

**DECLARATION OF CONDOMINIUM**  
**FOR**  
**PURPLE PARROT VILLAGE, A CONDOMINIUM**  
**ESCAMBIA COUNTY, FLORIDA**

Prepared by: ✓ Stephen B. Shell, of  
SHELL, FLEMING, DAVIS & MENGE  
Post Office Box 1831  
Pensacola, Florida 32598-1831  
SFD&M File No.: B1292-24292

## PURPLE PARROT VILLAGE

### DECLARATION OF CONDOMINIUM

#### TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
1. NAME .....	1
2. LAND .....	1
3. DEFINITIONS .....	2
4. DESCRIPTION .....	3
5. IDENTIFICATION OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS; VOTING RIGHTS .....	5
6. CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION AND ENJOYMENT .....	5
7. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS .....	6
8. COMMON ELEMENTS .....	6
9. AMENDMENT OF DECLARATION .....	7
10. TERMINATION .....	8
11. EQUITABLE RELIEF .....	9
12. ENFORCEMENT OF MAINTENANCE .....	10
13. MAINTENANCE, ALTERATION AND IMPROVEMENT .....	10
14. INSURANCE AND CONDEMNATION PROVISIONS .....	11
15. LIENS .....	19
16. REMEDIES OF ASSOCIATION .....	19
17. THE ASSOCIATION .....	20
18. MEMBERSHIP IN ASSOCIATION .....	21

19.	COMMON EXPENSES AND COMMON SURPLUS .....	21
20.	ASSESSMENTS, LIABILITIES, LIEN AND PRIORITY; INTEREST COLLECTION.....	21
21.	OBLIGATIONS AND RESTRICTIONS OF MEMBERS AND OWNERS / MAINTENANCE OF COMMUNITY INTERESTS.....	23
22.	TRANSFER OF ASSOCIATION CONTROL .....	24
23.	RIGHTS RESERVED UNTO FIRST MORTGAGEES.....	25
24.	DEVELOPER'S TENANTS.....	27
25.	SALES ACTIVITIES AND DEVELOPER'S RIGHTS.....	27
26.	MISCELLANEOUS .....	27

**EXHIBITS**

- A. LEGAL DESCRIPTION, SURVEY, PLOT PLAN, FLOOR PLANS  
AND GRAPHIC DESCRIPTION
- B. UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS  
AND PERCENTAGE OF SHARING COMMON EXPENSES AND OWNING  
COMMON SURPLUS
- C. ARTICLES OF INCORPORATION OF PURPLE PARROT VILLAGE  
CONDOMINIUM ASSOCIATION, INC
- D. BY-LAWS OF PURPLE PARROT VILLAGE CONDOMINIUM  
ASSOCIATION, INC
- E. NON-EXCLUSIVE INGRESS, EGRESS AND UTILITIES EASEMENT

**DECLARATION OF CONDOMINIUM**

**FOR**

**PURPLE PARROT VILLAGE, A CONDOMINIUM**

**ESCAMBIA COUNTY, FLORIDA**

**MADE** this 25<sup>th</sup> day of FEBRUARY, 2000, by **JERRY M. GILBREATH DEVELOPMENT, INC.**, a Florida Corporation, which declares as follows:

**SUBMISSION STATEMENT**

**JERRY M. GILBREATH DEVELOPMENT, INC.**, a Florida Corporation, hereinafter called the "Developer," for itself, its successors, grantees and assigns, being the holder of fee simple title to the real property described in Exhibit "A," Sheet 1, attached hereto and by reference made a part hereof, hereby states and declares that said property is submitted to condominium ownership, pursuant to the requirements of the Florida Statutes Chapter 718, hereinafter sometimes referred to as the "Condominium Act," the provisions of which are hereby incorporated by reference as if fully set forth herein, and does hereby file for record this Declaration of Condominium.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land as the case may be, shall be non-exclusive and perpetual unless sooner terminated by all Unit Owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the Articles of Incorporation and By-Laws of the Association (as hereinafter defined). Both the burdens imposed and the benefits granted shall run with each Unit and the interests in the Common Elements.

1. **NAME**

1.01 The name by which this Condominium is to be identified is PURPLE PARROT VILLAGE, A CONDOMINIUM.

1.02 The name of the Unit Owners' Association is PURPLE PARROT VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "Association."

1.03 The address of this Condominium is 13555 Perdido Key Drive, Pensacola, Florida 32507.

2. **LAND**

The land comprising this Condominium is described on Exhibit "A," Sheet 1, attached hereto and made a part hereof as if fully set forth herein.

### 3. DEFINITIONS

The terms used in this Declaration and in its Exhibits, including the Articles of Incorporation, By-Laws and the Rules and Regulations of the Association, shall be defined in accordance with the provisions of the Condominium Act and as follows unless the context otherwise requires:

3.01 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

3.02 "Association" means the corporate entity responsible for the operation of the Condominium, which is PURPLE PARROT VILLAGE CONDOMINIUM ASSOCIATION, INC..

3.03 "Board" or "Board of Directors" means the Board of Directors of the Association or other representative body responsible for administration of the Association.

3.04 "By-Laws" means the By-Laws of the Association existing from time to time.

3.05 "Common Elements" means the portions of the Condominium Property not included in the Units.

3.06 "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium.

3.07 "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

3.08 "Condominium" means that form of ownership of real property which is created pursuant to the provisions of the Condominium Act and which is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the Common Elements.

3.09 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

3.10 "Condominium Property" means the lands, leaseholds and personal property that are subject to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

3.11 "Declaration" or "Declaration of Condominium" means the instrument or instruments by which this Condominium is created as they are from time to time amended.

3.12 "Developer" means the entity which creates this Condominium or offers Condominium Parcels for sale or lease in the ordinary course of business, but does not include an Owner or lessee of a Unit who has acquired his Unit for his own occupancy. As used herein, the term "Developer" shall include assigns and successors in interest to the original Developer. The Developer of this Condominium is Jerry M. Gilbreath Development, a Florida Corporation.

3.13 "Division" means the Florida Department of Business and Professional Regulation, Division of Land Sales, Condominiums and Mobile Homes, Bureau of Condominiums.

3.14 "First Mortgage" means a mortgage owned or held by an First Mortgagee.

3.15 "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units as specified in the Declaration of Condominium.

3.16 "Mortgagee" or "First Mortgagee" means any person or entity (including the Developer or any nominee of the Developer) owning and holding a mortgage encumbering a Condominium Unit.

3.17 "Operation" or "Operation of the Condominium" includes the administration and management of the Condominium Property.

3.18 "Unit" means a part of the Condominium Property which is subject to exclusive ownership. The boundaries of a Unit extend to the unfinished interior surfaces of the perimeter walls, floors and ceilings of each Unit and the interior portion of any perimeter windows and window structures related thereto. A Unit may be in improvements, land or land and improvements together, as specified in this Declaration.

3.19 "Unit Owner" or "Owner of a Unit" means the owner of a Condominium parcel.

3.20 "Utility Services" means, but is not limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, cable television, garbage and sewage disposal and other required services imposed by governmental authorities.

#### **4. DESCRIPTION**

The Condominium is described as follows:

4.01 A survey of the land submitted to Condominium ownership is set forth on Exhibit "A" attached hereto. A graphic description of the improvement or improvements in which Units are located and the identification of each Unit by letter, name or number, so that no Unit bears the same designation as any other Unit, and the plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their respective locations and approximate dimensions is attached hereto as and made a part hereof as Exhibit "A."

4.02 The Developer reserves the right to change the interior design or arrangement of all Units as long as the Developer owns the Units so changed and altered, provided such change shall be reflected by an amendment of this Declaration; any amendment for such purpose need be signed and acknowledged only by the Developer and Mortgagee, if any, and need not be approved by any other person, including but not limited to the Association, contract vendees, or Unit Owners, anything herein to the contrary notwithstanding. The rights reserved in this Paragraph 4.02 shall permit the Developer at its option prior to creating this Condominium to change the number of Units within the Condominium

and/or the interests of the Unit Owners in the Common or Limited Common Elements. However, notwithstanding any of the foregoing to the contrary, the aggregate of the undivided interests of the Unit Owners in the Common Elements or Limited Common Elements of such Units so redesigned or rearranged shall remain the same, although the undivided interests of the Unit Owners in the Common Elements or Limited Common Elements of such Units so redesigned or changed may be different than as originally provided herein.

4.03 The following non-exclusive easements shall be covenants running with the land and are expressly granted and/or reserved in favor of the Unit Owners, occupants of any Unit, their guests and invitees, to-wit:

4.03.1 **UTILITIES.** Blanket non-exclusive easements are reserved throughout the Condominium Property as may be required for utility services in order to adequately serve the Condominium. In the event any Unit, recreation area, Common Element or Limited Common Element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the Owner or Owners of such encroaching property and their Mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long a such encroachment shall continue.

4.03.2 **ENCROACHMENTS.** In the event that any Unit shall encroach upon any of the Common Elements or any other Unit for any reason other than the intentional act of the Unit Owner, or in the event that any Common Elements shall encroach upon any Unit, then an easement shall exist to the extent of such encroachments so long as the same shall continue.

4.03.3 **TRAFFIC.** An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Elements as may be from time to time 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 may from time to time be intended for such purposes; and such easements shall be for the use and benefit of the Unit Owners and those claiming by, through or under the aforesaid; provided, however, that nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property, except to the extent that the space may be specifically designated and assigned for parking purposes or as may otherwise be permitted under this Declaration.

4.04.4 **ACCESS OVER LIMITED COMMON ELEMENTS.** Each Unit Owner and any officer, agent, employee or designee of the Association or member of the Board of Directors of the Association shall have access across any Limited Common Elements for the purpose of ingress and egress.

4.04.5 **ACCESS OVER COMMON ELEMENTS.** Each Unit owner shall have a non-exclusive easement for ingress and egress over streets, walks and other rights-of-way serving the Units of this Condominium as part of the Common Elements necessary to provide reasonable access to the public ways.

4.04.6 **NON-EXCLUSIVE INGRESS, EGRESS AND UTILITIES EASEMENT.** In addition to the foregoing, the condominium property shall be subject to and benefited by the Non-Exclusive Ingress, Egress and Utilities Easement, a copy of which is attached hereto as Exhibit "E."

5. **IDENTIFICATION OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS; VOTING RIGHTS**

5.01 The Condominium Units and all other improvements constructed on the Condominium Property are set forth in detail in Exhibit "A" attached hereto. Each Condominium Unit is described in such a manner that there can be determined therefrom the identification, location and dimensions of such Unit and the Common Elements appurtenant thereto.

5.02 Each Condominium Unit is identified by a number, letter, name or combination thereof, so that no Unit bears the same designation as any other Unit and all remaining areas are Common Elements (except for such areas now or hereafter designated as Limited Common Elements). The Limited Common Elements include the balconies and patios appurtenant to the Units, and the use of the balcony and patio is limited to the Owner of the Unit to which it is attached. The maintenance of the balconies and patios shall be the responsibility of and be at the expense of the Association.

5.03 Subject to any provisions of the Articles of Incorporation and By-Laws of the Association applicable thereto, a Unit Owner is entitled to one (1) vote for each Unit owned. If a Unit is owned by more than one person, the Owners of said Unit shall designate one (1) of them as the voting member, or, in the case of ownership by a corporation, an officer or an employee thereof shall be designated the voting member. The vote of a Unit shall not be divisible.

6. **CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION AND ENJOYMENT.**

6.01 The Condominium Parcel is a separate parcel of real property owned in fee simple.

6.02 There shall pass with a Unit as appurtenances thereto:

6.02.1 An undivided share in the Common Elements and Common Surplus and the right to use any applicable Limited Common Element.

6.02.2 The exclusive right to use the portion of the Common Elements as may be provided by this Declaration.

6.02.3 An exclusive easement for the use of the air spaces occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in air space which is vacated shall be terminated automatically.

6.02.4 A Unit Owner is entitled to the exclusive possession of his Unit, subject to the irrevocable right of the Association to access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements, or for making emergency repairs necessary to prevent damage to Common Elements or to another Unit or Units. A Unit Owner shall be



entitled to use the Common Elements in accordance with the purpose for which they are intended, but no use may hinder or encroach upon the lawful rights of other Unit Owners.

6.02.5 A Unit Owner is further entitled to use the outdoor pool and pool deck located on the commercial property immediately adjacent to the Condominium Property, as shown on Exhibit "A" attached hereto. This pool and pool deck do not constitute Common Area of the Condominium, but are and shall be available as a recreational amenity to Unit Owners. Unit Owners shall, as part of their annual assessment (as described in Articles 19 and 20 hereof), pay to the Developer or to the subsequent owner of the commercial property a monthly fee to be applied to defray the costs of maintenance and upkeep of the pool and pool deck.

7. **RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS**

7.01 The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit whether or not separately described.

7.02 The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered, except with the Unit.

7.03 The share in the Common Elements appurtenant to Units are undivided, and no action for partition of the Common Elements shall lie.

8. **COMMON ELEMENTS**

8.01 Common Elements include within their meaning the following items:

8.01.1 All Condominium Property which is not included within the Units, as identified on the plot plan and survey attached hereto as Exhibit "A."

8.01.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Unit and the Common Elements.

8.01.3 An easement of support in every portion of a Unit which contributes to the support of a building.

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

8.01.5 The parking area containing at least 179 unassigned parking spaces, as identified on the plot plan attached hereto as Exhibit "A," which shall be subject to such reasonable rules and regulations as may be promulgated by Association.

8.02 Any person having any interest under mortgages of record that encumber any portion of the Common Elements that are not satisfied prior to the recordation of this Declaration shall consent to the recordation of this Declaration; provided, however, that in lieu of joining in the execution of this

Declaration, any mortgagee may execute an appropriate consent or subordination agreement with the formalities required for deeds.

8.03 Recreational facilities may be expanded or added by the Developer without the consent of the Unit Owners or the Association.

## 9. AMENDMENT OF DECLARATION

9.01 Unless otherwise provided herein, the Declaration may be amended by two-thirds (2/3) of all of the Unit Owners by such two-thirds (2/3) of all Unit Owners executing a modification or amendment to this Declaration with the formalities of a deed and recording same in the Public Records of the County in which the Condominium is located or, in the alternative, this Declaration may be amended at any regular or special meeting of the Unit Owners called or convened, in accordance with the By-Laws, by the affirmative vote of voting members casting not less than two-thirds (2/3) of the total vote of the members of the Association and the execution by the Association of a certificate of the amendment with the formalities of a deed and recording same in the Public Records of the County in which the Condominium is located.

9.01.1 Such an amendment may not change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus, provided the record Owner of the Unit and all record owners of liens on it join in the execution of the amendment; further provided, however, that this section shall not apply to the acquisition of a Unit by the Association.

9.01.2 If it appears that through scrivener's error a Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses or that all the Common Expenses or interest in the Common Surplus or all of the Common Elements in that Condominium have not been distributed in this Declaration, so that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fails to equal one hundred percent (100%), or if it appears that more than one hundred percent (100%) of Common Elements or Common Expenses or ownership of Common Surplus have been distributed, the error may be corrected by filing an amendment to this Declaration approved by the Board of Directors or a majority of the Unit Owners. To be effective the amendment must be executed by the Association and the Owners of the Units and the owners of mortgages thereon affected by the modifications being made in the shares of Common Elements, Common Expenses or Common Surplus. No other Unit Owner is required to join in or execute the amendment.

9.01.3 The Common Elements designated by this Declaration may be enlarged by an amendment to the Declaration. The amendment must describe the interest in the property and must submit the property to the terms of this Declaration. The amendment must be approved and executed as provided herein. The amendment shall vest title in the Unit Owners part of the Common Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements which are appurtenant to the Unit owned by them.

9.01.4 No amendment shall be passed which shall impair or prejudice the rights and priorities of Mortgagees without the joinder in said amendment by all such affected Mortgagees.

Notwithstanding the foregoing, the consent or joinder of owners of liens on a Unit shall only be required for amendments materially affecting the rights or interest of the lien holder or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, provided that such a requirement provides that such consent may not be unreasonably withheld.

## 10. **TERMINATION**

The Condominium may be terminated in the following manner:

10.1 **AGREEMENT**. The Condominium may be terminated at any time by written agreement of the owners of at least three-fourths (3/4) of the Units and three-fourths (3/4) of the Mortgagees.

10.2 **"VERY SUBSTANTIAL DAMAGE"**. If the Condominium suffers "very substantial damage" to the extent defined in Section 14.07 below, and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

10.3 **CERTIFICATE OF TERMINATION; TERMINATION TRUSTEE**. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and certifying as the facts effecting the termination. The certificate shall also include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section 10 is recorded in the Public Records of Escambia County, Florida. The recording of that Certification of Termination automatically divests the Association and all unit owners of legal title, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property which was formerly the condominium property or association property, without need for further conveyance. Beneficial title to the former condominium and association property is owned by the former unit owners as tenants in common, in the same undivided shares as each owner previously owned in the common elements. Upon termination, each lien encumbering a condominium parcel shall be automatically transferred to the equitable share in the condominium property attributable to the unit encumbered by the lien, with the same priority. Termination incident to a merger of this Condominium with another shall not require designation of a Termination Trustee.

10.4 **WIND-UP OF ASSOCIATION AFFAIRS**. The termination of the Condominium does not, by itself, terminate the Association. The former unit owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, including the power to levy assessments, for the purpose of maintaining and protecting the property and winding up the affairs of the Association in accordance with this Section.

**10.5 TRUSTEE'S POWER AND DUTIES.** The Termination Trustee shall hold title to the property for the benefit of the former unit owners and their successors, assigns, heirs, devisees, mortgagees and other lien holders, as their interests shall appear. If the former unit owners approve a sale of the property as provided in this Section, the Termination Trustee shall have the power and authority to convey title to the real property, and to distribute the proceeds in accordance with the provisions of this Declaration. The Termination Trustee shall also have the power and authority to liquidate the assets of the Association upon its dissolution, and to distribute the proceeds as described herein. The Termination Trustee shall be entitled to charge a reasonable fee for acting in such capacity, and such fee, and all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former condominium and association property, and shall constitute a lien on the property superior to any other lien until paid. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee, unless such liabilities are the result of gross negligence or intentional wrongdoing. The Termination Trustee may rely upon written instructions and information provided by the officers, Directors and agents of the Association, and shall not be required to inquire beyond such information and instructions.

**10.6 PARTITION SALE.** Following termination, the former condominium property and association property may be partitioned and sold upon the application of any unit owner. If following a termination, at least seventy-five percent (75.0%) of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto. If the unit owners have not authorized a sale of the former condominium and association property within one (1) year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property without agreement by the former unit owners. The proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

**10.7 PROVISIONS SURVIVE TERMINATION.** The provisions of this Section 10 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy assessments, to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former condominium property, are common expenses, the payment of which is secured by a lien on the beneficial interest owned by each former unit owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

**11. EQUITABLE RELIEF**

In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and if the Property is not repaired, reconstructed or rebuilt 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.

12. **ENFORCEMENT OF MAINTENANCE**

In the event the Owner of a Unit violates the provisions hereof, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the provisions hereof; or the Association shall have the right to charge the Unit Owner for the necessary sums to correct the violation and to collect such charge. The Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units.

13. **MAINTENANCE, ALTERATION AND IMPROVEMENT**

13.01 **BY ASSOCIATION.** Except as specifically noted herein, the maintenance and operation of the Common Elements, the Limited Common Elements (balconies and patios) and all property owned by the Association shall be the responsibility of the Association and a common expense.

13.02. **ALTERATION AND IMPROVEMENTS.** There shall be no material alteration or further substantial improvement of Common Elements, Limited Common Elements or property owned by the Association without prior approval in writing by three-fourths (3/4) of all Unit Owners. The cost of such alteration or improvement shall be a special assessment. For any alteration or improvement of the Common Elements, Limited Common Elements or of property owned by the Association which is exclusively or substantially exclusively for the benefit of the condominium property or a Unit Owner or Unit Owners requesting same, the cost of such alteration or improvements shall be collected solely from the Unit Owner or Unit Owners exclusively or substantially exclusively benefiting, in such amounts as may be determined as fair and equitable by the Board of Directors of the Association. Any such amounts collected, however, shall not be in the nature of assessments.

13.03 **MAINTENANCE, REPAIR AND REPLACEMENT.** The Association shall maintain, repair and replace as common expense:

13.03.1 All portions of a Unit contributing to the support of the building, which portions shall include but not be limited to the outside walls of the buildings, all fixtures on the exterior thereof (except those contained on balconies or patios), boundary walls of a unit, floor slabs, load-bearing columns and load-bearing walls, but shall not include screening, windows, exterior doors, glass and interior surfaces of walls, ceilings and floors.

13.03.2 All conduits, plumbing but not fixtures, wiring and other facilities for the furnishing of utility services which are contained in the Unit but which service all or part of the building other than the Unit within which contained.

13.03.3 All incidental damage caused to a Unit by the work herein described shall be promptly repaired by the Association.

13.04 **BY THE UNIT OWNER.** The responsibility of the Unit Owner shall include:

13.04.1 To maintain, repair and replace at his sole and personal expense, all doors, windows, glass, screens (including windows, glass and screens located on the balcony or patio), electric panels, electric wiring, electric outlets and fixtures, air conditioning and heating units, including condensers and all appurtenances thereto wherever situated, if any, other appliances, fans, drains, plumbing fixtures and connections, interior services of all walls, floors and ceilings, carpeting and other floor coverings, and all other portions of his Unit, **except** the portions specifically to be maintained, repaired and replaced by the Association.

13.04.2 Not to repair, replace, decorate, paint, enclose, make alterations or change the appearance of any portion of the condominium parcel which is maintained by the Association or remove any portion thereof; not to paint or make any alteration, decoration, repair, replacement or change to any outside or exterior portion of the building, including doors, windows, screens, decks, patios, etc. without the prior written approval of the Board of Directors.

13.04.3 Not to make any alterations in the portions of the buildings of the common elements which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the buildings or the Common Elements which, in the sole option of the Board of Directors of the Association would detrimentally affect the architectural design of the buildings without first obtaining the written consent of the Board.

13.04.4 To restore the Unit and the undivided share of the Common Elements which is appurtenant to the unit to its original condition upon thirty (30) days' written notice from the Association of a violation of any provision contained herein. The Association may cause the restoration to be made at the expense of the Unit Owner in the event the Unit Owner fails to cause this restoration to be completed within said period, and the Unit Owner shall promptly reimburse the Association for the cost thereof. The Unit Owner shall further be liable for all damages to other Units, the Common Elements or the condominium property caused by the Unit Owner, his contractor, sub-contractor or employee, whether said damages were caused by negligence, accident or otherwise. The Association shall have a lien on the unit for the unpaid portion of the cost expended by the Association as herein described which lien and the enforcement thereof shall be as provided for in this Declaration.

13.04.5 To promptly report to the Association any defect or need for repairs which are the responsibility of the Association.

13.05 **ALTERATIONS BY THE DEVELOPER.** The Developer reserves the right to make alterations and improvements to the Common Elements, which alterations and improvements shall be described on an amendment to this Declaration executed by the Developer and shall not require the consent of the Association, Unit Owners, mortgagees or other person excepting the institutional mortgagee whose loan provided funds for the construction of the existing improvements until such construction loan has been satisfied.

#### **14. INSURANCE AND CONDEMNATION PROVISION**

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, and the Condominium Property required to be insured by the

Association pursuant to Paragraph 14.02 below. A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners at reasonable times.

The insurance, other than title insurance, which shall be carried upon the Condominium Property and property of the Unit Owners shall be governed by the following provisions:

**14.01 LIABILITY INSURANCE.** The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the Common Elements of the Condominium, and insuring the Association and the Unit Owners, as its and their interests appear, in such amount as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be One Million Dollars (\$1,000,000.00). Said insurance shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage. All liability insurance shall contain a cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner. Premiums for payment of such insurance shall be paid by the Association and charged as a Common Expense.

**14.02 CASUALTY INSURANCE:**

**14.02.1 PURCHASE OF INSURANCE.** The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association and all Unit Owners and their mortgagees, as their interests may appear, from a company acceptable to the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors. All hazard policies issued to protect the Condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls and windows, floors and ceilings of the individual Units initially installed, or replacements thereof like kind or quality, in accordance with the original plans and specifications, or as existed at the time the Unit was initially conveyed if the original specifications are not available. However, the word "building" shall not include floor coverings, wall coverings, ceiling coverings, electrical fixtures, appliances, air conditioners or heating equipment, water heaters, or built-in cabinets. With respect to the coverage provided for by this Paragraph, the Unit Owners shall be considered additional insureds under the policy. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and shall be charged as a Common Expense. The company or companies with which the Association shall place its insurance coverage, as herein provided, must be good and responsible companies, authorized to do business in the State of Florida.

**14.03 LOSS PAYABLE PROVISION.** All policies purchased by the Association shall be for the benefit of the Association, all Owners and their mortgagees, as their interests may appear. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. The Association shall receive such proceeds as are paid and hold the same in trust for the purposes herein stated, and for the benefit of the Association, the Unit Owners and their respective mortgagees (hereinafter sometimes collectively referred to as "Beneficial Owner").

**14.04 DISTRIBUTION OF PROCEEDS.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Beneficial Owners in the following manner:

**14.04.1 RECONSTRUCTION OR REPAIR.** If the damage for which the proceeds were paid is to be repaired and restored, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the Beneficial Owners (or retained, pursuant to Paragraph 14.08 below). All remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same. Said remittance shall be made solely to a First Mortgagee when requested by such First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt.

**14.04.2 FAILURE TO RECONSTRUCT OR REPAIR.** If it is determined, in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the Beneficial Owners; remittance to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same. Said remittance shall be made solely to a First Mortgagee when requested by such First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the Beneficial Owners as surplus in the manner provided in this Article 14, or retained pursuant to Paragraph 14.08 below.

**14.05 LOSS WITHIN A SINGLE UNIT.** If loss shall occur within a single Unit without damage of the Common Elements, the insurance proceeds shall be distributed to the Beneficial Unit Owner with remittances to said Unit Owner and his mortgagee being payable jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same; provided however, that such remittance shall be made solely to a First Mortgagee in the event its mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. Upon the payment of such remittance, the Unit Owner shall be fully responsible for the restoration of his Unit.

**14.06 LOSS LESS THAN "VERY SUBSTANTIAL".** Where a loss or damage occurs to more than one Unit, to the Common Elements, or to any Unit or Units and the Common Elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair or restore the damage caused by said loss. Where such loss or damage is less than "very substantial:"

**14.06.1** The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repairing and restoring.

**14.06.2** If the damage or loss is limited to the Common Elements, with no or inconsequential damage or loss to any individual Unit, and if such damage or loss to the Common Elements is less than Three Thousand Dollars (\$3,000.00), the Association shall promptly contract for the repair and restoration of the damage.



14.06.3 Subject to the provisions of 14.06.6 herein, if the damage or loss involves any individual Unit as well as the Common Elements, or if the damage is limited to the Common Elements alone, but is in excess of Three Thousand Dollars (\$3,000.00), the insurance proceeds shall be disbursed for the repair and restoration of the property upon the written direction and approval of the Association. All payees shall deliver paid bills and final releases and waivers of construction liens to the Association, and execute any Affidavit required by law or by the Association.

14.06.4 Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

14.06.5 If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination for the deficiency, levy a special Assessment against all Unit Owners in proportion to the Unit Owners' share in the Common Elements, for that portion of the deficiency as is attributable to the cost of restoration of the Common Elements, and a special charge against the individual Unit Owners for that portion of the deficiency as is attributable to his individual Unit; provided, however, that if the Board of Directors finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual Unit which has been damaged, then the Board of Directors shall levy the Assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the Common Elements just as though all of said damage had occurred in the Common Elements. The special charge is fully enforceable in the manner of foreclosing a mortgage upon real property. The special Assessment funds and special charge funds shall be added to the proceeds available for the repair and restoration of the property.

14.06.6 In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special Assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, that this provision may be waived by the Board of Directors in favor of any First Mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over.

14.07 **"VERY SUBSTANTIAL" DAMAGE.** As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-quarters (3/4) or more of the total unit space in any building comprising the Condominium Property is rendered untenantable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage on any of said buildings becomes payable. The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substantial" damage occur, then:

14.07.1 Thereupon, a membership meeting shall be called by the Board of Directors, to be held not later than thirty (30) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the Condominium subject to the following:

14.07.1.1 If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Unit Owners to replace insurance proceeds paid over to the First Mortgagees, are sufficient to cover the cost thereof so that no special Assessment is required, then the Condominium property shall be restored and repaired unless three-fourths (3/4) of the total votes of the members of the Condominium shall vote to abandon the Condominium, in which case the Condominium Property shall be removed from the provisions of the Condominium Act.

14.07.1.2 If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Unit owners to replace insurance proceeds paid over to the Institutional First mortgagees, are not sufficient to cover the cost thereof so that a special Assessment will be required, as set forth above, then a vote will be taken of the membership of this Condominium to determine whether the Condominium should be abandoned. Said Assessment shall be made and the Condominium property restored and repaired, unless two-thirds (2/3) of the total votes of the members of this Condominium shall vote to abandon.

14.07.1.3 Unless it is determined to abandon the Condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The proceeds shall be disbursed by the Association for the repair and restoration of the Property, as hereinabove provided. To the extent that any insurance proceeds are paid over to First Mortgagees, and in the event it is determined not to abandon the Condominium and to vote a special Assessment, the Unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said Unit Owner shall be liable to the Association for such sum.

14.07.2 In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Directors shall be binding upon all Unit Owners.

14.08 **SURPLUS.** It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Association after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors. In the event of distribution, then the Association shall distribute such balance to the Beneficial Owners of the fund in accordance with each Unit's undivided interest in the Common Surplus of the Association.

14.09 **PLANS AND SPECIFICATIONS.** Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors, which approval shall not be unreasonably withheld.

14.10 **ASSOCIATION'S POWER TO COMPROMISE CLAIM.** The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising the settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

14.11 **FIRST MORTGAGEE'S RIGHT TO ADVANCE PREMIUM.** Should the Association fail to pay insurance premiums required hereunder when due, or should the Association fail

to comply with other insurance requirements of the Mortgagee(s), said Institutional Mortgagee(s) shall have the right, at its (or their) option to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said Mortgagee(s) shall be subrogated to the Assessment and lien rights of the Association as against the individual Unit Owners for the payment of such item of Common Expense.

14.12 **WORKER'S COMPENSATION.** The Association shall maintain such Worker's Compensation insurance as may be required, from time to time, to meet the requirements of applicable law.

14.13 **OTHER INSURANCE.** The Association shall maintain such other insurance as the Board of Directors shall determine from time to time to be desirable.

14.14 Each individual Unit Owner shall be responsible for purchasing, as desired and at his own expense, liability insurance to cover accidents occurring within his own Unit, and for purchasing insurance upon electrical fixtures, appliances, air conditioners or heating equipment, water heaters, and built-in cabinets and his own personal property, and living expense insurance.

14.15 Anything in this Article 14 to the contrary notwithstanding, a First Mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged Unit in the same share as the share in the Common Elements appurtenant to such Unit, in the event:

14.15.1 Its mortgage is not in good standing and is in default; or, either

14.15.2 The insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or

14.15.3 It is determined to restore, repair or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such Mortgagee has not consented in writing to such change or alteration.

14.16 Notwithstanding anything contained herein to the contrary, in the event a loss occurs which is determined to have been attributable to a particular Unit and such loss causes damage to the Common Elements and/or other Units within the Condominium, then the Unit Owner of the Unit to which the loss is attributable shall be liable for the entire expense of the insured's policy deductible, if any. In the event a loss occurs to the Common Elements and/or more than one (1) Unit within the Condominium and such loss cannot be determined to have emanated from any particular Unit, then all Unit Owners within the Condominium -- in the event the damage is solely to the Common Elements or the Owners of the Units so damaged in the event the loss involves more than one (1) Condominium Unit -- shall bear the expense of the insured's policy deductible, if any, on a pro rata basis.

#### 14.17 **CONDEMNATION**

14.17.1 **DEPOSIT OF AWARDS WITH THE ASSOCIATION.** The taking of Condominium Property by condemnation shall be deemed to be a casualty and the awards for the taking

shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association. Even though awards may be payable to Unit owners, the Unit Owners shall deposit the awards with the Association; and in the event of failing to so do, the defaulting Unit Owner shall be liable to the Association in the amount of his award or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

14.17.2 **DETERMINATION WHETHER TO CONTINUE**

**CONDOMINIUM.** Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

14.17.3 **DISBURSEMENT OF FUNDS.** If the Condominium is terminated after condemnation, as provided herein, the proceeds of the awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Association after a casualty.

14.17.4 **UNIT REDUCED BUT TENANTABLE.** If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

14.17.4.1 **RESTORATION OF UNIT.** The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the Owner of the Unit shall be obliged to pay such excess amount.

14.17.4.2 **DISTRIBUTION OF SURPLUS.** The balance of the award, if any, shall be distributed to the Owner of the Unit and to each Mortgagee of the Unit, the remittance being made payable jointly to the Owner and Mortgagees in accordance with each Unit's undivided interest in the Common Surplus of the Association.

14.17.4.3 **ADJUSTMENT OF SHARES IN COMMON ELEMENTS.** If the floor area of the unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced by the proportion by which the floor area of the Unit is reduced by the taking, and then the share of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

14.17.5 **UNIT MADE UNTENANTABLE.** If the taking is of the 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 purpose in the order stated and the following changes shall be effected in the Condominium:

14.17.5.1 **PAYMENT OF AWARD.** The award shall be paid first to all First Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not tenantable; and then jointly to the Unit Owners of Units not tenantable and their Mortgagees in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments previously reserved for First Mortgagees; and the balance, if any, to repairing and replacing the Common Elements.

14.17.5.2 **ADDITION TO COMMON ELEMENTS.** The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

14.17.5.3 **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 of the total of the numbers representing the shares of these Owners as they exist prior to the adjustment.

14.17.5.4 **ASSESSMENTS.** If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

14.17.5.5 **ARBITRATION.** If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and Mortgagees of the Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of special performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the Owners in the Common Elements as they existed prior to the changes effected by the taking.

14.17.5.6 **TAKING OF COMMON ELEMENTS.** Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, 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 there is a mortgage of a Unit, the distribution shall be paid jointly to the Owner and the Mortgagees of the Unit.

14.17.5.7 **AMENDMENT OF DECLARATION.** The changes in Units, in the common Elements and in the ownership of the Common Elements that are affected by condemnation shall be evidenced by an amendment of this Declaration that shall be approved by two-thirds (2/3) of all Unit Owners whose ownership of the Common Elements are affected by such condemnation.

15. **LIENS**

15.01 Subsequent to recording the Declaration and while the Condominium Property remains subject to the Declaration, no liens of any nature, except any mortgage liens created by the Developer, are valid against the Condominium Property as a whole, except with the unanimous consent of the Unit Owners.

15.02 Labor performed or materials furnished to a Unit shall not be the basis for the filing of a lien pursuant to the Florida Construction Lien Law against the Unit or Condominium Parcel of any Unit Owner not expressly consenting to or requesting the labor or materials. Labor performed or materials furnished to the Common Elements are not the basis for a lien on the Common Elements, but if authorized by the Association, the labor or materials are deemed to be performed or furnished with the express consent of each Unit Owner and may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners are liable for the Common Expenses.

15.03 If a lien against two (2) or more Condominium Parcels becomes effective, each Owner may relieve his Condominium Parcel of the lien by exercising any of the rights of a property owner under Florida Statutes, Chapter 713, or by payment of the proportionate amount of said lien that is directly attributable to his Condominium Parcel. Upon such payment, the lienor shall release the lien of record for that Condominium Parcel.

16. **REMEDIES OF THE ASSOCIATION**

16.01 All rights, remedies or relief of whatsoever nature or kind provided in favor of the Association in this Declaration, the Exhibits hereto, the Rules and Regulations promulgated by the Board of Directors, and the Condominium Act shall be cumulative and non-exclusive and none shall exclude, jointly or severally, any other right, remedy or relief permitted by law or otherwise available to the Association.

16.02 Failure of the Association to enforce or declare a violation of the terms and conditions of this Declaration, the Exhibits hereto, the Rules and Regulations promulgated by the Board of Directors, or the Condominium Act upon any occurrence thereof, or any delay in taking any action in connection therewith, shall not be considered a waiver of such violation, and any express waiver of such violation (which must be in writing to be effective) shall not be considered a continuing waiver, and upon any subsequent violation the Association shall not be deemed to have waived its rights to declare such violation and exercise concurrently or severally any rights, remedies or relief the Association may have.

17. **THE ASSOCIATION**

17.01 The Articles of Incorporation creating the Association are attached hereto and made a part hereof as Exhibit "C." The operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which are attached hereto and made a part hereof as Exhibit "D." The By-Laws may be modified or amended as provided therein. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel without the prior written consent of all affected mortgagees. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or the title to Association Units.

17.02 The operation of the Condominium shall be by the Association, which must be a corporation not-for-profit. The Owners of Units shall be members of the Association. The officers and directors of the Association have a fiduciary relationship to the Unit Owners as provided by Florida law.

17.03 The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management and operation of the Condominium Property. After control of the Association is obtained by Unit Owners from the Developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest. The Association has the authority to maintain a class action; the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of any individual Unit Owner or class of Unit Owners to bring any action which may otherwise be available.

17.04 A Unit Owner does not have any authority to act for the Association by reason of being a Unit Owner.

17.05 The powers and duties of the Association include those set forth in this Section and those set forth in the Declaration and By-Laws if not inconsistent with this Declaration and the By-Laws.

17.06 The Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements, or of making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

17.07 The Association has the power to make and collect Assessments, and to lease, maintain, repair and replace the Common Elements.

17.08 The Association shall maintain accounting records for the Condominium according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

17.09 The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage and convey them.

17.10 The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association.

17.11 The Association has the authority, without the joinder of any Unit Owner, to modify or move any easement for ingress or egress or for the purposes of utilities if the easement constitutes part of or crosses the Condominium Property. This subsection does not authorize the Association to modify or move any easement created in whole or in part for the use or benefit of anyone, other than the Unit Owners, without their consent or approval as required by law or the instrument creating the easement.

17.12 Maintenance and repair of the Common Elements, except as otherwise provided herein, is the responsibility of the Association.

17.13 The Association may acquire, convey, lease or mortgage Association real property upon the approval of a majority of the total voting interests in the Association.

18. **MEMBERSHIP IN ASSOCIATION**

18.01 The Association was created to perform the acts and duties of the management of the Units and Common Elements defined and described in this Declaration, and to levy and enforce collection of Assessments necessary to perform said acts and duties.

18.02 All Unit Owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said Units.

19. **COMMON EXPENSES AND COMMON SURPLUS**

19.01 Common Expenses include the expenses of the operation, maintenance, repair or replacement of the Common Elements, utilities for the entire Condominium (except for electricity and water service, which will be the responsibility of each Unit Owner as to each individual Unit), costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by this Declaration, the documents creating the Condominium or the By-Laws.

19.02 Funds for the payment of Common Expenses shall be assessed against Unit Owners in the proportions or percentages provided in the Declaration. A Unit Owner's share of Common Expenses shall be in the same proportion as his ownership interest in the Common Elements.

19.03 Common Surplus is owned by Unit Owners in the same shares as their ownership interest in the Common Elements.

19.04 The cost of a master antenna television system or duly franchised cable television service supplied pursuant to a bulk contract shall be deemed a Common Expense in accordance with Section 718.115 of the Florida Statutes.

20. **ASSESSMENTS, LIABILITIES, LIEN AND PRIORITY; INTEREST COLLECTION**

20.01 A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the



grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

20.02 The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made.

20.03 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the maximum interest rate permitted by law, and at the sole discretion of the Board of Directors, a late charge not to exceed the limits set forth in applicable Florida law for each delinquent installment that the payment is late shall be due and payable.

20.04.1 The Association shall have a lien on each Condominium Parcel for unpaid Assessments, with interest and for reasonable attorney's fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of the County in which the Condominium Parcel is located.

20.04.2 Subject to the provisions of Article 20.06 hereof, the lien for Assessment shall be subordinate and inferior to the lien of any First Mortgagee recorded prior to the recording of the claim of lien of the Association regardless of when said Assessment was due, but shall not be subordinate and inferior to the lien of any other mortgage or lien of whatsoever nature or kind.

20.05.1 The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The remedies provided herein shall be non-exclusive and cumulative and shall not exclude any other remedy available to the Association by this Declaration, law or otherwise.

20.05.2 If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, and if ordered by the Court, the Unit Owner shall pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

20.05.3 The Association has the power to purchase the Condominium Parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

20.06 A First Mortgagee who acquires title to the Unit by foreclosure 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. However, the Mortgagee's liability for unpaid Assessments is limited by Section 718.116, Florida Statutes.

20.07 No person may acquire an interest in a Unit, except through foreclosure of a first mortgage of record or by acceptance of a deed in lieu of foreclosure, as specifically provided herein, including without limitation, persons acquiring title by operation of law and purchasers at judicial sales, until such time as all unpaid Assessments due and owing by the former Unit Owner have been paid.

20.08 Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him with respect to his Condominium Parcel. The holder of a

mortgage or other lien of record has the same right as to any Condominium Parcel upon which he has a lien.

20.09 No Unit Owner may be excused from the payment of his share of the Common Expenses of the Condominium unless all Unit Owners are likewise proportionately excused from payment, except as provided in Article 20.06 and except that the Developer may be excused from the payment of its share of the Common Expenses while its guarantee is in effect. Developer shall be excused from the payment of its share of the Common Expenses and Assessments relating to Units owned by Developer for the period ending on the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs. However, Developer must pay the portion of common expenses incurred during that period, if any, which exceed the amount assessed against the remaining Unit Owners.

20.10 Assessments shall include, but not be limited to, those charges against Unit Owners provided in Article 9 of the By-Laws, as well as this Declaration, Exhibits hereto, and the Condominium Act.

## 21. USE RESTRICTIONS.

21.01 A Condominium Unit shall not be used for commercial purposes but only as provided in the Bylaws, and for no other purposes. The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property or which will obstruct or interfere with the rights of the other Unit Owners or annoy them by unreasonable noise or otherwise; nor shall the Unit Owner commit or permit any nuisances, immoral or illegal acts in or about the Condominium Property. No clothes lines or similar devices shall be allowed on any portion of the Condominium Property by any person, firm or corporation without the written consent of the Board of Directors.

21.02 A Unit Owner may rent or lease his Unit for his own account without a property management company. However, in order to maintain uniformity and control, any rentals contracted through a property management company shall be through a single company designated and approved by the Association to operate the overall rental program for the Unit Owners.

21.03 Reasonable regulations concerning the use of the Common Elements and Limited Common Elements may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

21.04 Notwithstanding what is hereinabove provided in this Article 21, the Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices for the showing of the property and display signs, billboards, placards and visual promotional materials. The Developer shall have the right to use parking spaces for prospective purchasers and such other parties as the Developer, in its sole discretion, shall determine.

**22. TRANSFER OF ASSOCIATION CONTROL**

22.01 In accordance with the Condominium Act, there shall be a period of Developer control during which Developer, at its sole discretion, may appoint, remove and replace any Director, and the Board of Directors shall consist solely of Directors appointed by and determined by Developer. Unit Owners other than Developer shall be entitled to elect members of the Board of Directors at such times as are prescribed in Section 718.301, Florida Statutes, as follows:

**718.301      Transfer of association control.—**

(i) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the Board of Directors of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the Board of Directors of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the Declaration of Condominium.

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

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

22.02.2      Any action by the Association that would be detrimental to the sale of Units by the Developer in the sole discretion of the Developer; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sale of Units.

**23. RIGHTS RESERVED UNTO FIRST MORTGAGEES**

So long as any First Mortgagee(s) shall hold any mortgage upon any Condominium Unit(s) or shall be the owner of any Condominium Unit(s) and complies with the provisions of Section 23.05 hereof, such First Mortgagee(s) shall have the following rights, to-wit:

23.01 To be entitled to be furnished with at least one (1) copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statements and reports to be furnished, upon written demand, within ninety (90) days following the end of each calendar year.

23.02 To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

23.03 To be given notice of default by any member owning any Unit encumbered by a mortgage held by a First Mortgagee, such notice to be given in writing and sent to the principal office of such First Mortgagee or to the place which it or they may designate in writing to the Association.

23.04 To cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay any premium or premiums due from time to time on any insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit into an escrow depository satisfactory to the First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense and to contribute such other sums as may be required therefor to the end that there shall be on deposit in said escrow account at least one (1) month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor.

23.05 Whenever any First Mortgagee(s) desire(s) the provisions of this Article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property, which written notices shall identify the Condominium Parcel(s) upon which any such First Mortgagees hold any mortgage or mortgages or identifying any Condominium Parcel owned by it or them, and which notice shall designate the place to which notices are to be given by the Association to such First Mortgagee(s).

23.06 Premiums for insurance required to be placed by the Association shall be a Common Expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the First Mortgagee owning and holding the total highest dollar indebtedness against the Condominium Parcels in the Condominium Property, then said First Mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the monies

so advanced, plus interest thereon at the highest legal rate, said Mortgagee shall have a right of action against the Association and the individual Unit Owners for the repayment of any monies so advanced.

23.07 If two (2) or more First Mortgagees hold any mortgage or mortgagee upon any Condominium Parcel(s) and/or shall be the Owner of any Condominium Parcel(s), the exercise of the rights above-described or manner of exercising said rights shall vest in the First Mortgagee holding the total highest dollar indebtedness against Condominium Parcels in the Condominium Property, and the decision of such First Mortgagee shall be controlling.

23.08 **FHLMC GUIDELINES.** Notwithstanding anything contained in this Declaration to the contrary, it is the intent of Developer to comply with the requirements of the Federal Home Loan Mortgage Corporation (FHLMC) established as of the date hereof. Specifically, the following provisions are hereby made a part of this Declaration:

Except as provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least two-thirds (2/3) of the first mortgagees [based upon one (1) vote for each first mortgage owned] or Owners (other than the Developer) of the individual Condominium Units have given their prior approval, the Association shall not be entitled to:

- (1) By act or omission, seek to abandon or terminate the Condominium project;
- (2) Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of:
  - (i) Levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
  - (ii) Determining the pro rata share of ownership of each Condominium Unit in the Common Elements;
- (3) Partition or subdivide any Condominium Unit;
- (4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);
- (5) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than repair, replacement or reconstruction of such Condominium Property.

**24. DEVELOPER'S TENANTS**

It is understood and agreed by all parties hereto and all Unit Owners that certain units may be occupied by tenants of the Developer under lease agreements, or month-to-month tenancies, or other types of tenancies heretofore or hereinafter consummated and agreed upon. Such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements or other types of tenancies and to use and enjoy on a non-exclusive basis all Common Elements of the Condominium and the recreational facilities without any cost or expense.

**25. SALES ACTIVITY AND DEVELOPER'S RIGHTS**

Until the Developer has completed and sold all the Units of the Condominium, neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of Units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such completion and sale, including but not limited to, the maintenance of sales offices for the showing of the Property and display of signs, billboards, placards and visual promotional materials. It is specifically understood that the Developer has the right and authority to use a portion of the Common Elements of the Condominium for the purpose of sales and administrative office for so long as Developer has not sold all Units in the Condominium. The Developer may use unsold Units as model units or as sales offices for display purposes to prospective Condominium purchasers. The Developer shall have the right to use parking spaces for prospective purchasers and such other parties as Developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer.

**26. MISCELLANEOUS**

26.01 If any provision of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration, the By-Laws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

26.02 Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by regular mail, at their place of residence in the Condominium building, unless the Unit Owner has, by written notice, duly receipted for, specified a different address. Notices to the Association shall be delivered by regular mail to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

26.03 Each Unit Owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and By-Laws as they may exist from time to time. Failure to do so shall entitle the Association or any other Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association or in a proper case by or against one (1) or more Unit Owners, and the prevailing party shall be entitled to recover reasonable attorney's fees. Such relief shall not be exclusive of other remedies provided by law.

26.04 The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of the Condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a Unit Owner.

26.05 No Unit shall be occupied by more than the legal occupancy limit for that Unit.

26.06 A tenant of any Unit Owner or of the Developer has the same right to use the recreational facilities as that of the Owner of said Unit. In no event shall any individual or family, other than the individual or family residing in the Unit, their tenants and their guests, be entitled to use said recreational facilities.

26.07 This Declaration and all Exhibits hereto shall be binding upon and inure to the benefit of each Unit Owner, their heirs, personal representatives, successors, assigns and grantees, and any and all persons claiming by, through or under any Unit Owners.

26.08 The heading and captions used herein are for reference purposes only, are inserted solely as a matter of convenience, and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto.

26.09 Whenever the context so permits, the use of the singular shall include the plural, and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

**IN WITNESS WHEREOF**, the Developer has caused these presents to be signed in its name and on its behalf by the appropriate individuals on this 25th day of February, 2000.

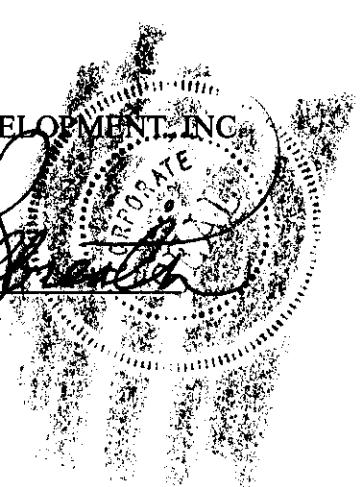
Signed, Sealed and Delivered  
in the Presence of:

1. Marcie Steed  
marcie steed

2. Tamecia J. Henry  
TAMECIA J. HENRY

JERRY M. GILBREATH DEVELOPMENT, INC.

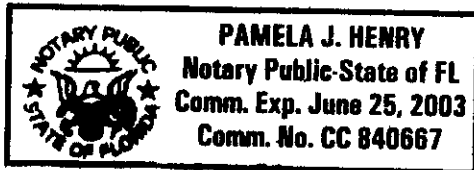
By: Jerry M. Gilbreath  
Jerry M. Gilbreath, President



STATE OF FLORIDA

COUNTY OF ESCAMBIA

This document was acknowledged before me this 25th day of February, 2000, by Jerry M. Gilbreath, the President of Jerry M. Gilbreath Development, Inc., a Florida corporation, on behalf of said corporation, who is personally known to me.



  
TYPED NAME: PAMELA J. HENRY  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 6/25/03



**JOINDER OF MORTGAGEE**

First American Bank of Pensacola, N.A., hereinafter called "LENDER," the owner and holder of a mortgage encumbering the property described in Exhibit "A" of this DECLARATION OF CONDOMINIUM FOR PURPLE PARROT VILLAGE, A CONDOMINIUM, which mortgage is that certain mortgage dated the 6TH day of MARCH, ~~1992~~2000 and recorded in Official Records Book 4439 at Page 1142 of the public records of Escambia County, Florida, to the extent it is required to do so under the laws of the State of Florida, join in making of the foregoing DECLARATION OF CONDOMINIUM and agree that the lien of said mortgage shall hereafter encumber each and every of the units as set forth in said DECLARATION, including but not limited to all of the undivided shares of the COMMON ELEMENTS.

LENDER:

First American Bank of Pensacola, N.A.

By: [Signature]

Its Vice

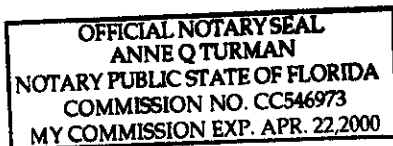
President

**STATE OF FLORIDA**

**COUNTY OF ESCAMBIA**

This document was acknowledged before me this 6TH day of MARCH 2000, by BRIAN P. BELL, the VICE-President of First American Bank of Pensacola, N.A., a banking corporation, on behalf of said corporation, who is personally known to me or who produced \_\_\_\_\_ as identification, and who is known to be the person described in the foregoing instrument; and he does acknowledge the execution thereof to be of his free act and deed for the uses and purposes therein expressed, on behalf of said corporation.

WITNESS my hand and official seal this 6TH day of MARCH, 2000.



Anne Q. Turman  
TYPED NAME: Anne Q. Turman  
NOTARY PUBLIC-STATE OF FLORIDA  
MY COMMISSION EXPIRES: \_\_\_\_\_

OR BK 4533 PG 1290  
Escambia County, Florida  
INSTRUMENT 00-714242

**EXHIBIT "A"**

**PURPLE PARROT VILLAGE, A CONDOMINIUM**

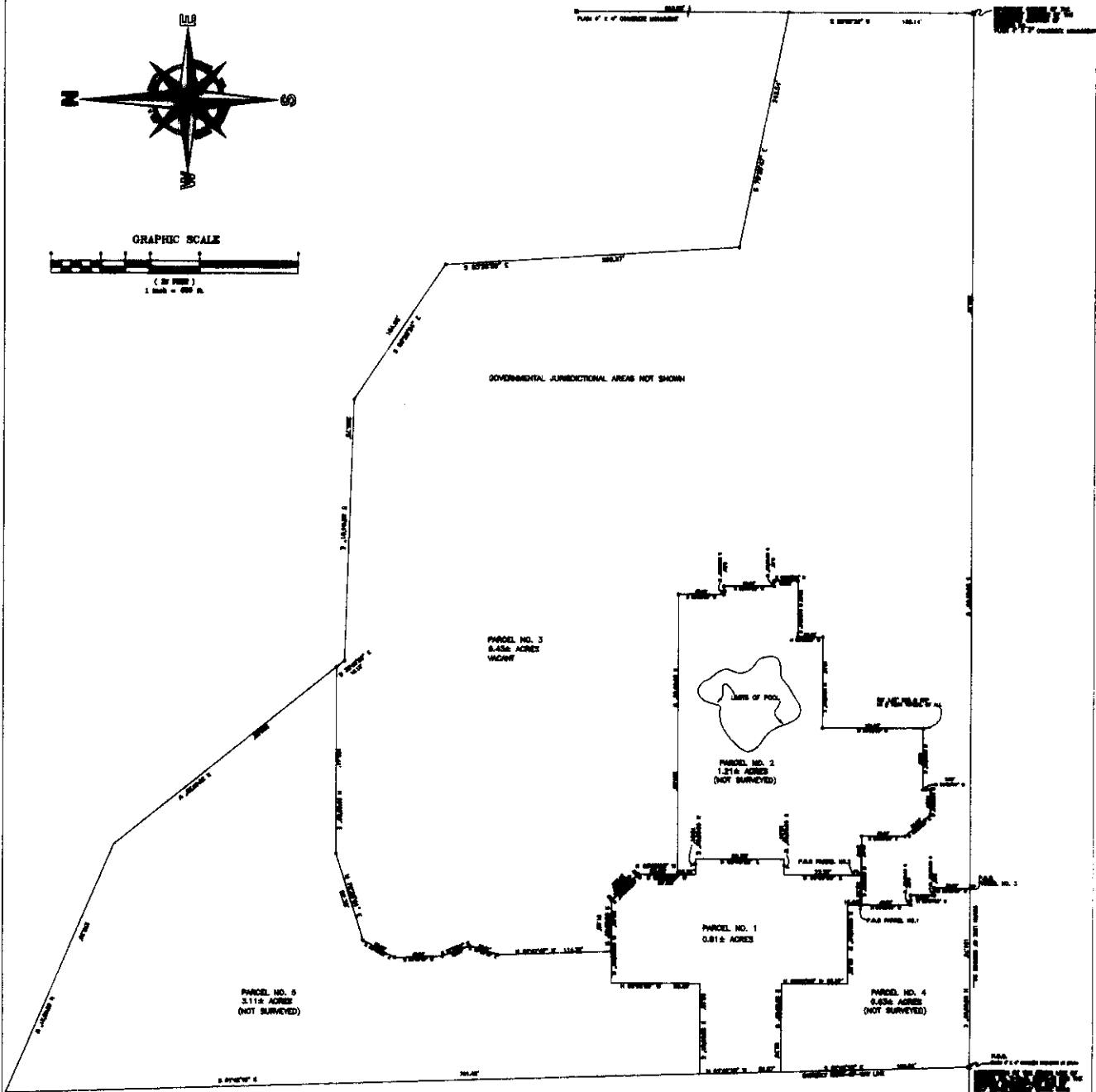
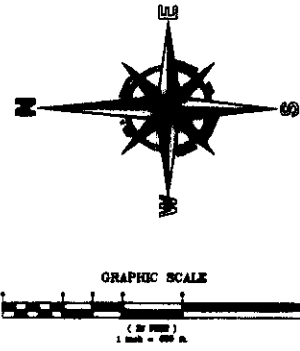
**LEGAL DESCRIPTION, SURVEY, PLOT PLAN  
FLOOR PLANS AND GRAPHIC DESCRIPTION**

**LEGAL DESCRIPTION**

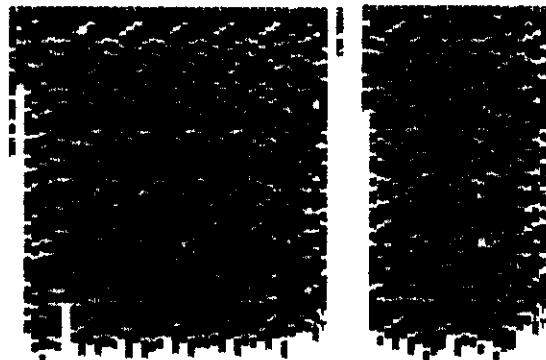
Legal description of the real property in Escambia County, Florida, which is the subject of the Declaration of Condominium of Purple Parrot Village, a Condominium, is attached hereto.

PARCEL NO.3

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 26, TOWNSHIP- 3- SOUTH, RANGE 32-WEST, ESCAMBIA COUNTY, FLORIDA AND THE EASTERLY RIGHT-OF-WAY LINE OF GULF BEACH HIGHWAY (STATE ROAD NO. 292, 100' R/W); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE OF SECTION 26 FOR 181.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 36.21 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR 7.30 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 23.52 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR 9.97 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 49.89 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 69.82 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 43.69 FEET; THENCE SOUTH 40 DEGREES 28 MINUTES 56 SECONDS EAST FOR 34.13 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 25.20 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 7.83 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 62.48 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 101.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 92.22 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 25.15 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 57.02 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 24.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR 5.46 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 50.54 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR 8.54 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 45.73 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR 284.80 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 39.65 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST FOR 37.88 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR 51.65 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 47 SECONDS WEST FOR 114.33 FEET; THENCE NORTH 17 DEGREES 48 MINUTES 13 SECONDS EAST FOR 29.81 FEET; THENCE NORTH 21 DEGREES 23 MINUTES 47 SECONDS WEST FOR 29.81 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 47 SECONDS WEST FOR 47.64 FEET; THENCE NORTH 28 DEGREES 40 MINUTES 52 SECONDS EAST FOR 36.63 FEET; THENCE NORTH 72 DEGREES 38 MINUTES 01 SECONDS WEST FOR 92.38 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 189.41 FEET; THENCE SOUTH 38 DEGREES 43 MINUTES 25 SECONDS EAST FOR 10.13 FEET; THENCE SOUTH 88 DEGREES 04 MINUTES 01 SECONDS EAST FOR 265.75 FEET; THENCE SOUTH 56 DEGREES 20 MINUTES 24 SECONDS EAST FOR 164.95 FEET; THENCE SOUTH 03 DEGREES 35 MINUTES 59 SECONDS EAST FOR 296.37 FEET; THENCE SOUTH 78 DEGREES 25 MINUTES 47 SECONDS EAST FOR 243.54 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 36 SECONDS WEST FOR 186.14 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 26; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 26 FOR 889.01 FEET TO THE POINT OF BEGINNING.  
CONTAINING 9.43 ACRES MORE OR LESS.

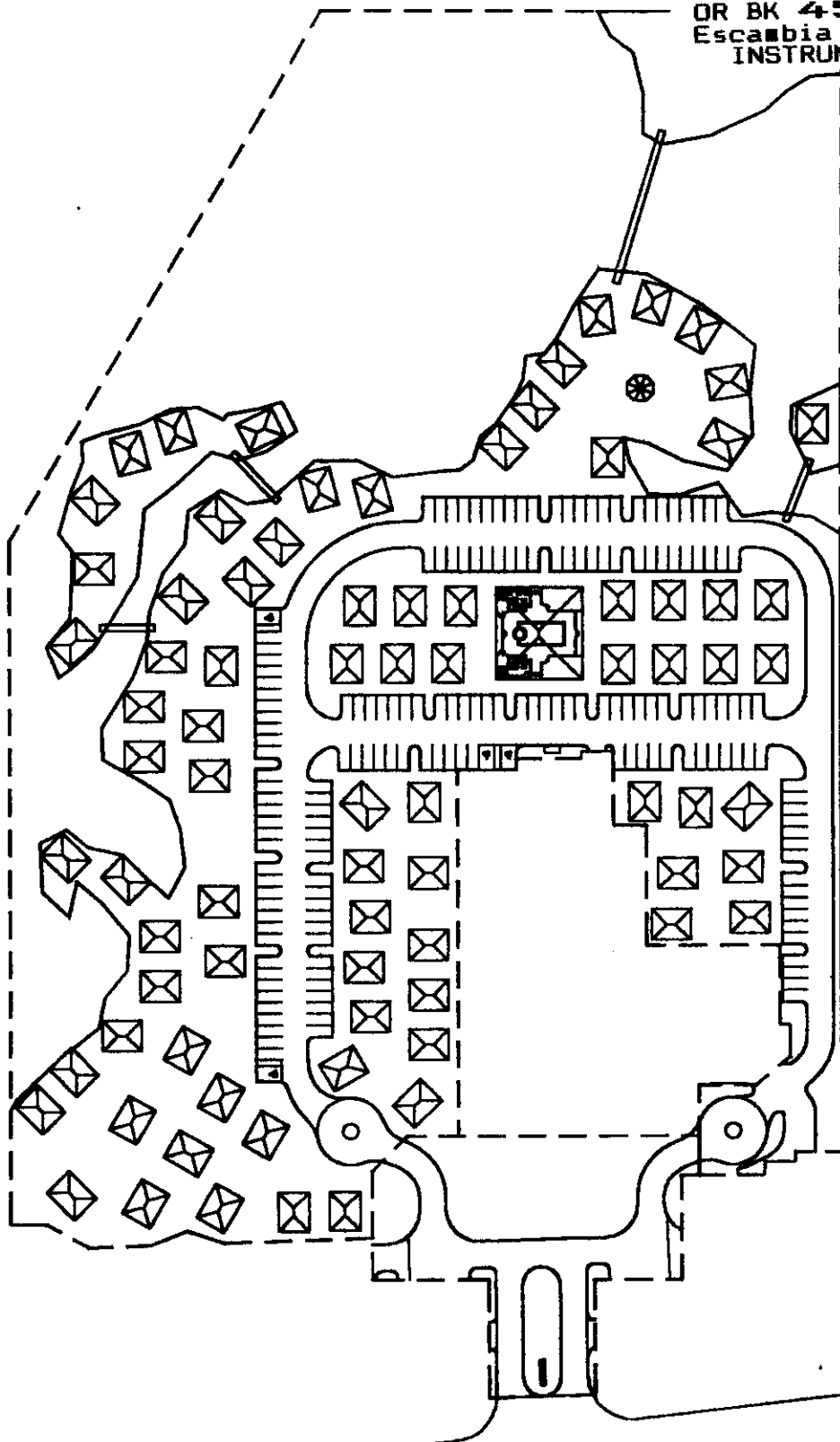


GULF BEACH HIGHWAY  
(ALSO KNOWN AS PERDIDO KEY DRIVE, STATE ROAD NO. 192. R/W VARIES)



WALTER LAND SURVEYING, INC.  
BOUNDARY SURVEY  
OF PARCEL NO. 3  
PURPLE PARROT DEVELOPMENT

NOTICE: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RECORDED SEAL OF A LICENSED SURVEYOR AND THE OFFICIAL.

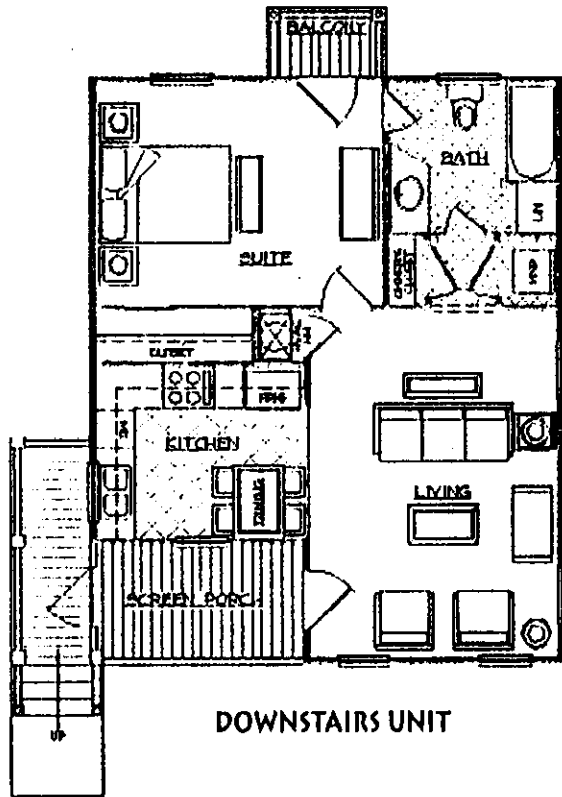


GULF BEACH HIGHWAY

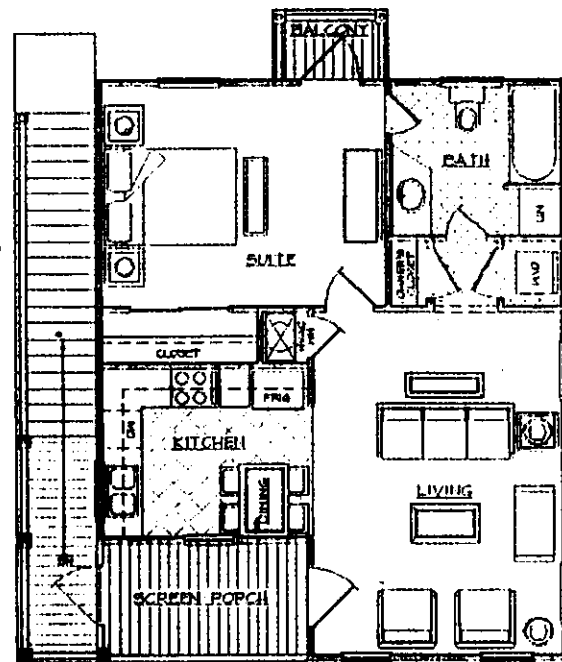
(ALSO KNOWN AS PERDIDO KEY DRIVE, STATE ROAD NO. 282; R/W VARIES)

PURPLE PARROT VILLAGE





DOWNSTAIRS UNIT



UPSTAIRS UNIT

## ONE BEDROOM

656 Sq/ft First Floor Heated and Cooled  
85 Sq/ft First Floor Balconies and Verandas  
656 Sq/ft Second Floor Heated and Cooled  
85 Sq/ft Second Floor Balconies and Verandas

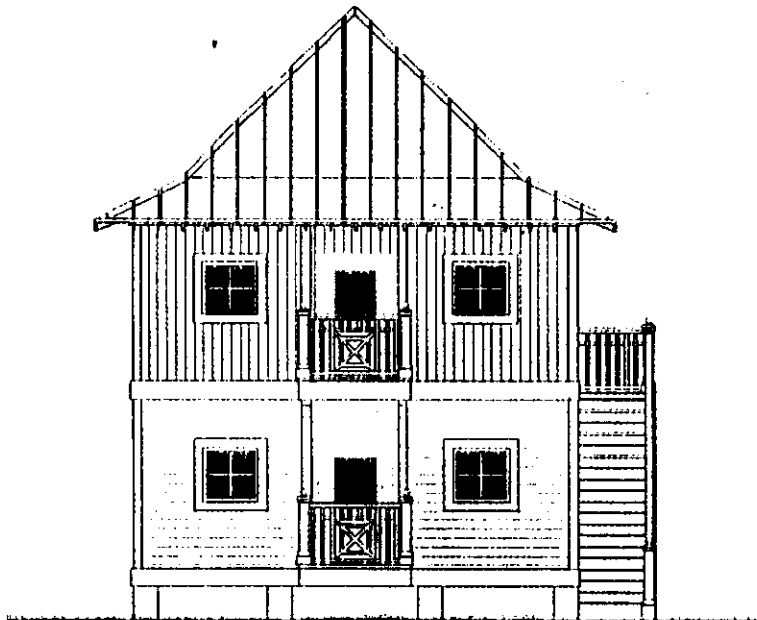
1312 Sq/ft Total Heated and Cooled  
170 Sq/ft Total Floor Balconies and Verandas





## **ONE BEDROOM**

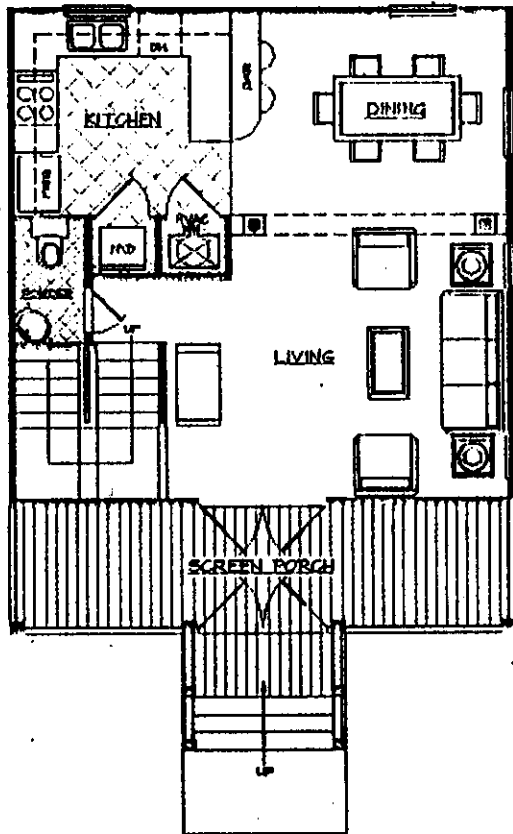
FRONT ELEVATION



## **ONE BEDROOM**

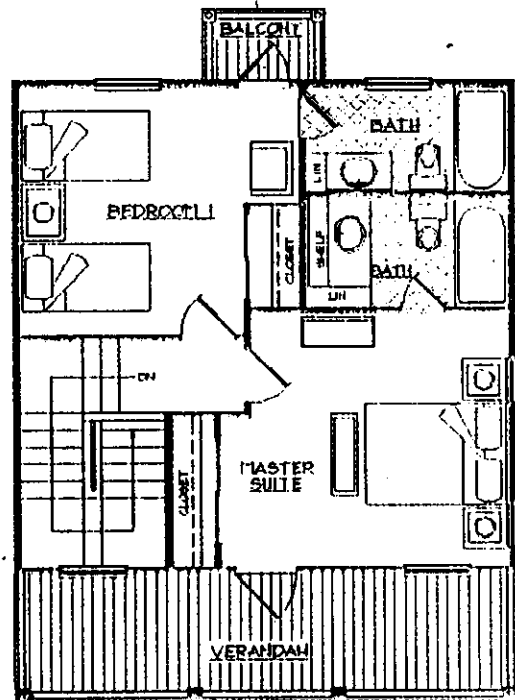
REAR ELEVATION





## TWO BEDROOM

### 1ST FLOOR



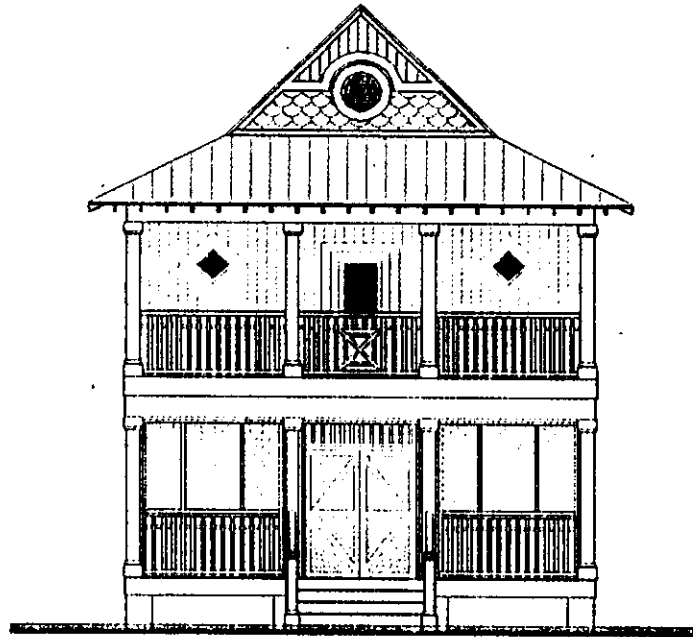
## TWO BEDROOM

### 2ND FLOOR

576 Sq/ft First Floor Heated and Cooled  
144 Sq/ft First Floor Balconies and Verandas  
576 Sq/ft Second Floor Heated and Cooled  
165 Sq/ft Second Floor Balconies and Verandas

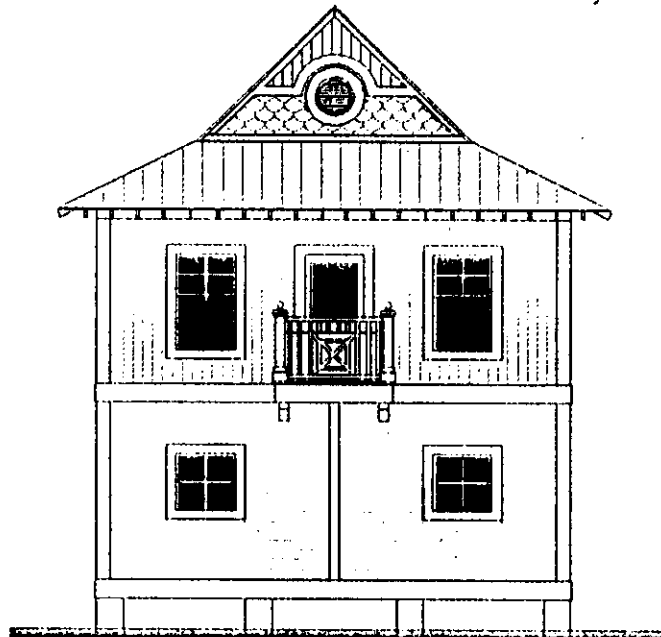
1152 Sq/ft Total Heated and Cooled  
309 Sq/ft Total Floor Balconies and Verandas





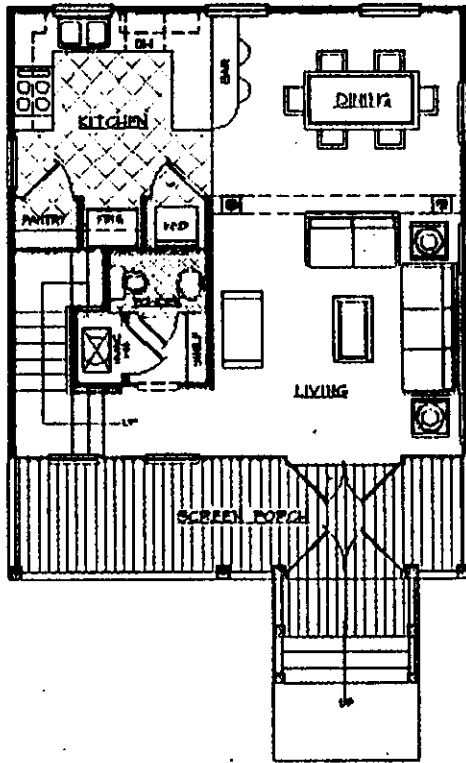
## **TWO BEDROOM**

FRONT ELEVATION



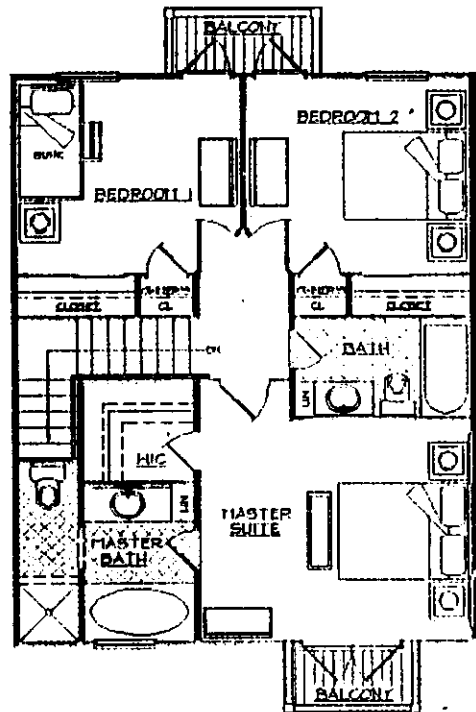
## **TWO BEDROOM**

REAR ELEVATION



## THREE BEDROOM

1ST FLOOR



## THREE BEDROOM

2ND FLOOR

576 Sq/ft First Floor Heated and Cooled  
144 Sq/ft First Floor Balconies and Verandas  
720 Sq/ft Second Floor Heated and Cooled  
52 Sq/ft Second Floor Balconies and Verandas

1296 Sq/ft Total Heated and Cooled  
196 Sq/ft Total Floor Balconies and Verandas





## **THREE BEDROOM**

FRONT ELEVATION



## **THREE BEDROOM**

REAR ELEVATION

**EXHIBIT "B"**

**PURPLE PARROT VILLAGE, A CONDOMINIUM**

**STATEMENT OF ENCLOSED SQUARE FOOTAGE, OWNERSHIP INTEREST  
NUMBER OF BEDROOMS AND NUMBER OF BATHROOMS**

---

The undivided share of the common elements and surplus appurtenant to each Condominium Unit, and the sharing of liability for common expenses, shall be as set forth as attached. Shares are determined by the relationship of the square footage of each Unit to the total Units' square footage.

<u>TYPE</u>	<u>ENCLOSED SQUARE FEET</u>	<u>NUMBER OF UNITS</u>	<u>OWNERSHIP INTEREST</u>	<u>NUMBER OF BEDROOMS AND BATHS</u>
1 BR	656	68	656/100480	1 and 1
2BR	1152	26	1152/100480	2 and 2.5
3BR	1296	20	1296/100480	3 and 2.5

TOTAL ENCLOSED SQUARE FEET: 100,480

TOTAL NUMBER OF UNITS: 114 Units

PURPLE PARROT ISLAND RESORT

UNIT NUMBER	UNIT TYPE	BEDROOMS	BATHROOMS	UNDIVIDED INTEREST
A1	3B	3	2.5	1296/100480
A2	3B	3	2.5	1296/100480
A3	2B	2	2.5	1152/100480
A4U	1B	1	1	656/100480
A4D	1B	1	1	656/100480
A5U	1B	1	1	656/100480
A5D	1B	1	1	656/100480
A6U	1B	1	1	656/100480
A6D	1B	1	1	656/100480
A7U	1B	1	1	656/100480
A7D	1B	1	1	656/100480
A8U	1B	1	1	656/100480
A8D	1B	1	1	656/100480
A9U	1B	1	1	656/100480
A9D	1B	1	1	656/100480
A10U	1B	1	1	656/100480
A10D	1B	1	1	656/100480
A11	2B	2	2.5	1152/100480
A12U	1B	1	1	656/100480
A12D	1B	1	1	656/100480
A13U	1B	1	1	656/100480
A13D	1B	1	1	656/100480
A14U	1B	1	1	656/100480
A14D	1B	1	1	656/100480
A15	2B	2	2.5	1152/100480
A16U	1B	1	1	656/100480
A16D	1B	1	1	656/100480
A17U	1B	1	1	656/100480
A17D	1B	1	1	656/100480
A18	2B	2	2.5	1152/100480
A19U	1B	1	1	656/100480
A19D	1B	1	1	656/100480
B1U	1B	1	1	656/100480
B1D	1B	1	1	656/100480
B2	2B	2	2.5	1152/100480
B3	2B	2	2.5	1152/100480
B4U	1B	1	1	656/100480
B4D	1B	1	1	656/100480
B5	3B	3	2.5	1296/100480
B6U	1B	1	1	656/100480
B6D	1B	1	1	656/100480
B7U	1B	1	1	656/100480
B7D	1B	1	1	656/100480
B8	3B	3	2.5	1296/100480

PURPLE PARROT ISLAND RESORT (CONT.)

UNIT NUMBER	UNIT TYPE	BEDROOMS	BATHROOMS	UNDIVIDED INTEREST
B9	3B	3	2.5	1296/100480
B10	2B	2	2.5	1152/100480
B11U	1B	1	1	656/100480
B11D	1B	1	1	656/100480
B12	3B	3	2.5	1296/100480
B13U	1B	1	1	656/100480
B13D	1B	1	1	656/100480
B14	2B	2	2.5	1152/100480
C1	3B	3	2.5	1296/100480
C2U	1B	1	1	656/100480
C2D	1B	1	1	656/100480
C3	3B	3	2.5	1296/100480
C4	3B	3	2.5	1296/100480
C5U	1B	1	1	656/100480
C5D	1B	1	1	656/100480
C6	3B	3	2.5	1296/100480
C7	3B	3	2.5	1296/100480
C8U	1B	1	1	656/100480
C8D	1B	1	1	656/100480
C9	2B	2	2.5	1152/100480
C10	2B	2	2.5	1152/100480
C11	2B	2	2.5	1152/100480
C12	3B	3	2.5	1296/100480
C13U	1B	1	1	656/100480
C13D	1B	1	1	656/100480
C14U	1B	1	1	656/100480
C14D	1B	1	1	656/100480
C15	3B	3	2.5	1296/100480
C16	3B	3	2.5	1296/100480
C17	3B	3	2.5	1296/100480
C18U	1B	1	1	656/100480
C18D	1B	1	1	656/100480
C19U	1B	1	1	656/100480
C19D	1B	1	1	656/100480
C20	3B	3	2.5	1296/100480
C21	2B	2	2.5	1152/100480
C22	2B	2	2.5	1152/100480
C23	2B	2	2.5	1152/100480
C24	2B	2	2.5	1152/100480
C25U	1B	1	1	656/100480
C25D	1B	1	1	656/100480
C26U	1B	1	1	656/100480
C26D	1B	1	1	656/100480
C27U	1B	1	1	656/100480

PURPLE PARROT ISLAND RESORT (CONT.)

UNIT NUMBER	UNIT TYPE	BEDROOMS	BATHROOMS	UNDIVIDED INTEREST
C27D	1B	1	1	656/100480
C28U	1B	1	1	656/100480
C28D	1B	1	1	656/100480
C29U	1B	1	1	656/100480
C29D	1B	1	1	656/100480
C30	3B	3	2.5	1296/100480
C31	2B	2	2.5	1152/100480
C32	2B	2	2.5	1152/100480
C33	3B	3	2.5	1296/100480
C34U	1B	1	1	656/100480
C34D	1B	1	1	656/100480
C35	2B	2	2.5	1152/100480
C36	3B	3	2.5	1296/100480
C37U	1B	1	1	656/100480
C37D	1B	1	1	656/100480
C38	2B	2	2.5	1152/100480
C39	2B	2	2.5	1152/100480
C40	2B	2	2.5	1152/100480
C41	2B	2	2.5	1152/100480
C42	2B	2	2.5	1152/100480
C43	2B	2	2.5	1152/100480
C44	2B	2	2.5	1152/100480
C45	2B	2	2.5	1152/100480
C46U	1B	1	1	656/100480
C46D	1B	1	1	656/100480
C47	3B	3	2.5	1296/100480



**EXHIBIT "C"**

**PURPLE PARROT VILLAGE, A CONDOMINIUM**

**ARTICLES OF INCORPORATION OF  
PURPLE PARROT VILLAGE CONDOMINIUM ASSOCIATION, INC.**

**ARTICLES OF INCORPORATION**

FILED

**OF**

99 JUL 13 PM 3:34

**PURPLE PARROT VILLAGE CONDOMINIUM ASSOCIATION, INC.**

**(A Florida Corporation Not-For-Profit)**

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned incorporators, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end we do, by these Articles of Incorporation, certify as follows:

**EXPLANATION OF TERMINOLOGY**

The terms contained in these Articles of Incorporation, which are contained in the Declaration of Condominium of Purple Parrot Village, a Condominium ("Declaration"), creating PURPLE PARROT VILLAGE CONDOMINIUM ASSOCIATION, INC., shall have the meaning of such terms set forth in the Declaration.

**ARTICLE I**

**NAME AND ADDRESS**

The name of this Association shall be PURPLE PARROT VILLAGE CONDOMINIUM ASSOCIATION, INC., whose present address is 13555 Perdido Key Drive, Pensacola, Florida 32507.

**ARTICLE II**

**PURPOSE OF ASSOCIATION**

The purpose for which this Association is organized is to maintain, operate and manage Purple Parrot Village, a Condominium ("Condominium"), and to operate, lease, trade, sell and otherwise deal with the personal and real property thereof.

**ARTICLE III**

**POWERS**

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit and all powers set forth in the Florida Statutes, Chapter 718 (the "Act"), and Florida Statutes, Chapter 617, and under the terms of the Declaration, these Articles and the By-Laws of the Association which are not in conflict with the Act.

B. The Association shall have all of the powers of an owners' association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To make, establish and enforce reasonable Rules and Regulations governing the Condominium and the use of Units;
2. To make, levy, collect and enforce Special Assessments and Annual Assessments against Owners and to provide funds to pay for the expenses of the Association and the maintenance, operation and management of the Condominium in the manner provided in the Declaration, these Articles, the By-Laws and the Condominium Act, and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;
3. To maintain, repair, replace and operate the Condominium in accordance with the Declaration, these Articles, the By-Laws and the Act;
4. To reconstruct improvements of the Condominium in the event of casualty or other loss in accordance with the Declaration;
5. To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the Act; and
6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation and management of the Condominium, and to enter into such other agreements that are consistent with the purpose of the Association.

#### **ARTICLE IV**

##### **MEMBERS**

The qualification of Members, the manner of their admission to membership in the Association, the manner of the termination of such membership and voting by Members shall be as follows:

A. Membership in the Association shall be established by the acquisition of ownership of a Condominium Unit in Purple Parrot Village, a Condominium, as evidenced by the recording of an instrument of conveyance amongst the public records of Escambia County, Florida, whereupon the membership in the Association of the prior Owner thereof, if any, shall terminate. New Members shall, within thirty (30) days of the recordation thereof, deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

B. Owners of each Unit as members of the Association shall have one (1) vote for each Unit owned by such Unit Owner provided, however, in the event that a Unit is owned by more than one person, the persons owning said Unit are entitled to cast a single vote in the manner provided for in the Declaration and By-Laws.

C. Within seventy-five (75) days after Unit Owners, other than the Developer, Jerry M. Gilbreath Development, Inc., own fifteen percent (15.0%) or more of the Condominium Units in Purple Parrot Village, a Condominium, the Association shall call and give not less than sixty (60) days notice of a meeting of Unit Owners for the purpose of Unit Owners, other than the Developer, to elect one-third of the Board of Directors. Thereafter, annual meetings of Members shall be held on the date as specified in the By-Laws; provided, however, that the meeting at which the Unit Owners other than the Developer become entitled to elect a majority of the Board of Directors, shall be deemed to be the annual meeting in respect of said year, and with respect to said year, it shall not be necessary than an annual meeting be held on the date specified in the By-Laws. An annual meeting shall be held no less than once a year, regardless of the date in which the Turnover Meeting occurs or the date in which fifteen percent (15.0%) of the Units have closed and in which Unit Owners, other than the Developer, are entitled to elect one member to the Board of Directors.

D. No Member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his Condominium Unit.

E. With respect to voting, the Members as a whole shall vote. Each Condominium Unit with respect to all matters upon which Owners (other than the Developer) are permitted or required to vote as set forth in the Declaration, these Articles or By-Laws shall be entitled to one (1) vote for each Unit owned, which vote shall be exercised and cast in accordance with the Declaration, these Articles and the By-Laws.

## ARTICLES V

### TERM

The term for which this Association is to exist shall be perpetual.

## ARTICLE VI

### INCORPORATOR

The name and address of the Incorporator of this corporation are as follows:

#### NAME

Bruce A. Marsteller

#### ADDRESS

14180 Perdido Key Drive, Suite 3  
Pensacola, Florida 32507

## ARTICLE VII

### OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary, the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such Officers shall be elected annually by the Board at the first meeting of the Board; provided, however, that such Officers may be removed by such Board and other persons may be elected by the Board as such Officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other Officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible.

## ARTICLE VIII

### FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President:	Jerry M. Gilbreath
Vice President:	Bruce A. Marsteller
Secretary:	Brad Lee Patterson
Treasurer:	Bruce A. Marsteller

## ARTICLE IX

### BOARD OF DIRECTORS

A. The form of administration of the Association shall be by a Board of not less than three (3) nor more than seven (7) Directors.

B. The names and addresses of the persons who are to serve as the first Board of Directors ("First Board") are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jerry M. Gilbreath	13555 Perdido Key Drive Pensacola, Florida 32507
Bruce A. Marsteller	14180 Perdido Key Drive, Suite 3 Pensacola, Florida 32507
Brad L. Patterson	1556 Park Place South Highway 59 North Gulf Shores, Alabama 39547

C. The First Board shall serve until the initial election meeting, as provided in Paragraph D below, or until thirty (30) days after the sending of notice by Developer to the Association that Developer voluntarily waives its right to continue to designate all of the members of the First Board,

whereupon the First Board shall resign and be succeeded by the initial elected Board to be elected as provided in Paragraph D below.

D. Within seventy-five (75) days after the Unit Owners, other than the Developer, are entitled to elect a member of the Board of Directors of the Association, in accordance with the Act and the Declaration, the Association shall call, and give not less than sixty (60) days notice of an election for the members of the Board of Directors. The election shall proceed as provided in Florida Statutes Chapter 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 of Directors, the Developer shall forward to the Division of Condominiums the name and mailing address of the Unit Owner Board Member.

## **ARTICLE X**

### **INDEMNIFICATION**

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. The foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

## **ARTICLE XI**

### **BY-LAWS**

The By-Laws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws and the Act. Notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors under the Act, the By-Laws may be amended by a majority of the Board of Directors, provided that such amendment shall not increase the proportion of Common Expenses nor decrease the ownership of Common Elements borne by the Unit Owners or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Such an amendment need only be executed and acknowledged by the Association, through its Board of Directors, and the consent of the Unit Owners, the Association, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

## **ARTICLE XII**

### **AMENDMENTS**

A. Prior to the recording of the Declaration amongst the public records of Escambia County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of

such amendment, and a certified copy of such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of any such Declaration.

B. After the recording of the Declaration amongst the public records of Escambia County, Florida, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Members) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first passed by either the Board or the Members. After such approval of a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Members must be by a vote of a majority of the Members present at a meeting of the membership at which a quorum (as determined in accordance with the By-Laws) is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum (as determined in accordance with the By-Laws) is present.

C. A copy of each amendment shall be certified by the Secretary of State and recorded amongst the public records of Escambia County, Florida.

D. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of the Developer, including the right to designate and select the Directors as provided in Article IX hereof, or the provisions of this Article XII, without the prior written consent therefor by Developer.

E. Notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, these Articles may be amended by a majority of the Board of Directors under the Act, provided that such amendment shall not increase the proportion of Common Expenses nor decrease the ownership of Common Elements borne by the Unit Owners or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Said amendment need only be executed and acknowledged by the Association and the consent of the Unit Owners, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

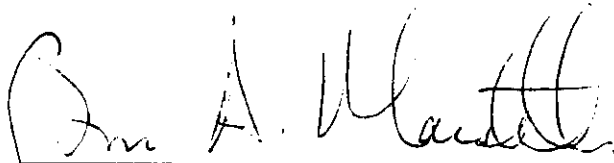
### ARTICLE XIII

#### REGISTERED AGENT

The name and address of the initial Registered Agent is:

Bruce A. Marsteller  
14180 Perdido Key Drive, Unit 3  
Pensacola, Florida 32507

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature on this 12<sup>th</sup> day of July, 1999.

  
Bruce A. Marsteller

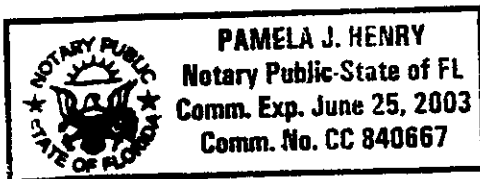
OR BK 4533 PG1312  
Escambia County, Florida  
INSTRUMENT 00-714242

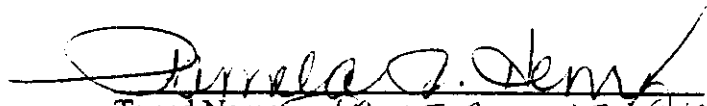
STATE OF FLORIDA

COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above, to take acknowledgements, personally appeared Bruce A. Marsteller, to me known to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed. He is (X) personally known to me or ( ) produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State aforesaid, this 12th day of July, 1999.



  
Typed Name: PAMELA J. HENRY  
Notary Public-State Of Florida  
My Commission Expires: 6/25/03



## ACKNOWLEDGEMENT BY DESIGNATED REGISTERED AGENT

Having been named to accept service of process for the above-stated Not-For-Profit Corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act relative to keeping open said office.

DATED this 12<sup>th</sup> day of July, 1999.

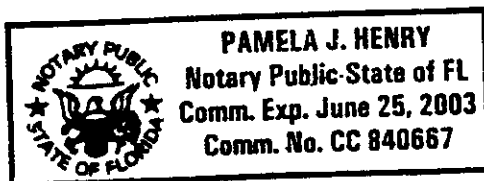
By: Bruce A. Marsteller  
Bruce A. Marsteller

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this 12<sup>th</sup> day of July, 1999, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Bruce A. Marsteller, to me known to be the individual described in and who executed the foregoing instrument as Registered Agent to the Articles of Incorporation of PURPLE PARROT VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not-For-Profit, and he acknowledged to me that he signed and executed such instrument for the uses and purposes therein stated. He is personally known to me.

IN WITNESS WHEREOF, I have set my hand and official seal in the County and State aforesaid on the day and year last above written.



PAMELA J. HENRY  
Typed Name: PAMELA J. HENRY  
Notary Public-State Of Florida  
My Commission Expires: 6/25/03

FILED  
99 JUL 13 PM 3:34  
NOTARY PUBLIC  
TALLAHASSEE, FLORIDA

**EXHIBIT "D"**

**PURPLE PARROT VILLAGE, A CONDOMINIUM**

**BY-LAWS OF  
PURPLE PARROT VILLAGE CONDOMINIUM ASSOCIATION, INC.**

**BY-LAWS**  
**OF**  
**PURPLE PARROT VILLAGE CONDOMINIUM ASSOCIATION, INC.**

(A Florida Corporation Not-for-Profit)

**ARTICLE I**  
**ORGANIZATION**

**SECTION 1.** The name of this organization shall be PURPLE PARROT VILLAGE CONDOMINIUM ASSOCIATION, INC.

**SECTION 2.** The organization may change its name in accordance with the procedures for amending the Articles of Incorporation provided for in Article XII of the Articles of Incorporation.

**ARTICLE II**

**PURPOSES**

The following are the purposes for which this organization has been established:

**SECTION 1.** To serve the recreational and maintenance needs of the Owners of the Condominium Units constructed upon the real property described on Exhibit "A" of the Declaration of Condominium of Purple Parrot Village, a Condominium. A copy of these By-laws is attached to the Declaration of Condominium of Purple Parrot Village as Exhibit "D."

**SECTION 2.** To maintain, manage, operate, administer and improve the real property upon which the common facilities of the Condominium are to be constructed; and further, to maintain the facilities and improvements, including personal property, thereon.

**SECTION 3.** For the purposes set forth in the Articles of Incorporation of this organization and the Declaration of Condominium of Purple Parrot Village, a Condominium.

**SECTION 4.** For such other purposes as the Board of Directors may from time to time deem necessary for the efficient operation of the recreational facilities and Common Elements and Limited Common elements contemplated hereby.

## ARTICLE III

### MEETINGS OF MEMBERSHIP

**SECTION 1. PLACE:** All meetings of the Association membership shall be held at the office of the Association or such other place as may be designated by the Board of Directors in the notice.

**SECTION 2. ANNUAL MEETING:**

A. The first Annual Meeting shall occur within one hundred (100) days of the issuance of the final Certificate of Occupancy of the last unit within the Condominium, signifying the completion and approval of construction, and annually thereafter. All members of the Board of Directors to be elected by Unit Owners, other than the Developer, shall be elected by plurality vote. The Developer shall have the right to appoint all members of the Board of Directors, unless and until required otherwise by the provisions of the Articles of Incorporation, Declaration of Condominium and Florida Statutes.

B. Subsequent to the first Annual Meeting, regular annual meetings shall be held in the month of February of each year upon a date appointed by the Board of Directors. No meeting shall be held on a legal holiday. At least fourteen (14) days prior to the Annual Meeting, unless a Unit Owner waives, in writing, the right to receive notice of the Annual Meeting by mail, written notice, including an agenda, shall be mailed by regular mail to each member of the Association at the address which the Developer initially identifies for that purpose. Where the Unit is owned by more than one (1) person, the Association shall provide notice, for meetings and all other purposes, to the address initially identified by the Developer and, thereafter, as one (1) or more of the Unit Owners shall so advise the Association in writing, or if no address is given or the Unit Owners do not agree, to the address provided on the deed of record. An officer of the Association or the manager or other person providing notice of the Association meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that the notice was mailed or hand delivered in accordance herewith, to each Unit Owner at the address last furnished to the Association. Notice shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days preceding the Annual Meeting. Upon notice to the Unit Owners the Board shall, by duly adopted rule, designate a specific location on the Condominium Property upon which all notices of Unit Owners' meetings shall be posted.

C. At the Annual Meetings, the membership of the Association shall elect, by plurality vote, a Board of Directors and transact such other business as may properly come before the meeting. The Directors so elected at the Annual Meeting shall constitute the Board of Directors until the next Annual Meeting of the members of the Association and the election and qualification of their successors.

**SECTION 3. MEMBERSHIP LIST:** At least fifteen (15) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by Condominium Units, shall be produced and kept for said fifteen (15) day period and during the

election at the office of the Association and shall be open to examination by any member during such period.

**SECTION 4. SPECIAL MEETINGS:**

A. Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute [including but not limited to the provisions of Chapter 718.112(2), Florida Statutes], regarding the percentage required to call certain special meetings, regarding budgets and recall of Board members, shall be called by the President or Secretary at the request, in writing, of members holding not less than ten percent (10%) of the voting interest in the Association. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a Special Meeting of members, stating time, place and object thereof, shall be mailed by regular mail to each member entitled to vote thereat, at such address as appears on the books of the Association, at least five (5) days before such meeting. However, written notice of any meeting at which non-emergency special assessments or at which amendments to rules regarding Units will be proposed, discussed or approved shall be mailed or delivered to the Unit Owners and posted conspicuously on the Association Property no less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association.

C. Business transactions at all Special Meetings shall be confined to the purposes stated in the notice thereof.

**SECTION 5. PROXIES:** Votes may be cast in person or by proxy in accordance with applicable law. Proxies must be filed with the Secretary of the Association prior to the meeting. If more than one (1) person owns a Condominium Unit (such as husband and wife), all must sign the proxy for it to be valid.

**SECTION 6. QUORUM:** The presence in person or representation by written proxy of the members holding at least fifty percent (50%) of the total voting interest in the Association shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute or by these By-Laws. If, however, such quorum shall not be present, the President, or in his absence, the Vice President, or in his absence, any other appropriate officer or director may adjourn the meeting to a time within fifteen (15) days thereof at the same place to be announced at the meeting by the person adjourning same and a notice of such new meeting to be posted conspicuously upon the Condominium Property forty-eight (48) continuous hours preceding the meeting. The meeting shall continue to be adjourned in this manner until a quorum shall be present or represented. Notwithstanding anything contained herein to the contrary, at such new meeting or meetings (if additional meetings are necessary in order to obtain the reduced quorum as hereinafter provided), the presence in person or representation by written proxy of the members holding at least one-third (1/3) of the voting interest of the Association shall be requisite to and shall constitute a quorum at such new meeting or meetings; it being intended that, in the event a majority quorum cannot be obtained at any meeting of the members, the quorum requirement be reduced for the purposes of the new meeting or meetings to

which the original meeting is adjourned only. At such new meeting or meetings, if necessary, at which a quorum (at least one-third (1/3) of the voting interest of the Association present in person or represented by proxy) exists, any business may be transacted which might have been transacted at the meeting originally called. Although any proxy shall be valid at the original meeting and any lawfully adjourned meeting or meetings thereof, the Condominium Act shall control (in the event it limits the validity of proxies, as it presently does, for a period no longer than ninety (90) days after the date of the first meeting for which it was given). F.S. 718.112(2)(b)3.

**SECTION 7. VOTE REQUIRED TO TRANSACT BUSINESS:** When a quorum is present at any meeting, a majority of the Unit Owners' total votes present in person or represented by written proxy at such meeting shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the statutes or the Declaration of Condominium or by these By-Laws, a different vote is required, in which case such express provisions shall govern and control the voting on such issues.

**SECTION 8. RIGHT TO VOTE AND DESIGNATION OF VOTING MEMBERS:**  
If a Condominium Unit is owned by one (1) person, his right to vote shall be established by the recorded title to the Unit. If a Condominium Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded Owners of the Unit and filed with the Secretary of the Association. If a Condominium Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the President or the Vice President, attested to by the Secretary of the corporation and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "Voting Member." If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than one (1) person or by a corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. If a Condominium Unit is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

- A. They may, but they shall not be required to, designate a Voting Member.
- B. If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As provided herein, the vote of a Unit is not divisible).
- C. Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Unit vote just as though he or she owned the Unit individually and without establishing the concurrence of the absent person.

**SECTION 9. WAIVER AND CONSENT:** Whenever the vote of a member at a meeting is required or permitted by any provision of the statutes or these By-Laws to be taken in connection

with any action of the Association, the meeting and vote of members may be dispensed with if the members holding a majority of the Unit Owners' total votes which would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

**SECTION 10. ORDER OF BUSINESS:** The proposed order of business at all meetings of the Association will be:

- A. Determination of a Quorum;
- B. Proof of Notice of Meeting or Waiver of Notice;
- C. Reading of minutes of Prior Meeting;
- D. Officers' Reports;
- E. Committee Reports;
- F. Unfinished Business;
- G. New Business; and
- H. Adjournment.

**SECTION 11. ELECTION OF BOARD:** The members of the Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by resignation or otherwise. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. A second notice of the date of the election shall be mailed or delivered by the Association prior to the scheduled election. The Division shall by rule establish voting procedures consistent with the provisions contained herein, including rules providing for the secrecy of ballots. 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 votes must cast a ballot in order to have a valid election of members of the Board of Directors. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes. The regular election shall occur on the date of the Annual Meeting.

**SECTION 12. UNIT OWNER PARTICIPATION:** Unit Owners shall have the right to participate in meetings of Unit Owners with reference to all designated agenda items. However, the Board of Directors may adopt reasonable rules governing the frequency, duration and manner of

Unit Owner participation. Any Unit Owner may tape record or videotape a meeting of the Unit Owners, subject to rules adopted by the Division.

## **ARTICLE IV**

### **VOTING**

**SECTION 1.** The Owner(s) of each Condominium Unit shall be entitled to one (1) vote. If a Condominium Unit Owner owns more than one (1) Unit, he shall be entitled to vote for each Unit owned. The vote of a Condominium Unit shall not be divisible.

**SECTION 2.** For the election of Directors, voting shall be by secret ballot. When voting by ballot (for Directors or otherwise), the Chairman of the meeting, immediately prior to the commencement of balloting, shall appoint a committee of three (3) members who will act as "Inspectors of Election" and who shall, at the conclusion of the balloting, certify in writing the results, and such certificate shall be annexed to the Minutes of the meeting.

## **ARTICLE V**

### **BOARD OF DIRECTORS**

**SECTION 1.** The business of this Association shall be governed by a Board of Directors consisting of not less than three (3) persons, the exact number to be determined by the Board of Directors from time to time, which shall not be greater than seven (7) and shall be an odd number. All Directors, other than the Developer or his designated agents, shall be members of the Association.

**SECTION 2.** The Board of Directors shall have the control and management of the affairs and business of this Association and shall have the right to establish reserves or Assessments for betterment of the Condominium Property. Said Board of Directors shall only act in the name of the Association when it shall be regularly convened by its Chairman and after due notice to all Directors of such meeting.

**SECTION 3.** All meetings of the Board of Directors of the Association shall be open to the members of the Association and notices of such meetings, stating the place and time thereof and including an identification of agenda items, shall be posted conspicuously at least forty-eight (48) continuous hours prior to any such meeting to call the members' attention thereto; provided, however, in the event of an emergency, said notice shall not be required. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one (1) of the members of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors.

**SECTION 4.** The organizational meeting of a newly-elected Board of Directors (at which meeting officers for the coming year shall be elected) shall be held within ten (10) days of the election of the new Board at such time and place as shall be fixed by the Chairman of the meeting at which they were elected.



**SECTION 5.** A majority of the members of the Board of Directors in person or by proxy shall constitute a quorum, and the meetings of the Board of Directors shall be held regularly at such time and place as the Board of Directors shall designate.

**SECTION 6.** Each Director shall have one (1) vote.

**SECTION 7.** The Board of Directors may make such rules and regulations covering its meeting as it may, in its discretion, determine necessary.

**SECTION 8.** The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

**SECTION 9.** Special meetings of the Board of Directors may be called by the President or, in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of Special Meetings shall state the purpose of the meeting.

**SECTION 10.** Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are represented at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meeting; however, the notice, required under Article V, Section 3, shall still be posted.

**SECTION 11.** Vacancies in the Board of Directors shall be filled as follows:

A. If the vacancy is a Board member appointed by the Developer, the Developer shall have the right to designate the replacement Director.

B. If the vacancy is for a Director who has been elected by other than the Developer, the vacancy shall be by a majority vote of those Directors who have been elected by Unit Owners other than the Developer, subject to the provisions of Section 718.112(2)(j), Florida Statutes. Any such Director shall serve for the balance of the term of the vacating Director.

**SECTION 12.** The President of the Association, by virtue of his office, shall be Chairman of the Board of Directors and preside at meetings of the membership. The removal process of Directors herein described shall not apply to Directors elected, appointed or designated by the Developer who may remove any such Director in its sole discretion and who shall thereafter designate the successive Director.

**SECTION 13.** A Director may be removed either with or without cause at any time by a vote of the majority of the Association's membership at any regular or special meeting of the

membership of the Association (except for the first Board of Directors and except as provided in Article IX of these By-Laws); provided that before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is made, and such Director is given an opportunity to be heard at such meeting should he be present, prior to the vote of his removal.

**SECTION 14.** The first Board of Directors as designated by the Developer shall consist of:

<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
Jerry M. Gilbreath	13555 Perdido Key Drive Pensacola, Florida 32507
Bruce A. Marsteller	14180 Perdido Key Drive, Suite 3 Pensacola, Florida 32507
Brad L. Patterson	1556 Park Place South Highway 59 North Gulf Shores, Alabama 39547
Edward W. Bushaw	13555 Perdido Key Drive Pensacola, Florida 32507
Janis Manger	13555 Perdido Key Drive Pensacola, Florida 32507

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting as set forth in Article III, Section 2(A) of these By-Laws; provided, however, that any and all of said Directors shall be subject to replacement by the Developer.

**SECTION 15.**      **POWER AND DUTIES:** The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not prohibited by law or by the Declaration of Condominium, this Association's Articles of Incorporation, or these By-Laws, or directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

A.      To exercise all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation, these By-Laws and in the Condominium Act, and all powers incidental thereto.

B.      To make and levy special and regular Assessments, collect said Assessments, and use and expend the Assessments to carry out the purposes and powers of the Association.

C. To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the Common Elements and facilities, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

D. To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities, and the use and maintenance of the Condominium Units therein, and the recreational area and facilities.

E. To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

F. Designate one (1) or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association; provided, however, that the powers of a committee shall be limited, and no committee shall be entitled to assume all the powers of the Board of Directors. Such committees shall consist of at least three (3) members of the Association, one (1) of whom shall be a director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committees shall keep regular minutes of their proceedings and report the same to the Board of Directors as required.

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

H. To use and expend the Assessments collected to maintain, care for and preserve the Condominium Units, the Common Elements, the Limited Common Elements over which the Association is obligated to maintain, care for and preserve, and the Condominium Property (other than the interiors of the Condominium Units which are to be maintained, cared for and preserved by the individual Condominium Unit Owners).

I. To pay taxes and assessments levied and assessed against any real property the corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation.

J. For the purpose of maintenance, repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units, each Owner of a Condominium Unit grants a perpetual easement in the event of an emergency to the then existing Board of Directors or its duly authorized

agents to enter into his Condominium Unit at any reasonable time (or at any unreasonable time if the necessities of the situation should require).

K. To repair and replace Common Element and Limited Common Element facilities, machinery and equipment.

L. To insure and keep insured the Owners against loss from public liability and to carry such other insurance as required by the Declaration of Condominium or as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration of Condominium.

M. To review all complaints, grievances or claims of violations of the Declaration of Condominium, Exhibits thereto, the Condominium Act and the Rules and Regulations promulgated by the Association and to levy fines in accordance with the Condominium Act, and to establish a uniform procedure for determining whether such violations occurred and whether fines should be levied. Such procedure may be set forth in the Rules and Regulations promulgated by the Board of Directors. At a minimum, such Rules and Regulations shall provide that:

(i) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

(a) A statement of the date, time and place of the hearing;

(b) A statement of the provisions of the Declaration, Condominium By-Laws or Association rules and regulations which have allegedly been violated; and

(c) A short and plain statement of the matters asserted by the Association.

(ii) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material or evidence considered by the Association.

(iii) The hearing will be held before a committee of other Unit Owners. The committee will consist of three (3) Unit Owners selected by the Board.

N. To collect delinquent assessments by suit or otherwise to abate nuisances and to enjoin or seek damages from Unit Owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Directors.

O. To adopt hurricane shutter specifications which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications by the Board. The installation, replacement and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements within the meaning of this Section.

**SECTION 16.** Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of Board meetings shall be posted.

## **ARTICLE VI**

### **OFFICERS**

**SECTION 1.** The principal officers of the Association shall consist of the President, Vice President, Secretary and Treasurer.

**SECTION 2.** The President shall preside at all membership meetings. He shall be a Director and shall, by virtue of his office, be Chairman of the Board of Directors. He shall present at each Annual Meeting of the Association an Annual Report of the work of the Association. He shall appoint all committees, temporary or permanent. He shall see to it that all books, reports and certificates, as required by law, are properly kept or filed. He shall be one of the officers who may sign the checks or drafts of the Association. He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

**SECTION 3.** The Vice President may or may not be a Director and shall, in the event of the absence or inability of the President to exercise his office, become acting President of the Association with all the rights, privileges and powers of said office.

**SECTION 4.** The Secretary shall:

- A. Keep the Minutes and records of the Association in appropriate books.
- B. File any certificate required by any statute, Federal or State.
- C. Give and serve all notices to members of this Association.
- D. Be the official custodian of the records and seal, if any, of this Association.
- E. Be one of the officers required to sign the checks and drafts of the Association.
- F. Present to the membership at any meetings any communication addressed to him as Secretary of the Association.

G. Submit to the Board of Directors any communications which shall be addressed to him as Secretary of the Association.

H. Attend to all correspondence of the Association and exercise all duties incident to the office of the Secretary.

I. All or a portion of the duties of the Secretary may be fulfilled by a management company in the discretion of the Board of Directors.

**SECTION 5.** The Treasurer shall:

A. Have the care and custody of all monies belonging to the Association and shall be solely responsible for such monies or securities of the Association. He shall cause to be deposited in a regular business bank or trust company a sum not exceeding an amount authorized by the Board of Directors and the balance of the funds of the Association shall be deposited in a savings bank, except that the Board of Directors may cause such funds to be invested in such investments as shall be legal for a savings bank in the State of Florida.

B. Be one of the officers who shall be authorized to sign checks or drafts of the Association; no special fund may be set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it.

C. Render at such stated periods as the Board of Directors shall determine a written account of the finances of the Association, and such report shall be physically affixed to the Minutes of the Board of Directors at such meeting.

D. All or a portion of the duties of the Treasurer may be fulfilled by a management company in the discretion of the Board of Directors.

**SECTION 6.** No officer or Director shall, for reason of his office, be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent an officer or Director from receiving any compensation from the Association for duties other than as a Director or officer.

**ARTICLE VII**

**SALARIES**

The Board of Directors shall hire and fix the compensation of any and all employees which they, in their discretion, may determine to be necessary in the conduct of the business of the Association. However, no member of the Board of Directors or an officer of the Association shall be paid any compensation for carrying out their duties.

## **ARTICLE VIII**

### **COMMITTEES**

All committees of this Association shall be appointed by the majority of the Board of Directors for whatever period of time is designated by said Board of Directors.

## **ARTICLE IX**

### **FINANCES AND ASSESSMENTS**

**SECTION 1. DEPOSITORIES:** The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by two (2) officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association. Notwithstanding the above, however, the Board of Directors may assign and delegate to a management company the right to sign checks for and on behalf of the Association, in which event the constraints of this subsection shall not be applicable.

**SECTION 2. FISCAL YEAR:** The fiscal year for the Association shall begin on the first day of January each year and end on the last day of December of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

### **SECTION 3. DETERMINATION OF ASSESSMENTS:**

A. The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium and recreational facilities. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions and percentages of sharing Common Expenses as provided in the Declaration of Condominium. Said Assessments shall be payable monthly in advance unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular Assessments, and shall be payable in the manner determined by the Board of Directors.

B. When the Board of Directors has determined the amount of any Assessment, the Treasurer of the Association shall mail or present to each Unit Owner a statement of said Unit Owner's Assessment. All Assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

C. The Board of Directors shall adopt an operating budget for each fiscal year.

**SECTION 4. APPLICATION OF PAYMENTS AND COMMINGLING OF FUNDS:**

All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association shall not be commingled. All Assessment payments by a Unit Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances, as provided herein and in the Declaration of Condominium, and general or Special Assessments, in such manner and amounts as the Board of Directors determines in its sole discretion. No managers or business entity required to be licensed or registered under Section 468.432, Florida Statutes, and no agent, employee, officer or director of the Association shall commingle any Association funds with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes.

**ARTICLE X**

**MINUTES**

Minutes of all meetings of the Association and the Board of Directors shall be kept in a business-like manner and be made available for inspection by Unit Owners and Board members at all reasonable times.

**ARTICLE XI**

**COMPLIANCE AND DEFAULT**

**SECTION 1.** In the event of a violation (other than the nonpayment of an Assessment) by the Unit Owner in any of the provisions of the Declaration of Condominium, of these By-Laws or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

A. An action at law to recover its damages on behalf of the Association or on behalf of the other Unit Owners;

B. An action in equity to enforce performance on the part of the Unit Owner;



C. An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or

D. A fine which shall be levied by the Board of Directors in an amount and manner set forth in the Rules and Regulations promulgated by the Board of Directors. Notwithstanding anything contained herein to the contrary, a fine shall not become a lien on the Unit.

Any remedy contained in the Declaration of Condominium, Exhibits thereto, the Condominium Act and/or Rules and Regulations promulgated by the Association (including but not limited to the foregoing) shall be cumulative and in addition to any and all other remedies provided by such documents or the laws of the State of Florida.

**SECTION 2.** Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, of his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company. Any repair or replacement required, as provided in this Section, shall be charged to said Unit Owner as a specific item and the Association shall have a right to collect said charges.

**SECTION 3.** In any proceeding arising because of an alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court, including appellate proceedings. In addition, the parties to a proceeding shall have any right to attorney's fees that may occur under Section 718.303 and Section 718.125, Florida Statutes.

**SECTION 4.** The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition of the future.

## ARTICLE XII

### INDEMNIFICATION

The Association shall indemnify every Director and officer, their heirs, personal representatives and administrators, against all loss, cost and expense reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Director and/or officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein they shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director and/or officer may be entitled.

## **ARTICLE XIII**

### **LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of ownership in the Condominium shall not relieve or release any such Owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

## **ARTICLE XIV**

### **LIENS**

**SECTION 1.** All liens against a Condominium Unit, other than for permitted mortgages, taxes or Special Assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and Special Assessments upon a Condominium Unit shall be paid before becoming delinquent as provided in these Condominium documents or by law, whichever is sooner.

**SECTION 2.** A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and Special Assessments, within five (5) days after the attaching of the lien.

**SECTION 3.** Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner received notice thereof.

**SECTION 4.** Failure to comply with this Article XIV concerning liens will not affect the validity of any judicial sale.

**SECTION 5.** The Association may maintain a register of all permitted mortgages and, at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Board of Directors of the Association may make such charges as it deems appropriate against the applicable Unit for supplying the information provided herein.

## **ARTICLE XV**

### **AMENDMENTS TO THE BY-LAWS**

These By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners provided that:

- A. Notice of the meeting shall contain a statement of the proposed amendment.

B. If the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the Unit Owners present in person or by proxy at such meeting.

C. If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the Unit Owners present in person or by proxy at the meeting.

D. Said amendment shall be recorded and certified as required by the Condominium Act. Notwithstanding anything above to the contrary, until one of the events in Section 22.01 of the Declaration of Condominium occurs, these By-Laws may not be amended without a prior resolution requesting the said amendment from the Board of Directors.

E. Notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors under the Condominium Act, the By-laws may be amended by a majority of the Board of Directors, provided that such amendment shall not increase the proportion of Common Expenses nor decrease the ownership of Common Elements borne by the Unit Owners or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Said amendment need only be executed and acknowledged by the Association and the consent of the Unit Owners, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

## **ARTICLE XVI**

### **CONSTRUCTION**

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions (or portions thereof) of this instrument shall nevertheless be and remain in full force and effect.

Headings are provided herein for convenience purposes only and shall not be construed for interpreting the meaning of any provisions of these By-Laws.

## **ARTICLE XVII**

### **MANDATORY ARBITRATION**

All internal disputes arising from the operation of the Condominium among the Unit Owners, Association and their agents and assigns, may be subject to mandatory non-binding arbitration in accordance with Section 718.1255, Florida Statutes.

**ARTICLE XVIII**

**FIDELITY BONDS**

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 section, 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.

**ARTICLE XIX**

**GOVERNING DOCUMENTS**

The documents governing this Condominium and ownership of Condominium Parcels therein shall include the Declaration of Condominium of Purple Parrot Village, a Condominium, these Bylaws, the Articles of Incorporation and pertinent provisions of law, all as may be amended from time to time.

The foregoing were adopted as the By-Laws of PURPLE PARROT VILLAGE CONDOMINIUM ASSOCIATION, INC. at the first meeting of its Board of Directors on this \_\_\_\_ day of October, 1999.

\_\_\_\_\_  
Secretary

APPROVED:

\_\_\_\_\_  
President

**EXHIBIT "E"**

**PURPLE PARROT VILLAGE, A CONDOMINIUM**

**NON-EXCLUSIVE INGRESS, EGRESS  
AND UTILITIES EASEMENT**

Prepared by:  
Stephen B. Shell, of  
SHELL, FLEMING, DAVIS & MENGE  
Post Office Box 1831  
Pensacola, Florida 32598-1831  
SFD&M File No. B1292-24292

**STATE OF FLORIDA**

**COUNTY OF ESCAMBIA**

**NON-EXCLUSIVE INGRESS, EGRESS  
AND UTILITIES EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS** that **JERRY M. GILBREATH**, the owner of that certain land described as attached in Exhibit "A" hereto, as Grantor, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged, grants and conveys to **JERRY M. GILBREATH DEVELOPMENT, INC.** and **PURPLE PARROT VILLAGE CONDOMINIUM ASSOCIATION, INC.**, their successors and assigns, the right, privilege and easement for non-exclusive egress, ingress and the installation and maintenance of utilities over, upon and across the land described in Exhibit "A" (the "Easement Area") in Escambia County, Florida.

This easement and the right to use the Easement Area by the parties referred to above shall be non-exclusive, and Grantor hereby retains and shall have the right to use the Easement Area and the right to grant to other parties and property owners the right to use the Easement Area for ingress and egress, and for service, and for other uses, provided such other uses shall not unreasonably interfere with the use of the Easement Area by the parties referred to above. Notwithstanding anything herein to the contrary, Grantor does hereby reserve, and shall have the right to install, connect and maintain, from time to time, in the Easement Area, sewer, gas, water and electric lines and pipes, telephone lines and conduits, poles and wires, and all utility lines and mains, and to use the Easement Area for other purposes, unless and until the real property comprising the Easement Area is acquired in fee simple ownership by either of the Grantees herein.

Grantees, and the unit owners and occupants of condominium units in Purple Parrot Village, a Condominium, from time to time, shall not place or construct any obstruction, permanent or temporary in nature, in the Easement Area or make any additions or improvements to the Easement Area without the prior written consent of the Grantor, or his successors and/or assigns.

This Easement is to be a covenant running with the land. The Grantor reserves the right to use said easement for ingress, egress and the installation of utilities for himself, his successors and assigns. The Grantor covenants that he has the right to convey the said easement and that the Grantees, their successors and assigns, shall have quiet and peaceful possession, use and enjoyment of said easement.

IN WITNESS WHEREOF, the Grantor has hereunto executed this Easement on this 25th  
day of February, 2000.

Witnesses:

1.

Marcie Steel  
Marcie Steed

Jerry M. Gilbreath  
Jerry M. Gilbreath

2.

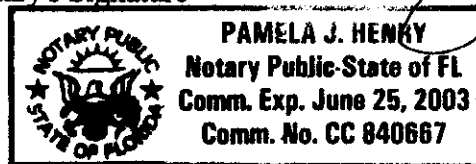
Pamela J. Henry  
PAMELA J. HENRY

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of February, 2000, by Jerry M. Gilbreath, who (☒) is personally known to me or (☐) produced \_\_\_\_\_ as identification.

Pamela J. Henry  
Notary's Signature



PAMELA J. HENRY

Printed name of Notary Public

Commission number

Commission expiration date

**EXHIBIT "A"**

**(Legal description for Easement)**



OR BK 4533 PG1337  
Escambia County, Florida  
INSTRUMENT 00-714242

RCD Mar 14, 2000 08:21 a.m.  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 00-714242

PARCEL NO.1

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 26, TOWNSHIP- 3- SOUTH, RANGE 32-WEST, ESCAMBIA COUNTY, FLORIDA AND THE EASTERLY RIGHT-OF-WAY LINE OF GULF BEACH HIGHWAY (STATE ROAD NO. 292, 100' R/W); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE OF SECTION 26 FOR 181.76 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 36.21 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR 7.30 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 23.52 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR 9.97 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 49.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 13.44 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR 80.36 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 66.87 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR 89.78 FEET TO THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE; THENCE NORTH 01 DEGREES 42 MINUTES 15 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE FOR 81.97 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 92.22 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 89.46 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 83.67 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST FOR 37.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 57.85 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 15.91 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 89.30 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR 15.91 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 77.77 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR 30.10 FEET TO THE POINT OF BEGINNING. CONTAINING 0.81 ACRES MORE OR LESS.