceed as provided in FS 718.112(2)(d). The notice may be given by any Unit Owner if the Association fails to do so. Upon election of the first Unit Owner other

than the Developer to the Board, the Developer shall forward to the division the name and mailing address of the unit owner board member.

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

Director 1: Thomas M. Bizzell  
3250 W. Navy Blvd.  
Pensacola, FL 32505

Director 2: Robert A. Fabbro  
3881 N. Palafox St.  
Pensacola, FL 32505

Director 3: Ray Russenberger  
895 S. Palafox St.  
Pensacola, FL 32502

#### ARTICLE VII. OFFICERS

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

President: Thomas M. Bizzell  
3250 W. Navy Blvd.  
Pensacola, FL 32505

Vice President Robert A. Fabbro  
3881 N. Palafox St.  
Pensacola, FL 32505

Secretary Robert A. Fabbro  
3881 N. Palafox St.  
Pensacola, FL 32505

Treasurer Robert A. Fabbro  
3881 N. Palafox St.  
Pensacola, FL 32505

ARTICLE VIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or officer may be made a party by reason of being or having been a Director or officer of the Association, including reasonable attorney fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of recklessness or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or officers may be entitled.

ARTICLE IX. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its Directors or officers or Developer, or between the Association and any other corporation, partnership, the Association, or other organization in which one (1) or more of its officers or Directors are officers, Directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said officers' or Directors' votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that such Director or officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorizes the contract or transaction.

ARTICLE X. BYLAWS

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

ARTICLE XI. AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted 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 considered.
2. A resolution approving a proposed amendment may be proposed by either the Board or by the members of the Association. Directors and members of the Association not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting.

3. Approval of an amendment must be by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

4. No amendments shall make any changes in the qualifications for membership nor the voting rights of members of the Association.

5. A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Escambia County, Florida.

ARTICLE XII. REGISTERED AGENT

The Association has named Stephen R. Moorhead, whose address is 127 Palafox Place, Suite 200, Pensacola, FL 32502, as registered agent to accept service of process within the State of Florida.

IN WITNESS WHEREOF, the subscriber has hereunto affixed his signature this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(no signature required on exhibit)  
Stephen R. Moorhead

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Stephen R. Moorhead, who  is personally known to me or  has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
SIGNATURE OF NOTARY

\_\_\_\_\_  
NAME LEGIBLY PRINTED,  
TYPEWRITTEN OR STAMPED

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:\_\_\_\_\_

(SEAL)





## EXHIBIT C

Bylaws of Admirals Row North Condominium Association, Inc.

### **BYLAWS OF ADMIRALS ROW NORTH CONDOMINIUM ASSOCIATION, INC.**

#### ARTICLE I – IDENTITY

These are the Bylaws of Admirals Row North Condominium Association, Inc., a Florida not for profit corporation (the “Association”), organized for the purpose of administering that certain condominium in Escambia County, Florida known as Admirals Row North, a Condominium (the “Condominium”).

Section 1. Principal Office. The principal office of the Association shall be at 3250 West Navy Blvd., Pensacola, FL 32505 or at another place as may be subsequently designated by the Association’s Board of Directors (the “Board”). All books and records of the Association shall be kept in Escambia County, Florida, as may be permitted by the Florida Condominium Act (the “Act”) from time to time.

Section 2. Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board.

Section 3. Seal. The seal of the Association shall bear the name of the corporation, the word “Florida,” the words “Not for Profit Corporation,” and the year of incorporation.

#### ARTICLE II – DEFINITIONS

The terms used in these Bylaws shall have the same definitions and meanings as those set forth in that certain Declaration of Condominium for Admirals Row North, a Condominium, recorded in the public records of Escambia County, Florida (the “Declaration”), and in the Articles of Incorporation of Admirals Row North Condominium Association, Inc., unless herein provided to the contrary, or unless the context otherwise requires.

#### ARTICLE III – MEMBERS

Section 1. Annual Meeting. An annual meeting of the Members shall be held at such place (within 45 miles of the Condominium Property) as the Board or Members may from time to time select, provided that, to the extent possible, there shall be an annual meeting every calendar year, no later than 13 months after the last preceding annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent in advance thereof.

Section 2. Special Meetings. Special meetings of the Members shall be held whenever called by the president and vice president or by a majority of the Board and must be

called by such officers upon receipt of a written request from Members entitled to cast a majority of the votes of the entire membership. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by the Members for purposes of recalling a Director as set forth in FS 718.112(2)(1), and such special meeting of the Members as set forth in Article IV of these Bylaws.

**Section 3. Notice of Meetings.** Notice of all meetings of the Members stating the time and place and an identification of agenda items, shall be given by the 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 specific meetings may be waived before or after meetings, and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting except when his or her (or the authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called. 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. Notice of any meeting where assessments against Units are to be considered for any reason shall specifically contain the statement that the assessments will be considered and the nature of such assessments.

**Section 4. Quorum.** Except as provided in Article IV, Section 2.c., 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.

**Section 5. Voting.**

a. **Number of Votes.** Each Unit Owner of the Condominium shall have a vote in all matters equal to the percentage interest of such Unit Owner(s) in proportion to all other Unit Owners as conclusively set forth in the Declaration.

b. **Majority.** 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 may 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 business organization, then the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the president, manager, general partner, or similar executive with authority to bind the organization. A certificate delivered by or on behalf of a business organization shall be presumed valid, and the Association shall have neither obligation to investigate the authenticity or validity of such certificate, nor liability for relying upon such certificate. All 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.

**Section 6. 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 and any lawful adjourned meeting thereof. 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 Member 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.

**Section 7. Adjourned Meeting.** 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 from time to time until a quorum is present.

**Section 8. Order of Business.** The order of business at annual meetings and as far as practical at other Members' meetings shall be:

- (1) Collection of election ballots not yet cast.
- (2) Election of chairman of the meeting.
- (3) Calling of the roll and certifying of proxies.
- (4) Proof of notice of meeting or waiver of notice.
- (5) Reading and disposal of any unapproved minutes.
- (6) Reports of officers.
- (7) Reports of committees.
- (8) Election of directors.
- (9) Unfinished business.
- (10) New business.
- (11) Adjournment.

**Section 9. Minutes of Meeting.** The minutes of all meetings of Members shall be kept in a book available for inspection by Member or their authorized representatives and Board at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Pursuant to FS 718.111(12)(b), the records of the Association shall be made available to a Member within 45 miles of the Condominium Property or within the county in which the Condominium Property is located within 10 working days after receipt of a written request by the Board or its designee. Upon request of a Member, the Association will make available the minutes of all meetings of the Unit Owners available to such Member either electronically via the internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request.

#### **ARTICLE IV – DIRECTORS**

**Section 1. Membership.** The affairs of the Association shall be managed by a Board of not less than three directors, the exact number to be determined by the Board from time to time. The Board shall be divided into three classes (Class A, Class B, and Class C), as nearly equal in number as permitted by the then total number of directors constituting the whole Board, with the term of office of one class expiring each year. Within the requirements of law, the terms and number of directors in each class shall be fixed, from time to time, by the Board. The term of

office, until otherwise fixed, for all directors elected at each annual meeting shall be three years from the date of their election. At each annual meeting, elections shall be held to elect directors to replace those whose terms have expired. All directors shall continue in office after the expiration of their terms until their successors are elected or appointed and have qualified, except in the event of earlier resignation, removal, or disqualification. A person who is more than 90 days delinquent in the payment of any monetary obligations due to the Association is not eligible to be a candidate for the Board and may not be listed on the ballot. In addition, any person who has been convicted of any felony in the State of Florida or in a United States District or Territorial court, or who has been convicted of any offense in another jurisdiction which would be considered a felony if committed in the State of Florida, is not eligible for membership on the Board unless such felon's civil rights have been restored for at least five (5) years as of the date such person seeks election to the Board.

Section 2. Election. Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual Members' meeting; provided, however, that the first election of directors shall not be held until the Developer elects to terminate its control of the Association, or until required by Florida law, whichever occurs first. The directors named in the Articles of Incorporation shall serve until the first election of directors, and vacancies shall be filled by the remaining director(s), and if there are no remaining directors, vacancies shall be filled by the Developer.

b. The election shall be by written ballot or voting machine. 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 Member entitled to vote, a first notice of the date of the election. Any Member may nominate himself or may nominate another Member, if he has permission in writing to nominate the other person. Any Member desiring to be a candidate for the Board shall give written notice to the secretary of the Association not less than 40 days before a scheduled election. Not less than 30 days before the election meeting, the Association shall then mail or deliver a second notice of the meeting to all Members entitled to vote therein, together with a ballot that shall list all candidates. So long as the Developer is entitled to elect one or more directors, non-owners may serve as directors. After the Developer is no longer entitled to elect one member of the Board, all directors must be Members.

c. 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 twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election.

Section 3. Vacancies and Removal. Except as to vacancies provided by removal of Directors by Members, vacancies in the Board occurring between annual meetings of Members shall be filled by the remaining Directors. Any Director may be removed by concurrence of a

majority of all the Voting Interests. A special meeting of the Members may be called for the purpose of removing one or more Directors in accordance with FS 718.112(2)(1). The vacancy in the Board so created shall be filled by the Members of the Association at the same meetings. Nothing stated in this section shall modify Article VI, Section 3 of the Association's Articles of Incorporation, which shall not be affected by vacancies on the Board or the removal of Directors.

Section 4. Term. The term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Section 5. Meetings.

a. 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 directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

b. 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 telegraph, at least forty-eight (48) hours prior to the day named for the meeting.

c. Pursuant to FS 718.112(2), if twenty percent (20%) of the Voting Interests petition the Board to take up an item of business, the Board, within sixty (60) days after receipt of the petition, shall place the item on the agenda at its next regular board meeting or at a special meeting called for that purpose. Special meetings of the Board 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 telegraph (except in the case of an emergency), which notice shall state the time, place and purpose of the meeting.

Section 6. Notice of Meetings. All meetings are open to all Members. Except in emergencies, notice shall be conspicuously posted at least forty-eight (48) continuous hours prior to the meetings. Any meeting regarding assessments against Members shall specifically state said fact on the notice and must be mailed or delivered to the Members and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting.

Section 7. 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.

Section 8. 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.

Section 9. Adjourned Meetings. If at any meeting of the Board 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.

Section 10. 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.

Section 11. Presiding Officer. The presiding officer of a directors' meeting 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 the Directors to preside.

Section 12. Order of Business. 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.

Section 13. Powers and Duties of the Board. All of the powers and duties of the Association existing under the 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.

Section 14. Certification. Within ninety (90) days after being elected or appointed to the Board, each Director shall submit written certification to the Association's Secretary that (i) he or she has read the governing documents of the Association, including, but not limited to, all current rules and policies; (ii) that he or she will work to uphold such documents, rules and policies to the best of his or her ability; and (iii) that he or she will faithfully discharge his or her fiduciary responsibility to the Association and the Members. In lieu of written certification, each Director may complete the curriculum administered by an education provider approved by the Florida Department of Business and Professional Regulation within one (1) year before or ninety (90) days after the date of election or appointment. This certification is valid for the uninterrupted tenure of the Director on the Board, and any Director that does not comply with the requirement shall be suspended from the Board until this requirement is met, with it being the option of the Board to temporarily fill the vacancy of the Director during the period of suspension.

## ARTICLE V – OFFICERS

Section 1. Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and Secretary (none of whom need be directors or

Members), all of whom shall be elected annually by the Board 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 also be the Secretary. The Board 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. 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 a condominium 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. 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 directors.

c. 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, and shall perform all other duties incident to the office of secretary of a condominium association and as may be required by the director or the President.

d. 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; and he shall perform all other duties incident to the office of treasurer of a condominium association.

#### ARTICLE VI – FISCAL MANAGEMENT

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

Section 1. Receipts and Expenditures. The receipts 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:

a. Current Expense. 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 expenses for the succeeding year.



b. Reserve for Capital Expenditures and Deferred Maintenance. Funds for maintenance items that occur less frequently than annually, including but not limited to roof replacement, building painting, and resurfacing of paved areas.

c. Reserve for Replacement. Funds for repair or replacement required because of damage, depreciation or obsolescence.

d. Property Improvements. Funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements.

e. Operations. The gross revenues from the use of the Common Elements. 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.

Section 2. Budget. The Board 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 1 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.

Section 3. Books and Records.

a. The Association may print and distribute to each Member a directory containing the name, Unit number and telephone number of each Member. However, a Member may exclude his or her telephone number from the directory by so requesting in writing to the Association.

b. The official records required by FS 718.111(12)(b) to be permanently maintained will be permanently maintained from the inception of the Association. All other official records will be maintained within the State of Florida for at least 7 years, unless otherwise provided by general law. Pursuant to FS 718.111(12)(b), the records of the Association shall be made available to a Member within 45 miles of the Condominium Property or within the county in which the Condominium Property is located within 10 working days after receipt of a written request by the Board or its designee. Upon request of a Member, the Association will make available the official records required by FS 718.111(12)(a) available to such Member either electronically via the internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association shall allow a Member or his/her authorized representative to use a portable device, such as a smartphone, tablet, portable scanner, or other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing a copy of such records. The Association may not charge a Member or his/her authorized representative for the use of such portable device.

Section 4. General Assessments. General Assessments against the Members for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 1 preceding the year for which the assessments are made. Such assessments shall be due in monthly installments on the first day of each month or as the Board may otherwise elect. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board.

Section 5. Acceleration of Assessment Installments Upon Default. If a Unit Owner is 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.

Section 6. Assessments for Emergencies. Assessment for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the Unit Owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the Association the 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.

Section 7. Deposit of Association Funds. 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 directors.

Section 8. Parliamentary Rules. 'Roberts' Rules of Order' (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, Articles of Incorporation and these Bylaws.

## ARTICLE VII – AMENDMENTS

Section 1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Bylaws shall affect the rights of Developer, unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Bylaws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the public records.

Section 2. Amendments Prior to the Turnover Date. Prior to the "Turnover Date", which date is defined as that date at which time control of the Board of Directors is relinquished to Member other than Developer in accordance with FS 718.301, Developer shall have the right to amend these Bylaws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. The Developer's right to amend under this provision is to be construed as broadly as possible. In the event that the Association desires to amend these Bylaws prior to the Turnover Date, the Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted

by the Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the public records.

Section 3. Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Bylaws may be amended with the approval of two-thirds (2/3) of the Members. Notwithstanding the foregoing, these Bylaws may be amended after the Turnover Date by two-thirds (2/3) of the Board acting alone to change the number of Directors on the Board. Such change shall not require the approval of the Members. Any change in the number of Directors shall not take effect until the next Annual Members Meeting. In addition, notwithstanding any other provision in the Declaration, the Articles or the Bylaws to the contrary, the Board shall have the power to unilaterally amend these Bylaws to bring any provisions herein into compliance with any governmental or quasi-governmental statute, rule, regulation or requirement, or judicial ruling. To the extent legally required, each Member shall be deemed to have granted to the Association an irrevocable power of attorney, coupled with an interest, for this purpose.

#### ARTICLE VIII – ARBITRATION

As required by Florida law, the Association shall participate in mandatory nonbinding arbitration as provided for in FS 718.1255.

[end of text; signature page to follow]

The foregoing were adopted as the Bylaws of Admirals Row North Condominium Association, Inc., a not for profit corporation under the laws of the State of Florida at the first meeting of the Board of Directors on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed, sealed and delivered in our presence as witnesses:

ADMIRALS ROW NORTH CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
(no signature required on exhibit)  
By: Thomas M. Bizzell, its President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

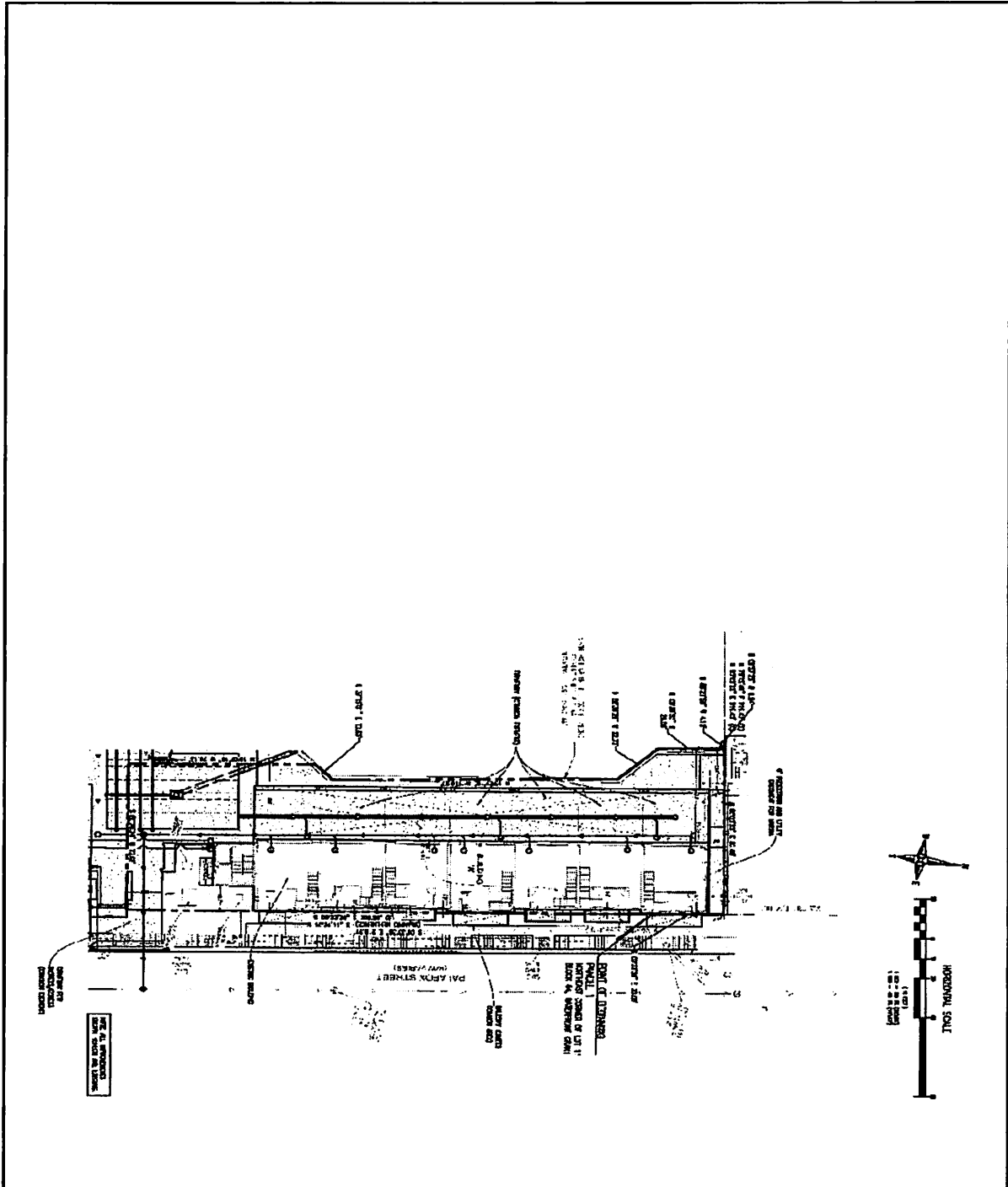
THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Thomas M. Bizzell, as president of Admirals Row North Condominium Association, Inc., a Florida not for profit corporation.


\_\_\_\_\_  
NOTARY PUBLIC

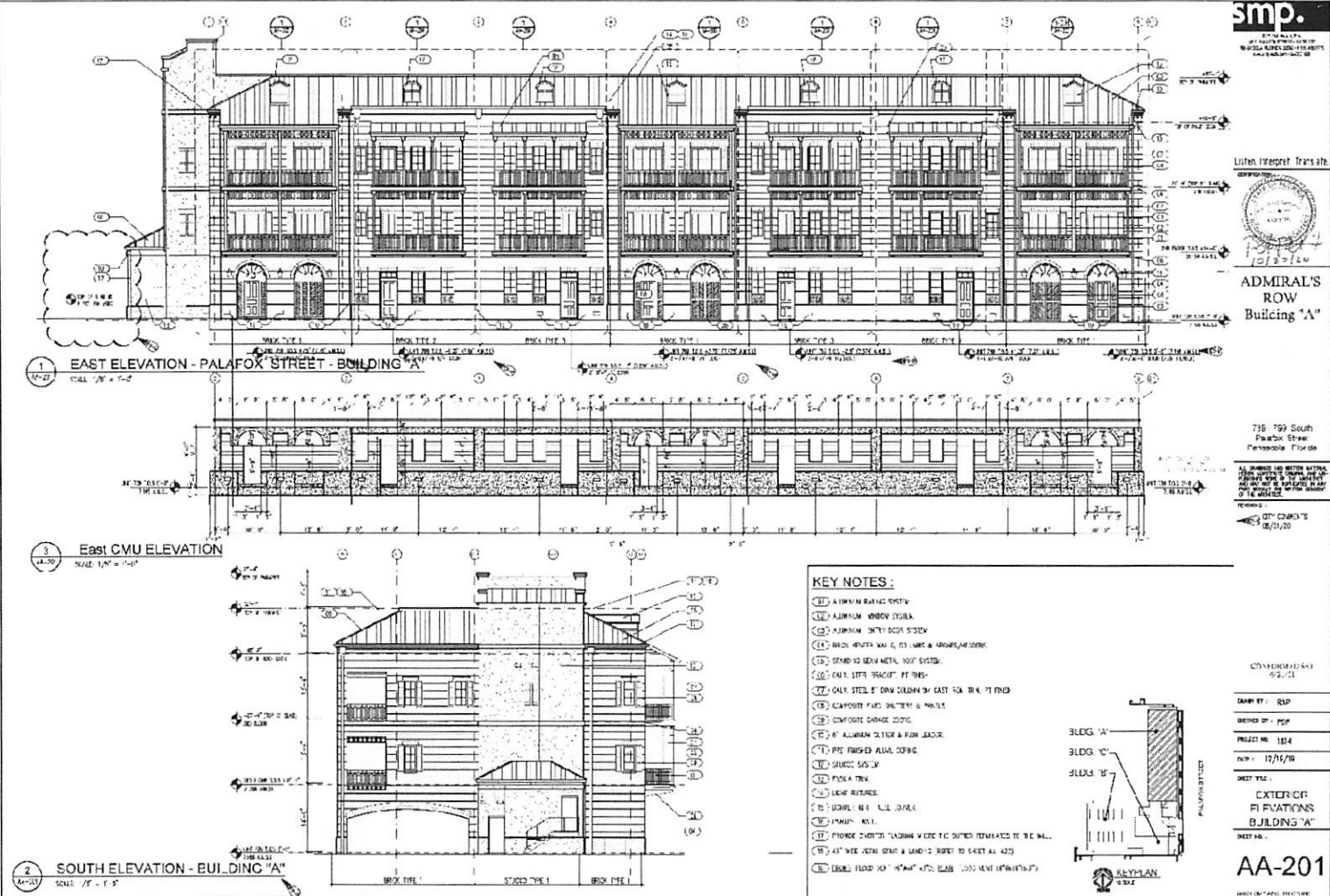
\_\_\_ Personally Known  
OR  
\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

# EXHIBIT D

## Plot Plan



<p>PP-1</p> <p>DATE: 07/14/2011</p> <p>BY: [Signature]</p> <p>SCALE: AS SHOWN</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	REVISION				<p><b>ADMIRALS ROW</b></p> <p>800 BLK SOUTH PALAFOX STREET</p> <p>PENSACOLA, FLORIDA</p>	<p><b>ADMIRALS ROW NORTH</b></p> <p>A CONDOMINIUM PLOT PLAN</p>	 <p><b>REBOL-BATTLE &amp; ASSOCIATES</b></p> <p>Civil Engineers and Surveyors</p> <p>1300 W. BAYVIEW BLVD. SUITE 200</p> <p>MIAMI, FLORIDA 33134</p> <p>TEL: 305.358.1234</p> <p>FAX: 305.358.1235</p> <p>WWW.REBOLBATTLE.COM</p>
NO.	DATE	REVISION								



**smp.**  
 SOUTHERN MARINE PRODUCTS  
 4000 W. PALM BEACH BLVD. SUITE 100  
 PALM BEACH, FL 33480

Listen Interpret Transcribe



**ADMIRAL'S  
 ROW  
 Building 'A'**

715-799 South  
 Palm Beach Street  
 Pensacola Florida

ALL DIMENSIONS AND MATERIALS  
 UNLESS OTHERWISE SPECIFIED  
 SHALL BE IN ACCORDANCE WITH  
 THE 2015 INTERNATIONAL BUILDING  
 CODE (IBC) AND THE 2015  
 INTERNATIONAL RESIDENTIAL CODE  
 (IRC)

DESIGNED BY  
 SMP  
 08/21/20

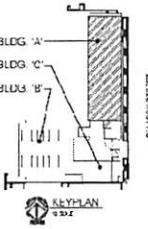
**1 EAST ELEVATION - PALAFOX STREET - BUILDING 'A'**  
 SCALE: 1/8" = 1'-0"

**3 East CMU ELEVATION**  
 SCALE: 1/8" = 1'-0"

**2 SOUTH ELEVATION - BUILDING 'A'**  
 SCALE: 1/8" = 1'-0"

**KEY NOTES:**

- (1) ALUMINUM BUILDING SYSTEM
- (2) ALUMINUM WINDOW SYSTEM
- (3) ALUMINUM DOOR SYSTEM
- (4) BRICK VENTILATION WALL WITH INSULATION AND WEATHER STRIPPING
- (5) STAINLESS STEEL METAL ROOF SYSTEM
- (6) CAST STEEL TRUSS ROOF SYSTEM
- (7) CAST STEEL 8" DOWN COLUMN ON CAST CONCRETE FOUNDATION
- (8) COMPOSITE FLOOR SYSTEM & PARTS
- (9) COMPOSITE CONCRETE JOIST
- (10) ALUMINUM CLUSTER FLOOR JOIST
- (11) PRE-FINISHED ALUM. CEILING
- (12) SUSPENDED CEILING
- (13) FLOOR FINISH
- (14) LEAD PAINTS
- (15) CONCRETE ON ALL WALLS
- (16) PROVIDE 2" MIN. GAP BETWEEN VERTICAL SURFACES TERMINATED BY THE WALL
- (17) ALL VERTICAL SURFACES & HANDS TO BE SET AS SHOWN
- (18) BRICK FLOOR FINISH WITH 1/2" SLAB ON GROUND

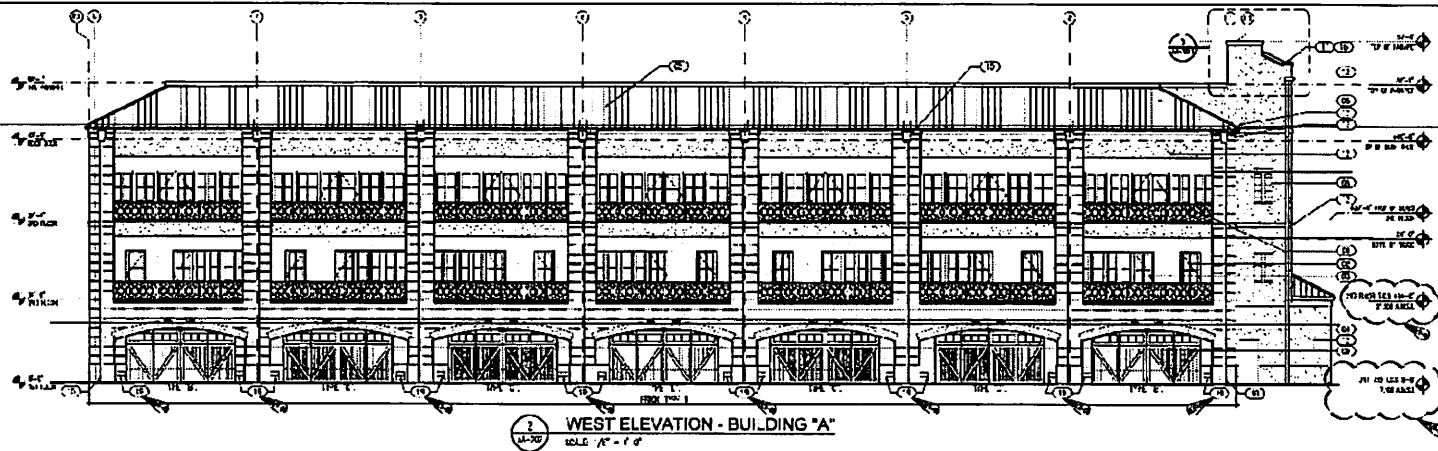


CONFIRMED BY  
 SMP

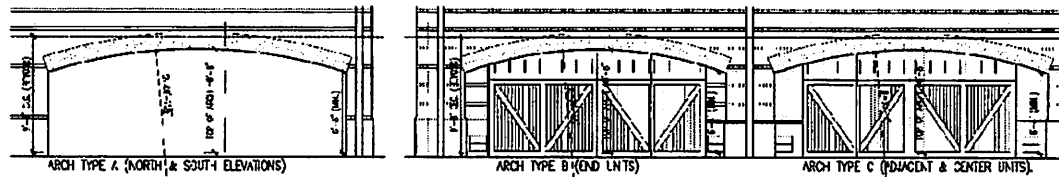
DESIGNED BY: SMP  
 CHECKED BY: PGP  
 PROJECT NO: 1814  
 DATE: 11/14/19  
 SHEET TITLE:  
**EXTERIOR FINISHES  
 BUILDING 'A'**

**AA-201**

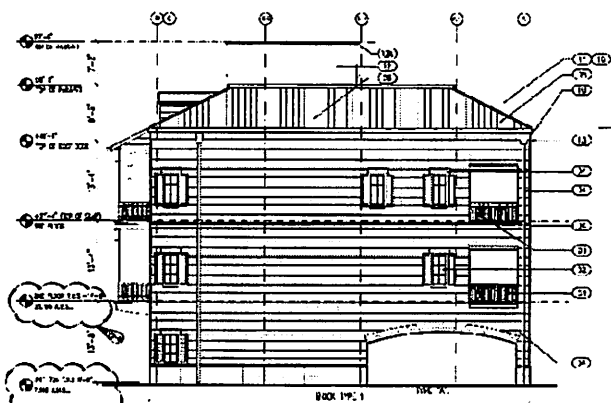
ISSUED BY: SMP



WEST ELEVATION - BUILDING "A"  
SCALE: 1/8" = 1'-0"



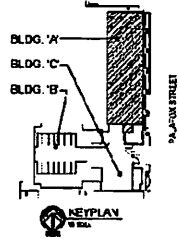
TYPICAL BRICK ARCH TYPES  
SCALE: 1/4" = 1'-0"



NORTH ELEVATION - BUILDING "A"  
SCALE: 1/8" = 1'-0"

KEY NOTES:

- (1) ALL BRICK BALDING SYSTEM
- (2) ALL BRICK WINDOW SYSTEM
- (3) ALL BRICK LATH AND PLASTER SYSTEM
- (4) BRICK VENEER WALLS, COLUMNS & ARCHES/PIERS
- (5) BRICKWORK WITH 1/2" JOINT SYSTEM
- (6) BRICKWORK WITH 3/8" JOINT SYSTEM
- (7) BRICKWORK WITH 1/2" JOINT SYSTEM
- (8) BRICKWORK WITH 3/8" JOINT SYSTEM
- (9) BRICKWORK WITH 1/2" JOINT SYSTEM
- (10) BRICKWORK WITH 3/8" JOINT SYSTEM
- (11) BRICKWORK WITH 1/2" JOINT SYSTEM
- (12) BRICKWORK WITH 3/8" JOINT SYSTEM
- (13) BRICKWORK WITH 1/2" JOINT SYSTEM
- (14) BRICKWORK WITH 3/8" JOINT SYSTEM
- (15) BRICKWORK WITH 1/2" JOINT SYSTEM
- (16) BRICKWORK WITH 3/8" JOINT SYSTEM
- (17) BRICKWORK WITH 1/2" JOINT SYSTEM
- (18) BRICKWORK WITH 3/8" JOINT SYSTEM
- (19) BRICKWORK WITH 1/2" JOINT SYSTEM
- (20) BRICKWORK WITH 3/8" JOINT SYSTEM



**smp.**  
 ARCHITECTS IN  
 PASCAGO, MISSISSIPPI  
 1012010

ADMIRAL'S  
 ROW  
 Building "A"

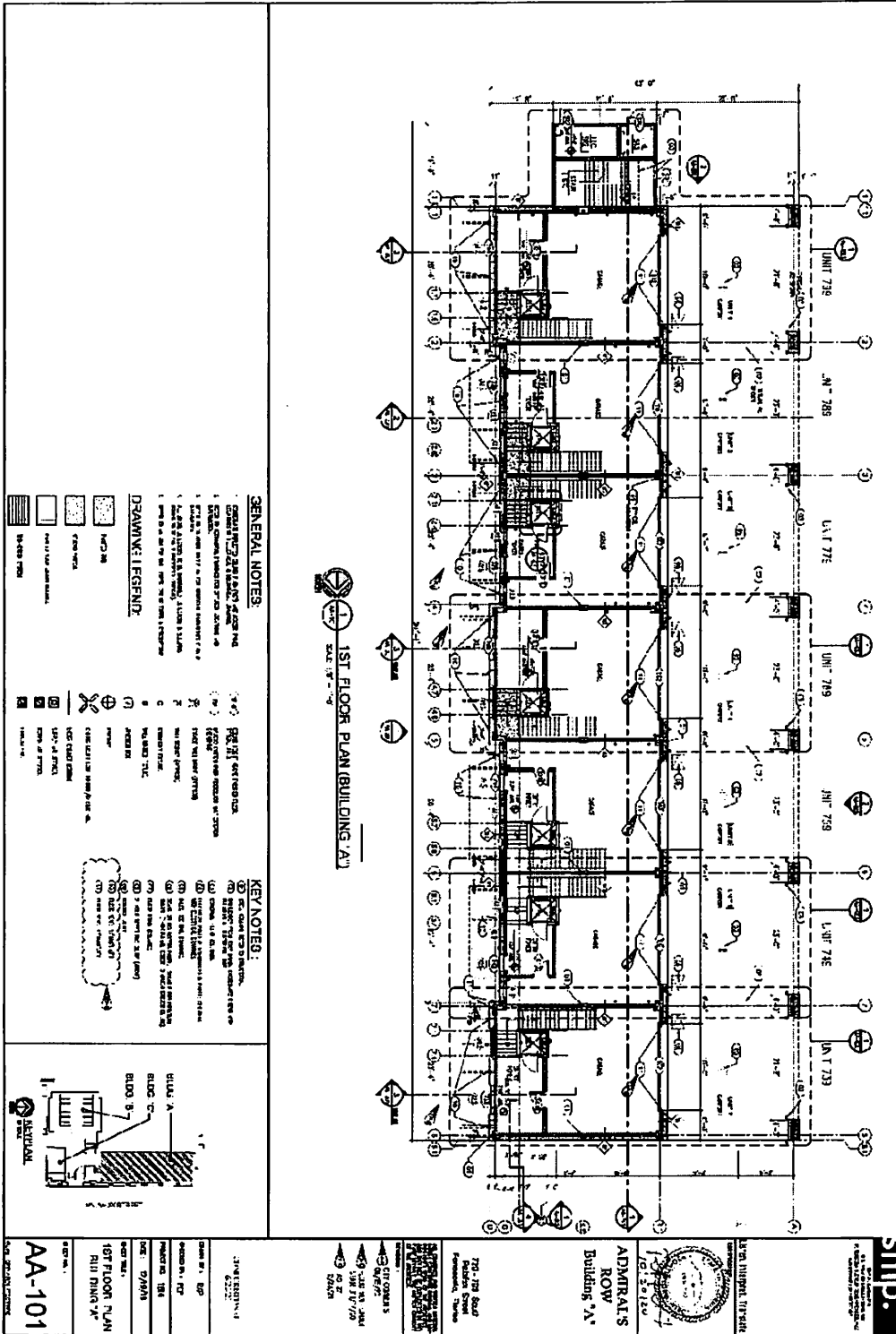
730-700 South  
 PascAGO Street  
 PascAGO, Florida

ALL DRAWINGS AND NOTED OTHERWISE  
 SHALL BE THE PROPERTY OF S.M.P. ARCHITECTS  
 AND SHALL NOT BE REPRODUCED OR COPIED  
 IN ANY MANNER WITHOUT THE WRITTEN  
 PERMISSION OF S.M.P. ARCHITECTS

ISSUED BY: KWP  
 CHECKED BY: PJP  
 PROJECT NO: 1014  
 DATE: 12/11/10  
 SHEET TITLE:  
 EXTERIOR  
 ELEVATIONS  
 BUILDING "A"  
 SHEET NO.:  
**AA-202**  
 ONLY DIMENSIONS TO FACE

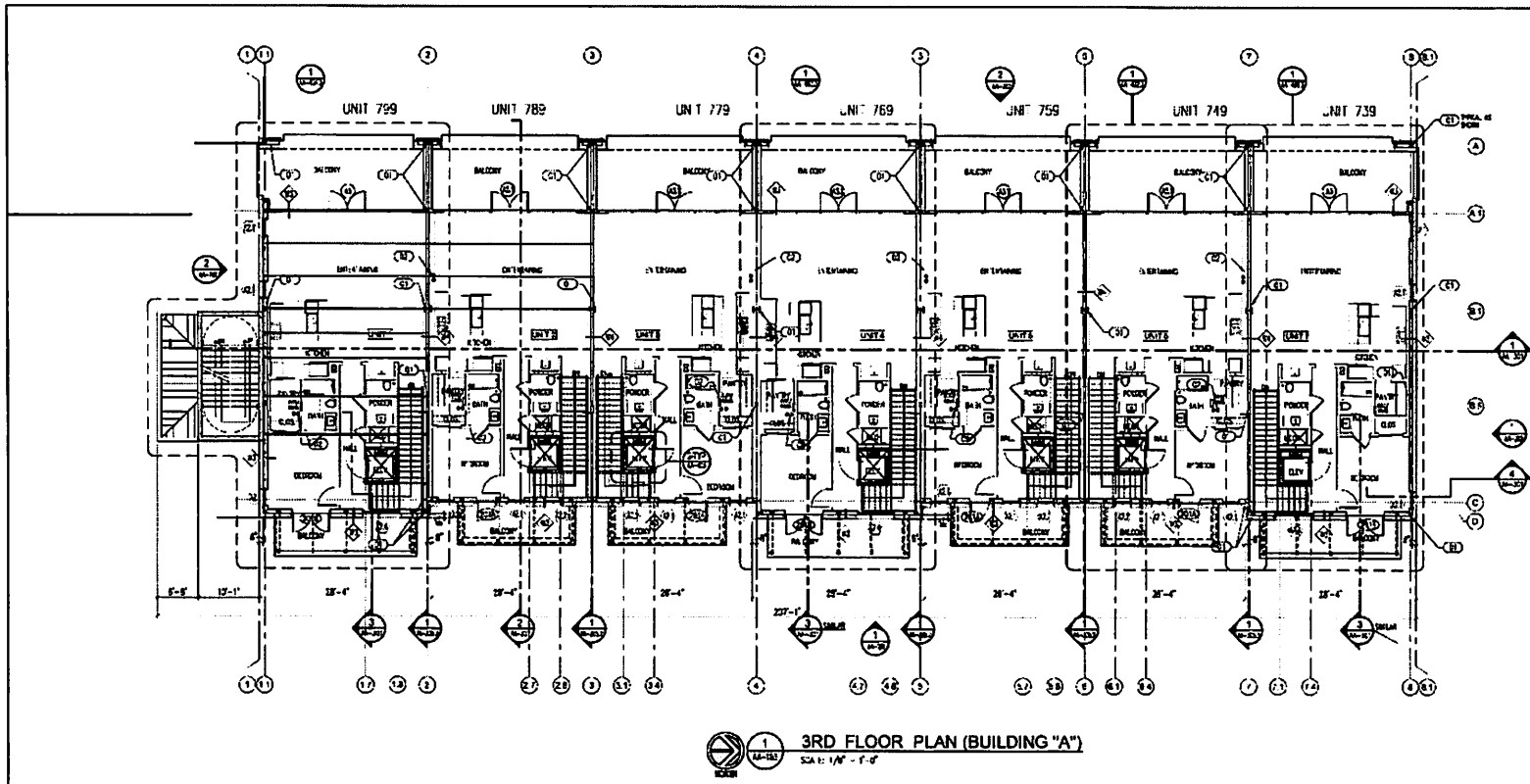
# EXHIBIT E

## Graphic Description of the Units







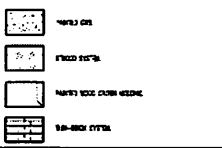


**3RD FLOOR PLAN (BUILDING "A")**  
 SCALE: 1/8" = 1'-0"

**GENERAL NOTES:**

1. EXISTING COLLECTED DRAIN PIPES (PPR) AND ACCESS PANELS SHALL BE IN PLACE AND REPAIRS MADE.
2. REFER TO ARCHITECT'S SCHEDULE FOR OFFER MATERIALS AND FINISHES.
3. REFER TO EXISTING FLOOR PLAN FOR ADDITIONAL DIMENSIONS, FINISHES AND INFORMATION.
4. ALL DIMENSIONS SHALL BE MEASURED TO FACE UNLESS OTHERWISE NOTED.
5. REFER TO ARCHITECT'S SCHEDULE FOR MATERIALS AND FINISHES.

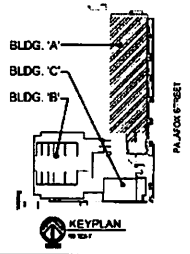
**DRAWING LEGEND:**



- (1) WALL
- (2) FLOOR
- (3) CEILING
- (4) DOOR
- (5) WINDOW
- (6) STAIR
- (7) ELEVATOR
- (8) MECHANICAL
- (9) ELECTRICAL
- (10) PLUMBING
- (11) FIRE
- (12) SECURITY
- (13) TELEPHONE
- (14) CABLE
- (15) AIR CONDITIONING
- (16) HANGING CABINET
- (17) REFRIGERATOR
- (18) SINK
- (19) STOVE
- (20) DISHWASHER
- (21) RANGE
- (22) MICROWAVE
- (23) REFRIGERATOR
- (24) SINK
- (25) STOVE
- (26) DISHWASHER
- (27) RANGE
- (28) MICROWAVE
- (29) REFRIGERATOR
- (30) SINK
- (31) STOVE
- (32) DISHWASHER
- (33) RANGE
- (34) MICROWAVE
- (35) REFRIGERATOR
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- (37) STOVE
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- (39) RANGE
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- (41) REFRIGERATOR
- (42) SINK
- (43) STOVE
- (44) DISHWASHER
- (45) RANGE
- (46) MICROWAVE
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- (48) SINK
- (49) STOVE
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- (65) REFRIGERATOR
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- (92) DISHWASHER
- (93) RANGE
- (94) MICROWAVE
- (95) REFRIGERATOR
- (96) SINK
- (97) STOVE
- (98) DISHWASHER
- (99) RANGE
- (100) MICROWAVE

**KEY NOTES:**

- (1) REFER TO ARCHITECT'S SCHEDULE FOR MATERIALS AND FINISHES.
- (2) REFER TO ARCHITECT'S SCHEDULE FOR MATERIALS AND FINISHES.
- (3) REFER TO ARCHITECT'S SCHEDULE FOR MATERIALS AND FINISHES.
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- (40) REFER TO ARCHITECT'S SCHEDULE FOR MATERIALS AND FINISHES.
- (41) REFER TO ARCHITECT'S SCHEDULE FOR MATERIALS AND FINISHES.
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- (99) REFER TO ARCHITECT'S SCHEDULE FOR MATERIALS AND FINISHES.
- (100) REFER TO ARCHITECT'S SCHEDULE FOR MATERIALS AND FINISHES.



**smp.**

1012-120

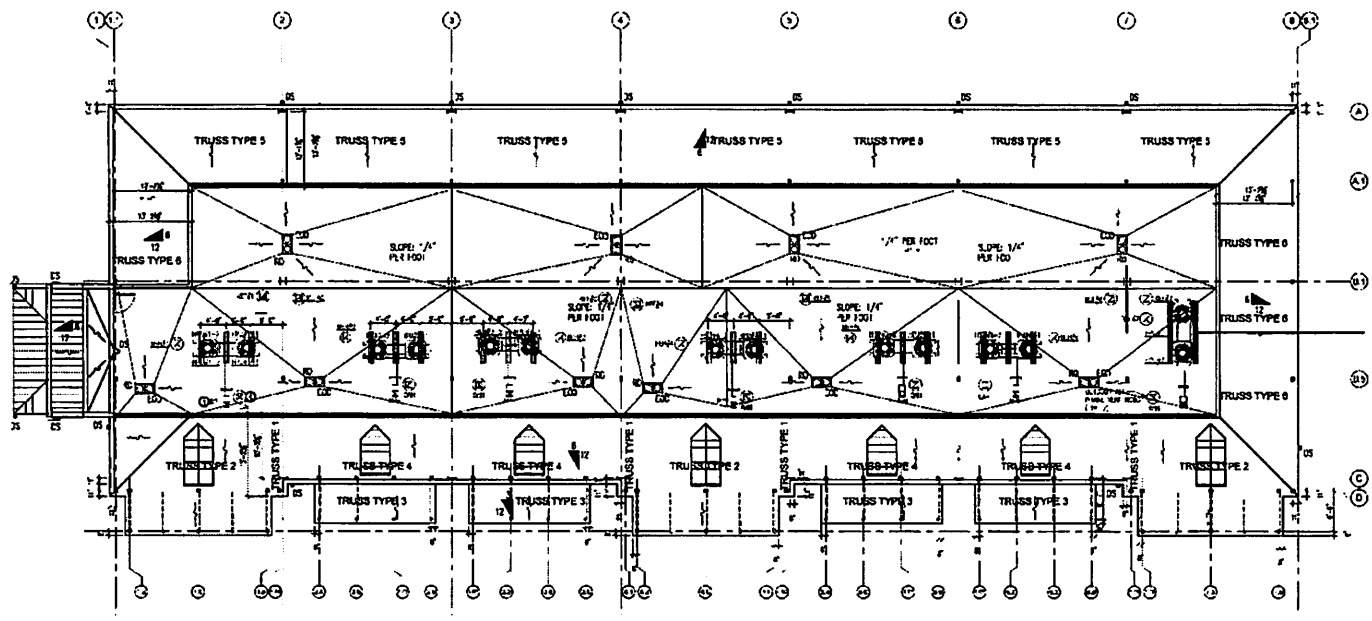
**ADMIRAL'S ROW Building "A"**

730 - 700 South Palatka Street  
Pensacola, Florida

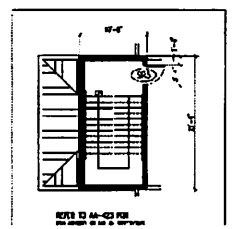
12/18/19

3RD FLOOR PLAN  
BUILDING "A"

AA-103



**1 ROOF PLAN (BUILDING "A")**  
SCALE: 1/8" = 1'-0"



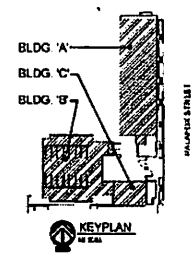
**2 STAIR TO ROOF (BUILDING "A")**  
SCALE: 1/4" = 1'-0"

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE TO FACE OF BLOCK, FACE OF CONCRETE, CENTERLINE OF COLUMN AND/OR CENTERLINE STRUCTURAL GRID LINE, UNLESS NOTED OTHERWISE.
2. CONTRACTOR TO VERIFY ALL DIMENSIONS IN D-FIELD.
3. COORDINATE WITH ARCHITECT & PLUMBING DRAWINGS FOR MECHANICAL ROOF TOP UNITS AND OTHER ROOF PENETRATIONS.
4. COORDINATE WITH ELECTRICAL DRAWINGS FOR LIGHTING PROTECTION LOCATIONS.
5. TYPICAL NOTE: ALL CROCKETS APPROX. (C) SHALL BE PART OF THE ROOFING SYSTEM.
6. REFER TO SHEET AA-103 FOR EXTERIOR STAIR TO ROOF.
7. REFER TO AA-104 FOR WALL TYPES, CEILING TYPES & DESIGN LOADS.

**LEGEND:**

- EQD EFFICIENCY OFFER OR DRAIN
- RD ROOF DRAIN
- DS DOWNSPOUT
- DIRECTION OF SLOPE TO DRAIN (1/4" PER FOOT)
- ▲ ROOF DRAIN (SEE NOTE 6)
- ⊙ BATHROOM EXHAUST
- ⊙ MEDICAL EXHAUST
- ⊙ MEDICAL ROOF TOP UNIT
- ⊙ GAS FLEE
- ⊙ UNVENTED MECHANICAL ROOFING SYSTEM (SEE NOTE 7)
- ⊙ MED. MECH. AT ROOF OVER APPROVED COVER (BASED ON 1" MIN) FOR INSULATION OR 2" MIN. 2" OF STRUCTURE TO DRAIN; REFER TO STRUCTURAL DRAWINGS



**smp.**  
S.M.P. ENGINEERING & ARCHITECTURE  
100 CALIFORNIA STREET, SUITE 200  
PALM BEACH, FLORIDA 33480

License: Interrel. Translat. Corp.  
10/20/20

**ADMIRAL'S ROW Building "A"**

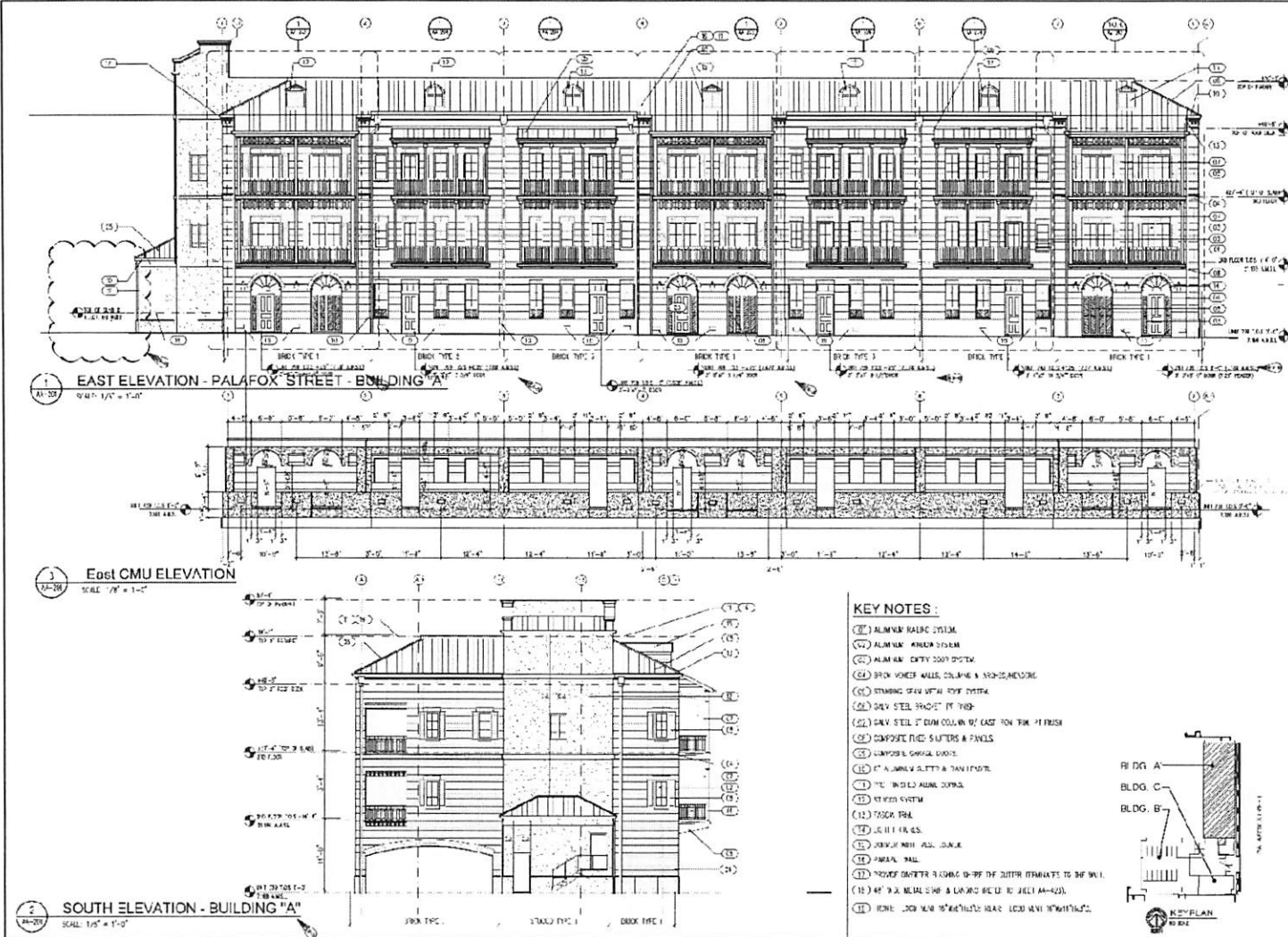
738 - 789 South Palmetto Street  
Palm Beach, Florida

ALL DIMENSIONS UNLESS NOTED OTHERWISE ARE TO FACE UNLESS NOTED OTHERWISE

REVISION:  
AS132 3/20/21

CONFORMED DATE: 6-21-21

DRAWN BY: SLP  
CHECKED BY: PGP  
PROJECT NO: 1814  
DATE: 12/18/19  
SHEET TITLE:  
**ROOF PLAN (BUILDING "A")**  
SHEET NO.:  
**AA-104**  
CHECK: SHARED TITLE

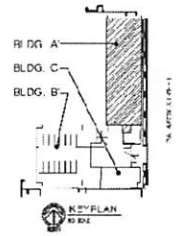


1 EAST ELEVATION - PALAFOX STREET - BUILDING "A"  
SCALE: 1/8" = 1'-0"

3 East CMU ELEVATION  
SCALE: 1/8" = 1'-0"

2 SOUTH ELEVATION - BUILDING "A"  
SCALE: 1/8" = 1'-0"

- KEY NOTES:**
- (1) ALUMINUM RAILING SYSTEM
  - (2) ALUMINUM WINDOW SYSTEM
  - (3) ALUMINUM EXTERIOR DOOR SYSTEM
  - (4) BRICK VENEER WALLS, COLUNNS & ARCHES/ENCLOSURE
  - (5) STANDING SEAM METAL ROOF SYSTEM
  - (6) GALV. STEEL FRAMED DECK
  - (7) GALV. STEEL 1" DIA. COLUMN @ 10' ON-THE-SPRINGS
  - (8) COMPOSITE FLOOR SLABS & PANELS
  - (9) COMPOSITE CONCRETE DECK
  - (10) 4" X 4" LUMBER SLITTS & TRIM FINISH
  - (11) 1" INSULATED ALUM. CURBS
  - (12) METEOR SYSTEM
  - (13) TASCOR TRIM
  - (14) 1/2" X 1/2" X 1/2" G.S.
  - (15) JOIST/RAIL AND JOIST
  - (16) PARAPET WALL
  - (17) MOVIE CAMERA RAILING @ TOP OF JITTER TERMINALS TO BE BUILT
  - (18) 4" X 4" X 1/2" METAL SIGN & LIGHTING BELOW JITTER AREA
  - (19) REIN. CONC. W/ 1" DIA. REBAR @ 12" ON-CENTER



**sm.p.**  
 PROFESSIONAL ENGINEER  
 ARCHITECTURAL ENGINEER  
 LICENSE NO. 1012-110

1012-110

ADMIRAL'S ROW  
 Building "A"

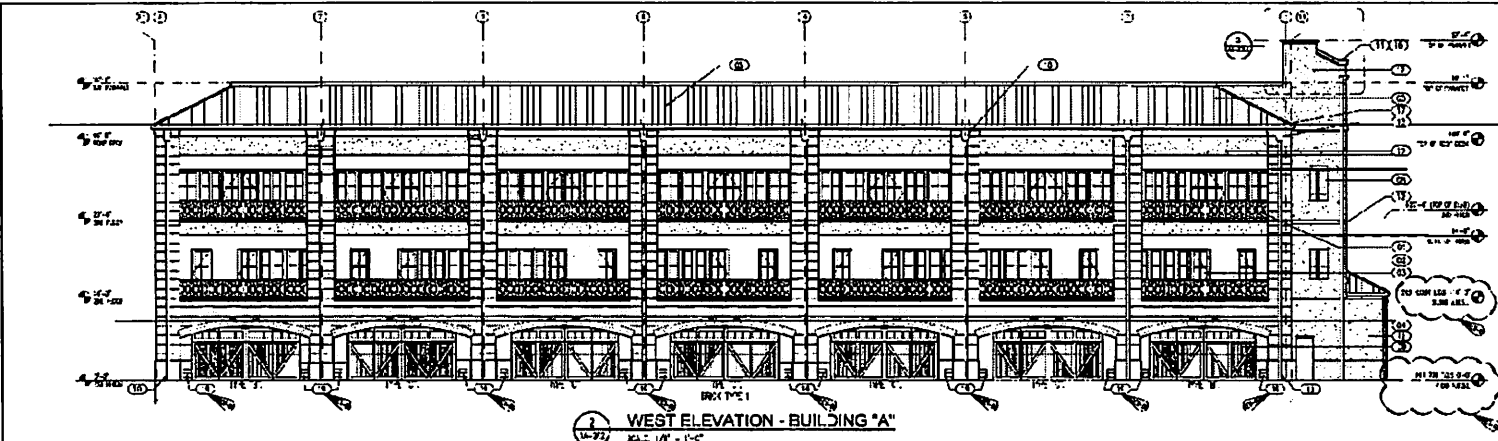
730 - 706 South  
 Palafox Street  
 Pensacola, Florida

ALL DRAWINGS TO BE REVIEWED AND APPROVED BY THE CITY ENGINEER OF THE CITY OF PENSACOLA, FLORIDA.

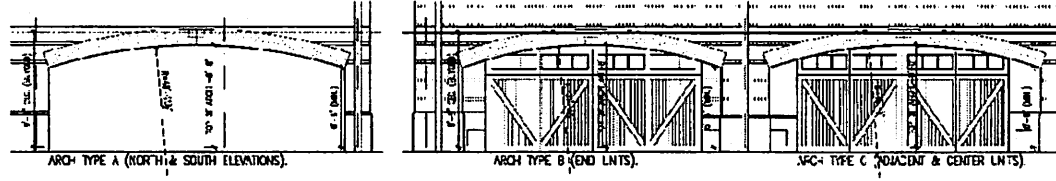
REVISIONS:  
 1. CITY COMMENTS  
 09/19/20

CONFORMED TO  
 5-2-21

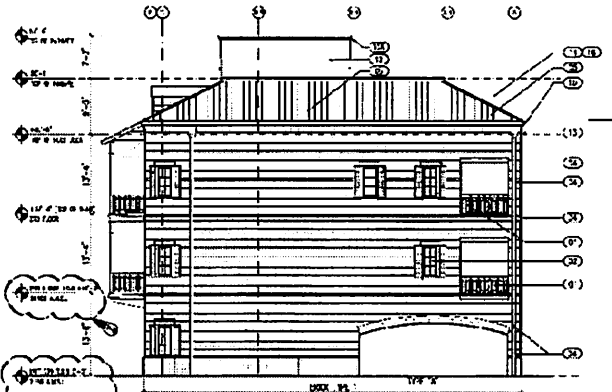
DESIGNED BY: RUP  
 CHECKED BY: JPP  
 PROJECT NO: 1814  
 DATE: 2/19/19  
 SHEET NO.:  
 EXTERIOR ELEVATIONS  
 BUILDING "A"  
 SHEET NO.  
**AA-201**



1 WEST ELEVATION - BUILDING "A"  
SCALE 1/8" = 1'-0"

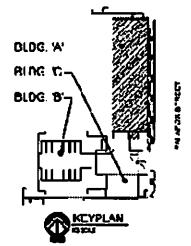


2 TYPICAL BRICK ARCH TYPES  
SCALE 1/4" = 1'-0"



3 NORTH ELEVATION - BUILDING "A"  
SCALE 1/8" = 1'-0"

- KEY NOTES:**
- (1) ALUMINA BAL. NC SYSTEM
  - (2) ALUMINA BRICK SYSTEM
  - (3) ALUMINA CITY BRICK SYSTEM
  - (4) BRICK VENEER WALLS, COLUMNS & ARCHES/HEADINGS
  - (5) STANDARD SEAM VENT 100" SYSTEM
  - (6) GALV. STEEL BRACKET 1" DIA. 1/4"
  - (7) GALV. STEEL 4" DIA. COLUMN BY CAST IRON TRAIL 1" DIA. 1/4"
  - (8) COMPOSITE FRG. SILL 1 1/2" x 1 1/2" x 1 1/2"
  - (9) 6" x 6" BRICK CLEVER & RAIN LEADER
  - (10) PRE-FINISHED ALUM. COP. NC
  - (11) FLESH SYSTEM
  - (12) FASCIA TRIM
  - (13) LIFT FORMERS
  - (14) ROOFING WITH FURF. BOARD
  - (15) FLASHING TRIM
  - (16) 1/2" DIA. BRICKER FLASHING ABOVE THE CLIFFER TERMINATES TO THE GAB
  - (17) 1/2" DIA. MET. STRIP & 1/2" DIA. ORDER TO SHEET AN-412
  - (18) EXIST. FLOOR VENEER STRUCTURE BEG. 1000' NORTH OF WEST LOT



**smp.**  
SOUTHERN METAL PRODUCTS  
CORPORATION  
1000 WEST 10TH AVENUE  
MIAMI, FLORIDA 33135  
TELEPHONE 305-375-1000

1012-120

ADMIRAL'S ROW  
Building "A"

100 - 700 South  
Pineapple Street  
Pensacola, Florida

DATE: 12/19/13

EXTERIOR  
ELEVATIONS  
BUILDING "A"

AA-202









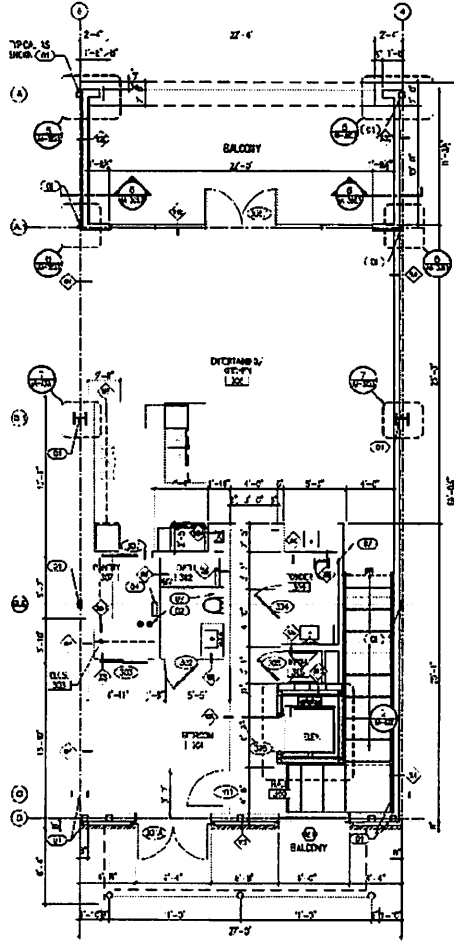




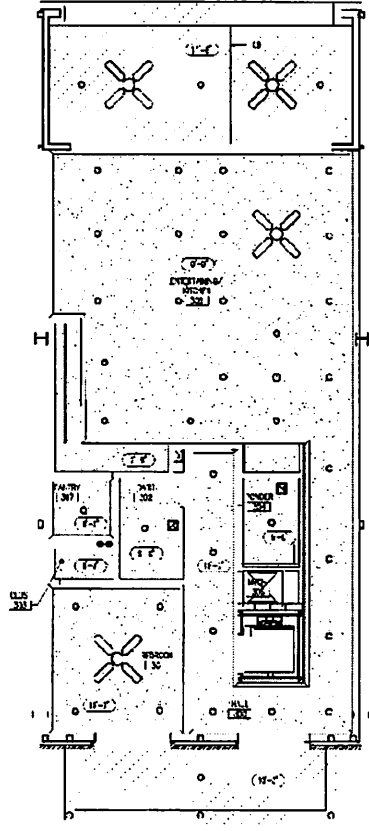








1 ENLARGED PLAN - 3RD FLOOR (CENTER UNIT)  
SCALE: 1/4" = 1'-0"



2 ENLARGED REFLECTED CEILING PLAN  
SCALE: 1/4" = 1'-0"

**GENERAL NOTES:**

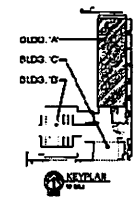
1. CONCRETE FINISH SHALL BE PER THE ARCHITECT'S SPECIFICATIONS.
2. SEE THE ARCHITECT'S SPECIFICATIONS FOR MATERIALS AND FINISHES.
3. SEE THE ARCHITECT'S SPECIFICATIONS FOR MATERIALS AND FINISHES.
4. THE ARCHITECT'S SPECIFICATIONS SHALL BE REFERRED TO FOR ALL MATERIALS AND FINISHES.
5. SEE THE ARCHITECT'S SPECIFICATIONS FOR MATERIALS AND FINISHES.

**DRAWING LEGEND:**

- 1. PAINT CO.
- 2. ACU STAIR
- 3. 1/2" x 1/2" x 1/2" x 1/2"
- 4. 1/2" x 1/2" x 1/2" x 1/2"
- 5. 1/2" x 1/2" x 1/2" x 1/2"
- 6. 1/2" x 1/2" x 1/2" x 1/2"
- 7. 1/2" x 1/2" x 1/2" x 1/2"
- 8. 1/2" x 1/2" x 1/2" x 1/2"
- 9. 1/2" x 1/2" x 1/2" x 1/2"
- 10. 1/2" x 1/2" x 1/2" x 1/2"
- 11. 1/2" x 1/2" x 1/2" x 1/2"
- 12. 1/2" x 1/2" x 1/2" x 1/2"
- 13. 1/2" x 1/2" x 1/2" x 1/2"
- 14. 1/2" x 1/2" x 1/2" x 1/2"
- 15. 1/2" x 1/2" x 1/2" x 1/2"
- 16. 1/2" x 1/2" x 1/2" x 1/2"
- 17. 1/2" x 1/2" x 1/2" x 1/2"

**KEY NOTES:**

1. SEE GENERAL NOTES TO SPECIFICATIONS.
2. CONCRETE SHALL BE PER THE ARCHITECT'S SPECIFICATIONS.
3. CONCRETE SHALL BE PER THE ARCHITECT'S SPECIFICATIONS.
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16. CONCRETE SHALL BE PER THE ARCHITECT'S SPECIFICATIONS.
17. CONCRETE SHALL BE PER THE ARCHITECT'S SPECIFICATIONS.



**smp.**

State of Florida  
Professional Seal - No. 10150  
10/15/12

**ADMIRAL'S ROW Building "A"**

730 - 750 South Palmetto Street  
Pensacola, Florida

311 PROJECT NO. 12/13/11  
12/13/11

REVISED:

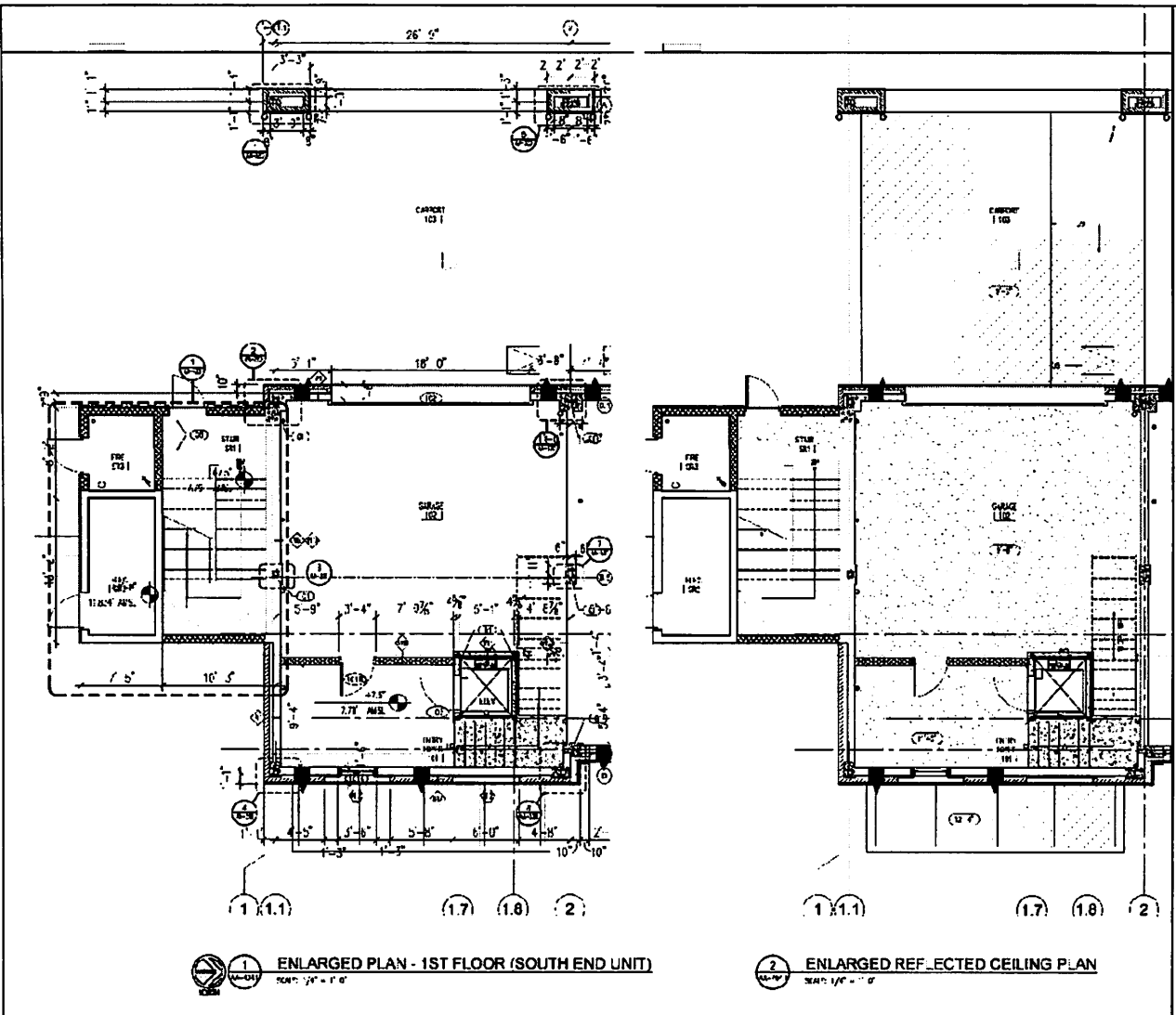
CLIENT: ADMIRAL'S ROW  
4/14/12

DRAWN BY: RJP  
CHECKED BY: RJP  
PROJECT NO. 1214  
DATE: 12/13/11  
SCALE: 1/4" = 1'-0"

**ENLARGED PLAN 3RD FLOOR (CENTER UNIT)**

DATE: 12/13/11

**AA-403.3**



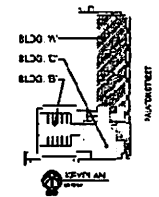
**1 ENLARGED PLAN - 1ST FLOOR (SOUTH END UNIT)**  
SCALE: 3/8" = 1'-0"

**2 ENLARGED REFLECTED CEILING PLAN**  
SCALE: 1/8" = 1'-0"

- GENERAL NOTES:**
1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS FOR ALL WORK SHOWN ON THIS DRAWING.
  2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
  3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
  4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
  5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.

- DRAWING LEGEND:**
- MASONRY WALL
  - CONCRETE WALL
  - GYPSUM BOARD PARTITION
  - GLASS PARTITION
  - STEEL PIPE RISER
  - STEEL BEAM RISER
  - STEEL COLUMN
  - STEEL JOIST
  - STEEL DECK
  - STEEL DECK WITH INSULATION
  - STEEL DECK WITH INSULATION AND MEMBRANE
  - STEEL DECK WITH INSULATION AND MEMBRANE AND FLOOR FINISH
  - STEEL DECK WITH INSULATION AND MEMBRANE AND FLOOR FINISH AND CEILING
  - STEEL DECK WITH INSULATION AND MEMBRANE AND FLOOR FINISH AND CEILING AND MECHANICAL
  - STEEL DECK WITH INSULATION AND MEMBRANE AND FLOOR FINISH AND CEILING AND MECHANICAL AND ELECTRICAL
  - STEEL DECK WITH INSULATION AND MEMBRANE AND FLOOR FINISH AND CEILING AND MECHANICAL AND ELECTRICAL AND PLUMBING
  - STEEL DECK WITH INSULATION AND MEMBRANE AND FLOOR FINISH AND CEILING AND MECHANICAL AND ELECTRICAL AND PLUMBING AND FIRE PROTECTION

- KEY NOTES:**
- (1) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
  - (2) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
  - (3) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
  - (4) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
  - (5) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
  - (6) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
  - (7) ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.



**smp.**

12/15/20

ADMIRAL'S ROW Building "A"

150 - 150 SCALE  
Palatka Street  
Panama City, Florida

ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.

DESIGNED BY: MAP  
CHECKED BY: FDF  
PREPARED BY: 12/15  
DATE: 12/15/20  
ENLARGED PLAN  
1ST FLOOR  
(SOUTH- END UNIT)  
SHEET NO.:  
**AA-404.1**







## **EXHIBIT F**

### Rules and Regulations for Admirals Row North Condominium Association, Inc.

#### **ADMIRALS ROW NORTH, A CONDOMINIUM RULES AND REGULATIONS**

##### **A. DEFINITIONS**

The terms used in these Rules and Regulations for Admirals Row North, a Condominium, shall have the same definitions and meanings as those set forth in the Declaration of Condominium for Admirals Row North, a Condominium (the "Declaration").

##### **B. GENERAL RULES**

1. Except as otherwise provided by law, no exterior radio, television, or data reception antennas or any exterior wiring for any purpose may be installed on the Common Elements without the written consent of the Board.

2. To maintain harmony of exterior appearance, no one will make any changes to, place anything on, affix anything to, or exhibit anything from any part of the Condominium Property, which is visible from the exterior of the building or from the Common Elements, without the prior written consent of the directors. All curtains, shades, drapes, and blinds will be white or off-white in color or lined with material of these colors. Balcony tile and floor covering colors must be approved by the Board.

3. All Common Elements inside and outside the building will be used for their designated purposes only, and nothing belonging to Unit Owners, or their family, tenants, guests, or contractors will be kept therein or thereon without the approval of the Board. These areas will at all times be kept free of obstruction. Unit Owners are financially responsible to the Association for damage to the Common Elements caused by themselves or their tenants, guests, and family members.

4. Disposal of garbage and trash will be only by use of receptacles approved by the Association, or by use of the garbage disposal units. Any boxes should be broken down and taken to the condominium dumpster. Smelly garbage should also be securely bagged and taken to the dumpster. Food and vegetable scraps are to be disposed of in the Unit garbage disposals.

5. The Association shall retain a passkey to the Units, and the Unit Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association under its statutory right to access the Units. Duplication of Unit Owners' keys to Common Element facilities is restricted in the interest of security. The passkey shall be kept in a safe on-site with only the Association's president or his or her designee having access to it.

6. Loud and disturbing noises are prohibited.

7. Only electric barbecue grills that do not exceed 200 square inches of cooking

surface will be allowed on Balconies. Otherwise, grills are prohibited. Propane, natural gas, and wood burning fire pits are prohibited.

8. Illegal and immoral practices are prohibited.
9. Lawns, shrubbery, or other exterior plantings will not be altered, moved, or added to without permission of the Association.
10. No nuisance of any type or kind will be maintained on the Condominium Property.
11. Nothing will be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the directors. No Unit Owner will permit anything to be done or kept in the Unit Owner's Unit, or in the Common Elements, that will result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.
12. Persons moving furniture and other property into and out of Units must do so Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only. Moving vans and trucks used for this purpose will remain on Condominium Property only when actually in use.
13. Any Unit Owner has a right to a reasonable accommodation from the Association for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep pursuant to FS 718.113(6).
14. Any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
15. Repair, construction, decorating, or remodeling work will be done on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only.
16. These rules and regulations will apply equally to Unit Owners, and their families, guests, domestic help, and tenants.
17. The Board may impose a \$100 fine for each violation of these rules and regulations or any violation of the Condominium Documents. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before the appropriate committee. A fine may not exceed \$100 per violation, or \$1,000 in the aggregate.
18. These rules and regulations do not purport to constitute all of the restrictions affecting the Condominium Property and the Common Elements. Reference should be made to the Condominium Documents.

## C. MEETINGS

1. Robert's Rules of Order (Revised Edition) will govern the conduct of the Association meeting when not in conflict with the Declaration, the Articles of Incorporation, or

the Bylaws.

2. ALL NOTICES OF MEMBERSHIP, DIRECTORS, AND COMMITTEE MEETINGS AT WHICH UNIT OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED ELECTRONICALLY AND AT A CENTRAL POINT WITHIN THE COMMON ELEMENTS.

**EXHIBIT G**

Proportionate Share of Ownership and Voting Interest

Unit #	Percentage of Voting Interest
739	14.831%
749	13.926%
759	13.926%
769	14.724%
779	13.926%
789	13.926%
799	14.741%

\* The Voting Rights of each Unit Owner shall be equal to the percentage interest of such Unit Owner in proportion to all other Unit Owners, such interest being calculated based on the total square footage of each Unit in uniform relationship to the total square footage of all of the Units in the Condominium.

## **EXHIBIT H**

### **Legal Description of the South Parcel**

A PORTION OF LOTS 16, 17, 18, 19, 26, 27 AND 30, BLOCK 44, ALL OF LOT 20, BLOCK 44, AND ALSO A PORTION OF THE VACATED NORTH HALF OF CYPRESS STREET ADJOINING THE AFORESAID LOTS 20, 26, 27 AND 30, BLOCK 44, WATERFRONT GRANT AS PER THE MAP OF THE CITY OF PENSACOLA, FLORIDA COPYRIGHTED BY THOMAS C. WATSON IN 1906, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 11, BLOCK 44, WATERFRONT GRANT AS PER THE MAP OF THE CITY OF PENSACOLA, FLORIDA COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE PROCEED SOUTH 09°33'36" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF PALAFOX STREET (R/W VARIES) A DISTANCE OF 219.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 09°33'36" EAST ALONG SAID WEST R/W LINE FOR A DISTANCE OF 59.68 FEET TO THE CENTERLINE OF CYPRESS STREET (60' R/W AS VACATED); THENCE PROCEED SOUTH 80°02'32" WEST ALONG THE CENTERLINE OF CYPRESS STREET FOR A DISTANCE OF 204.37 FEET TO THE MEAN HIGH WATER LINE OF THE MARINA AREA; THENCE DEPARTING SAID CENTERLINE, PROCEED NORTH 09°40'55" WEST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 15.63 FEET; THENCE PROCEED NORTH 80°30'16" EAST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 4.81 FEET; THENCE PROCEED NORTH 10°14'19" WEST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 94.29 FEET; THENCE PROCEED NORTH 34°31'52" EAST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 23.48 FEET; THENCE PROCEED NORTH 79°54'52" EAST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 57.35 FEET; THENCE PROCEED NORTH 08°41'15" WEST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 3.87 FEET; THENCE PROCEED NORTH 79°27'36" EAST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 44.77 FEET; THENCE PROCEED NORTH 37°16'01" EAST ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 10.65 FEET; THENCE DEPARTING SAID MEAN HIGH WATER LINE, PROCEED SOUTH 10°07'19" EAST FOR A DISTANCE OF 78.13 FEET; THENCE PROCEED NORTH 80°26'24" EAST FOR A DISTANCE OF 73.66 FEET TO THE AFORESAID WEST R/W OF PALAFOX STREET AND TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 20,604 SQUARE FEET (0.47 ACRES), MORE OR LESS.

**EXHIBIT I**

Occupancy Agreement for Admirals Row North, a Condominium

**OCCUPANCY AGREEMENT**  
**ADMIRALS ROW NORTH, A CONDOMINIUM**

This is an Occupancy Agreement ("**Agreement**") dated: \_\_\_\_\_.

UNIT OWNER:

UNIT NO.: \_\_\_\_\_ ("**Unit**")

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
License Plate No.: \_\_\_\_\_

OCCUPANT (whether one or more, including those listed in paragraph 1 below, "**Occupant**"):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
License Plate No.: \_\_\_\_\_

1. Occupants. The Unit is being occupied by Occupant and only the following persons:

(1) Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
License Plate No.: \_\_\_\_\_

(2) Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
License Plate No.: \_\_\_\_\_

(3) Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
License Plate No.: \_\_\_\_\_

(4) Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
License Plate No.: \_\_\_\_\_

(5) Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
License Plate No.: \_\_\_\_\_

No other person(s) may occupy the Unit without consent of Admirals Row North Condominium Association, Inc. (“**Association**”).

2. Supplemental Documents. This Agreement shall be subject in all respects to the Declaration of Condominium of Admirals Row North, a Condominium (“**Declaration**”) and the Rules and Regulations adopted by the Association. Occupant agrees to comply with all provisions of the Declaration and Rules and Regulations and acknowledges that the Association has the authority to enforce any and all violations of such provisions.

3. Use Restrictions and Rules and Regulations. Occupant has been made aware of and agrees to comply with the use restrictions set forth in Article XIV of the Declaration.

4. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one agreement of the Parties. A facsimile or electronic (including “pdf”) copy of this Agreement and any signatures hereon shall be considered for all purposes as an original.

5. Attorney’s Fees. In the event any action or proceeding is taken to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of court costs and attorney’s fees (which shall include any and all attorney and paralegal fees incurred in the course of trial or appellate litigation or related services by an out-of-court attorney and paralegal associated with or regarding the dispute in question, and any and all such fees incurred in connection with any administrative proceeding associated with or regarding the dispute in question) necessitated by non-compliance with the terms of this Agreement.

6. Governing Law. This Agreement shall be governed by and enforced and construed under the laws of the State of Florida, without regard to its conflicts of laws provisions. Venue in any proceeding involving this Agreement will be in Escambia County, Florida.

UNIT OWNER:

OCCUPANT:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_