

DECLARATION OF
CONDOMINIUM OWNERSHIP

OF
EVERGREEN TERRACE, a Condominium

WHEREAS, EVERGREEN TERRACE, a Florida limited partnership, hereinafter called "Developer" and "Owner," owns in fee simple certain real property described in Exhibit "A," attached hereto and incorporated herein by reference and desires to submit the same to the condominium form of ownership.

NOW, THEREFORE, in order to create a Condominium consisting of the real property and the improvements constructed thereon, to be known as EVERGREEN TERRACE, a Condominium, Owner hereby submits the said property and all of its interest therein, to the Florida Condominium Act (Chapter 718, Florida Statutes, as amended), and in furtherance thereof, makes the following declarations as to divisions, limitations, restrictions, covenants and conditions and hereby declares and agrees that the said property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration (which Declaration is intended to create covenants running with the land and shall be binding upon and be for the benefit of the owners and lessees of all or any part of the Condominium Property and their respective successors, heirs, executors, administrators and assigns).

SECTION 1. Condominium Property.

1.1 The real property described in Exhibit "A" attached hereto and by reference made a part hereof, and all improvements constructed and to be constructed thereon and all easements and rights appurtenant thereto, intended for and granted for use in connection with the said property, is hereby submitted to condominium ownership.

SECTION 2. Name of Condominium.

2.1 The Condominium shall be known as EVERGREEN TERRACE, a Condominium, or by such other name as may from time to time be selected by the Association.

SECTION 3. Definitions.

3.1 Unless otherwise stated or unless the context otherwise requires, all terms used in this Declaration shall have the meaning attributed to the term under Section 718.103, Florida Statutes (1979).

SECTION 4. Phase Condominium.

4.1 EVERGREEN TERRACE, a condominium, is to be developed in six (6) Phases.

4.2 The initial Phase, Phase I, shall consist of one (1) two-story building containing 8 units constructed on that real property described in Exhibit "A" attached hereto and by reference made a part hereof. A survey of the land and a graphic description of the improvements in which the units will be located, a plot plan thereof and floor plans are attached hereto as Exhibit "B"

and be reference made a part hereof. This one 2-story building will consist of four (4) ground floor units and four (4) second story units. The units will be numbered as shown on Exhibit. The undivided share of each unit shall be one-eighth (1/8) of the total, which share is subject change upon the completion of additional phases.

4.3 The next phase, Phase II, shall consist of one (1) two-story building containing 8 units (four 1 bedroom/1 bath units and four 2 bedroom/2 bath units) constructed upon that real property described in Exhibit "C" attached hereto and be reference made a part hereof, which property shall then become a part of the condominium property.

4.4 The next Phase, Phase III, shall consist of 1 two-story building containing 8 units (8 two-bedroom/two-bath units) constructed upon that real property described in Exhibit "D" attached hereto and by reference made a part hereof, which property shall then become a part of the condominium property.

4.5 The next Phase, Phase IV, shall consist of one two-story building containing 8 units (4 one-bedroom/one-bath units and 4 two-bedroom/two-bath units) and a swimming pool constructed upon that real property described in Exhibit "C" and Exhibit "E"; and, as reflected on the overall Phase Plan attached hereto as Exhibit "H". That property specifically described in Exhibit "E" shall then become a part of the condominium property.

4.6 The next Phase, Phase V, shall consist of one two-story building containing 10 units (2 one-bedroom/one-bath units and 8 two-bedroom/two-bath units) constructed upon that real property described in Exhibit "F" attached hereto and by reference made a part hereof which property shall then become a part of the condominium property.

4.7 The next and last Phase, Phase VI, shall consist of one two-story building containing 8 units (4 one-bedroom/one-bath units and 4 two-bedroom/two bath units) constructed upon that real property described in Exhibit "G" attached hereto and by reference made a part hereof which property shall then become a part of the condominium property.

The Phase development described herein is reflected as the overall Phase Plan attached hereto and by reference made a part hereof as Exhibit "H."

4.8 The undivided share of each unit shall change as each Phase is completed as follows:

- (A) Upon completion of Phase I - 1/8 of total
- (B) Upon completion of Phase II - 1/16 of total
- (C) Upon completion of Phase III - 1/24 of total
- (D) Upon completion of Phase IV - 1/32 of total
- (E) Upon completion of Phase V - 1/42 of total
- (F) Upon completion of Phase VI - 1/50 of total

4.9 The approximate size, style and design of the units included in the additional Phases and the manner of construction shall be similar to that of the units contained in Phase I.

4.10 Upon the completion of each additional Phase, the unit owners in each additional Phase(s) shall be subject to the same obligations and shall have the same rights and privileges as all other members.

4.11 Time-share estates will not be created with respect to any units in any Phases.

4.12 The provisions herein for the development of EVERGREEN TERRACE, a Condominium, in Phases shall impose no obligation upon the Developer to construct or complete such Phases, but shall reserve unto the Developer the right to construct Phase II as provided herein within two (2) years from the completion date of Phase I; and to construct each additional Phase as provided herein within two (2) years from the completion date of the Phase last completed.

4.13 The Developer shall have the right to amend this Declaration to effect the phase development of EVERGREEN TERRACE, a condominium.

SECTION 5. Amendment of Declaration by Unit Owners.

5.1 This Declaration may be amended at any regular or special meeting of the Association called or convened in accordance with the By-Laws, by the affirmative vote of the Unit Owners who are Voting Members casting not less than three-fourths (3/4) of the total vote of the Unit Owners who are members of the Association. Each Amendment shall be certified by the President and Secretary of the Association as having been duly adopted and

shall be effective when recorded in the Public Records of Leon County, Florida. No such amendment shall change the proportionate ownership of the Common Elements appurtenant to any Unit, nor the proportionate share of the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof and all record owners of mortgages or other liens which have been voluntarily placed on a Unit, shall join in the execution of the amendment. No amendment shall be effective which shall impair or prejudice the rights or priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgagees without the written approval of all Institutional Mortgagees of record. No amendment shall be effective which shall impair or prejudice the rights or priorities of any lessor or lessee under any lease with any Unit Owner or the Association without the consent of such lessor or lessee.

SECTION 6. Restrictions, Rights and Easements.

6.1 The Owner is irrevocably empowered to sell, lease or rent Condominium Parcels to any person or persons without restrictions. The Owner shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Condominium Parcels, including, but not limited to, the right to maintain models, have signs, use the Common Elements and to show Units to prospective purchasers and lessees. Except as provided in this Declaration, the Owner shall be subject to the same restrictions and entitled to enjoy the same privileges as any other Unit Owner with respect to each Parcel owned by Owner.

6.2 The Owner hereby reserves for its own benefit, and for the benefit of its successors and assigns the following:

A. An easement in common with others for ingress and egress, by vehicle or on foot, in, to, upon, over and under the streets and passageways located on the Condominium Property.

B. An Easement for the placement, construction, repair, inspection, maintenance and use of all types and kinds of utilities, including, but not limited to, sewer, gas, electricity, water, cable television and telephone, under, upon, over, in and through the Condominium Property, including right of access thereto.

6.3 The Owner hereby reserves for and grants to the Association for the benefit of its Members, their guests and lessees, the following easements and rights:

A. Non-exclusive easement for ingress and egress over streets, walks and rights-of-way.

B. An easement for the placement and maintenance of roadways, sidewalks, telephone and utility lines, pipes, sewers, conduits and drainage lines located on any portion of the Condominium Property.

C. The right to connect with and make use of roadways, parking spaces, utility lines, pipes, sewers, conduits and drainage lines on the Condominium Property.

D. The easements and obligations in this Section 6.3 shall be perpetual, run with the land and shall not be abro-

gated, interfered with, modified or rescinded without the consent of each Unit Owner and all Institutional Mortgagees holding a mortgage on any Condominium Parcel. No modification, abrogation, rescission or amendment shall be binding on the Owner, the Association, any Unit Owner or Mortgagee unless evidenced by an instrument acknowledged by all parties and recorded in the Public Records of Leon County, Florida.

However, nothing contained herein shall be interpreted to interfere in any way with the right of the Owner to maintain a perpetual right-of-way for ingress and egress to the lands adjoining the Condominium Parcel currently owned or to be purchased in the future and further the Owner and his assigns reserve and are hereby granted the right of ingress and egress on and over all of the common areas of the Condominium Property.

SECTION 7. Common Elements and Limited Common Elements.

7.1 Common Elements. The Common Elements shall include and mean, in addition to the items listed in the Florida Condominium Act, Section 718.108, the following items:

A. The foundations, bearing walls, perimeter walls, main walls, roofs, attic spaces, columns, girders, beams, supports, corridors and common entrance and exit or communication ways and decks.

B. Roofs, yards, streets, sidewalks, parking areas, recreational areas, water and sewer system and exterior utilities and gardens, except as otherwise provided.

C. The compartments or installations of central services such as power, light and water designed to serve the Common Elements, facilities, water storage tanks, pumps and the like, including, but not limited to, all pipes, ducts, flues, chutes, conduits, cables and wire outlets and other utility lines.

D. All other elements of the Condominium Property designed for common use or necessary to its existence, upkeep and safety.

7.2 Limited Common Elements. The Limited Common Elements shall include and mean those areas on the floor plan as depicted and described in Exhibit "B" as covered patio and decks. Each covered patio and deck shall be a limited common element of the respective unit, and reserved for the use of such unit to the exclusion of other units. Each air conditioner unit shall be a limited common element of the respective unit it services, and reserved for the use of such unit to the exclusion of other units.

SECTION 8. Unit Boundaries.

8.1 Condominium Unit. Each Unit shall include that part of the building within boundaries determined as set forth in Sections 8.2 and 8.3.

8.2 Upper and Lower Boundary. The Upper Boundary and Lower Boundary of each Unit shall be the following, extended to the Perimeter Boundaries: The horizontal plane of the upper

surface of the structural slab which serves as such Unit's floor and the horizontal plane of the lower surface of the structural slab which serves as the Unit's ceiling.

8.3 Perimeter Boundary. The Perimeter Boundary of each Unit shall be the following: The vertical planes of the interior surface of the exterior or interior walls bounding a Unit extended to each level's Upper and Lower Boundary, including within the unit the interior decorative wall.

8.4 Encroachments. If any portion of a Condominium Unit or Common Elements or Limited Common Elements encroaches upon another, a valid easement for the encroachment shall and does exist for so long as the encroaching improvement stands. In the event a Condominium building or buildings are partially or totally destroyed and then rebuilt, the Unit Owners agree that minor encroachments on parts of the Common Elements or Limited Common Elements or Condominium Units, as aforescribed, due to construction, shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

SECTION 9. The Operating Entity.

9.1 The Association shall be the corporate entity responsible for the operation of the Condominium Property. The Association shall have all the powers and duties set forth in the Condominium Act, as well as all the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association (which are annexed hereto as Exhibit "I") and its

Articles of Incorporation (which are annexed hereto as Exhibit "J"), as they may be amended from time to time. No modification of or amendment to the By-Laws or the Articles of Incorporation of said Association, shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws and the Articles of Incorporation may be amended in the manner provided for therein, but no amendment thereto shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions thereof with respect to institutional mortgages, without written approval of all Institutional Mortgagees of record.

9.2 Voting Rights of Unit Owners. Each Unit shall be entitled to one (1) vote in all matters related to the Condominium Documents.

9.3 Every Unit Owner, whether he has acquired his ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Condominium Documents.

SECTION 10. Assessments.

10.1 The Association has the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses and such other sums as are specifically provided for in the Condominium Documents. The procedures for the determination of Assessments shall be as set forth in the Condominium Documents.

10.2 The Common Expenses shall be assessed against each Condominium Parcel and the Owner of such Parcel as provided for in Section 11 of this Declaration.

10.3 Assessments that are unpaid for over 10 days after due date shall bear interest at the rate of eighteen percent (18%) per annum from due date until paid or a late charge of \$10.00, whichever is greater; provided, however, no interest shall be charged or collected in excess of the highest rate permitted by applicable law.

10.4 The Association shall have a lien on each Condominium Parcel for unpaid Assessments and late charges, together with the interest thereon and shall also have a lien on all tangible personal property located within said Unit, except that such lien shall be subordinate to prior recorded bona fide liens held by Institutional Mortgagees. Reasonable attorneys' fees and all other legal costs incurred by the Association incident to the collection of such Assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Association may take such action as it deems necessary to collect Assessments either by personal action against the record owner of the Condominium Parcel against which such Assessment has been made, or by

enforcing and foreclosing said lien, or by exercising both of such remedies. The Association may settle and compromise any Assessment if it is deemed to be in its best interest to do so. The lien of an Assessment shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held in connection with the foreclosure of an Assessment lien, and may apply as a cash credit against its bid all sums secured by the lien enforced.

10.5 If the holder of an Institutional First Mortgage, or a purchaser of a Condominium Parcel at foreclosure sale, obtains title to a Condominium Parcel as a result of foreclosure of the Institutional First Mortgage, or if the holder of an Institutional First Mortgage accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, its successors and assigns shall not be liable for any Assessments levied prior to its acquisition of title and such unpaid Assessment shall be deemed to be a Common Expense and shall be collectible from all Unit Owners, including such acquirer, its successors and assigns.

10.6 Except as provided in Section 10.5 above, no person who acquires an interest in a Condominium Parcel, including persons acquiring title by operation of law and purchasers at judicial sales, shall be entitled to occupy the Parcel or use the Common Elements and Limited Common Elements until all unpaid

Assessments due and owing by the former Unit Owner(s) have been paid. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments to Unit Owner(s), or any third party.

SECTION 11. Common Expenses and Common Surplus.

11.1 Apportionment of Common Expenses and Common Surplus. The Common Expenses of EVERGREEN TERRACE, a Condominium, shall be commingled and assessed against Owners of the Condominium Parcels in the following manner. Each Condominium unit shall be assessed a pro rata share of the total Common Expenses, which pro rata share shall be equal to the undivided share in the Common Elements. Each Condominium's share of the Common Surplus shall be determined in the same manner at the time of distribution of the surplus.

11.2 Expenses of EVERGREEN TERRACE, a Condominium.

The following are expressly declared to be Common Expenses of the Unit Owners:

- A. Except as provided in Paragraph 13.3B hereof, damage to the Condominium Property in excess of insurance coverage.
- B. Replacement or repair of sewer, water and utility lines serving this Condominium.
- C. Common water and wells.
- D. Common sewer system.

- E. Common electricity and common electrical fixtures.
- F. Parking lot and yard maintenance.
- G. General maintenance reserve.
- H. Pest Control.
- I. Insurance.
- J. All other expenses of the operation, maintenance, repair or replacement of the Common Elements and the costs of carrying out the powers and duties of the Association.

11.3 Unit Owner's Share of Common Expenses and Common Surplus. The Common Expenses and Common Surplus apportioned to each Condominium shall be shared by the Unit Owners as specified in paragraph 11.1. It is understood that the Common Expenses shall include, all taxes, assessments, insurance and all other expenditures for which the Association shall be responsible, including those expenditures contracted for in any Maintenance Agreement. The Common Surplus is the excess of all receipts of the Association including, but not limited to, assessments, rents, condemnation proceedings, profits and revenues on account of the Common Elements over the Common Expenses.

11.4 Developer's Share of Common Expenses. Notwithstanding the foregoing, the Developer shall be excused from the payment of the share of the Common Expenses and assessments related to units offered for sale by it for a period of time 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 in each phase.

SECTION 12. Maintenance, Alterations and Operation.

12.1 The Association may 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 and Limited 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. Any management agreement shall be terminable for cause upon no more than 30 days' notice, run for a reasonable period up to three (3) years and be renewable by consent of the Association and Management.

12.2 Each Unit Owner agrees as follows:

A. To maintain his Unit and the entire interior thereof in good and tenantable condition, to keep the Limited Common Elements reserved to him in a neat and attractive condition at all times, to maintain, repair, and, if necessary, replace the fixtures and equipment in his Unit, including, but not limited to, the following when applicable: air conditioning and heating units, any and all appurtenances thereto wherever

situated including, but not limited to, any exterior parts thereof; electric panels, wiring, outlets and electric fixtures within the Unit; interior doors, windows, screening and glass; and all exterior doors. The cost of maintaining and replacing the appliances and carpeting in a Unit shall be borne by its Unit Owner.

B. Not to make, or cause to be made, any repairs to any plumbing or electrical wiring within a Unit except by plumbers or electricians authorized to do such work by the Association or its delegate. Plumbing and electrical repairs within a Unit shall be paid for by the Owner(s) of the Unit.

C. Not to make, or remove or cause to be made or removed, any addition or alteration to his Unit, or do any other act, that may adversely affect the safety or soundness of the Common Elements or Limited Common Elements or any portion of the Condominium Property. Structural alterations within a Unit may be made with the written consent of the Association and any Institutional First Mortgagee holding a mortgage on said Unit.

~~X~~D. To make no alterations, additions, improvements, decoration, repair, replacement or change to the Common Elements or Limited Common Elements, or to any outside or exterior portion of the building, specifically including, but not limited to, screening or enclosing private balconies or affixing outside shutters to windows, without the prior written consent of the Association. If consent is granted, the Unit Owner shall use only a contractor or subcontractor approved by the Association, who shall comply with all Rules and Regulations with respect to

the work which may be adopted by the Association. The Unit Owner shall be liable for damage to another Unit and to the Common Elements and Limited Common Elements caused by any contractor employed by such Unit Owner or by the subcontractor or employees of such contractor whether said damages are caused by negligence, accident or otherwise.

E. To allow the Association, its delegates, agents or employees, at all reasonable times to enter into any Unit for the purpose of maintaining, inspecting, repairing or replacing the Common Elements and Limited Common Elements; to determine in case of emergency, circumstances threatening Units and Common Elements and Limited Common Elements, and to correct the same; or, to determine compliance with the provisions of the Condominium Documents.

F. To promptly report to the Association any defects or needed repairs for which the Association is responsible.

G. To pay for all of his utilities, including electricity, gas, sewer, water, garbage and telephone, and all taxes levied against his Unit.

12.3 In the event the Unit Owner fails to maintain his Unit as required herein, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof, or in

addition thereto, the Association shall have the right to levy an Assessment against the Unit Owner, and the Unit, for such necessary sums to remove any unauthorized addition or alteration, and to restore the property to good condition and repair.

12.4 The Association shall determine the exterior color scheme of the building(s), and shall be responsible for the maintenance thereof, and no Owner shall paint any exterior surface, or add or replace anything thereon or affixed thereto, without written consent of the Association.

12.5 The Association shall be responsible for the maintenance, repair, and replacement of the Common Elements provided that if any repairs or replacements are made necessary because of abuse or negligent use thereof by a Unit Owner the cost of such repair or replacement may be assessed against such Unit Owner. Any Assessment made pursuant to this Section or pursuant to Section 12.3, shall be enforceable in the same manner as provided for the enforcement of Assessments in Section 10 hereof.

SECTION 13. Insurance Provisions.

13.1 Liability Insurance. The Association shall maintain comprehensive public liability and property damage insurance covering all of the Common Elements and insuring the Association, and the Unit Owners, in such amounts as the Association determines necessary. Premiums for such insurance shall be paid by the Association.

13.2 Casualty Insurance.

A. Purchase of Insurance. The Association shall obtain and maintain fire, windstorm and extended coverage, including vandalism and malicious mischief insurance covering all the insurable Condominium Property, including personal property owned by the Association, as their interests may appear, in an amount equal to the replacement cost of the Condominium Property, as determined annually by the Association. The company or companies with whom such insurance coverage is placed as provided in this Declaration, must be authorized to do business in the State of Florida.

B. Loss Payable Provisions. All policies purchased by the Association shall be for the benefit of all Unit Owners and their mortgagees and the Association, as their interest may appear.

13.3 Reconstruction or Repair After Casualty. In the event the Common Elements, Limited Common Elements or the Units are damaged by any casualty, whether such damage is insured against or not, the same shall be repaired or reconstructed by the Association or the Unit Owner, as the case may be.

A. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the

Association, and by not less than seventy-five percent (75%) of the Unit Owners, including the Owners of all damaged Units, which approval shall not be unreasonably withheld.

B. Responsibility. If the damage is only to those parts of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for the reconstruction and repair of any damage caused by casualty. In all other instances the responsibility of reconstruction and repair of damage caused by casualty shall be that of the Association.

C. Estimate of Costs. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

D. Assessments. If the proceeds of insurance are not sufficient to pay the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to Common Elements in sufficient amounts to provide funds for the payment of such costs. The Assessment against a Unit Owner for damage to Units shall be in the same proportion as the cost of

reconstruction and repair to all damaged Units. Such Assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements. Any Assessment made pursuant to this Section may be enforced in the manner provided in Section 10, hereof.

13.4 Construction Funds. The funds for payment of costs of reconstruction and repair of damage caused by casualty, which shall consist of proceeds of insurance and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

A. Association. The Association shall hold the sums paid on account of such Assessments and disburse the same in payment of the costs of reconstruction and repair.

B. Institutional Mortgagee's Right to Advance Premium. Should the Association fail to pay any insurance premiums when due or should the Association fail to comply with other insurance requirements of the Condominium Documents, any Institutional Mortgagee shall have the right, at its option, after 10 days written notice to the Association, to obtain the insurance policies required hereto 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 shall be subrogated to the Assessment and lien rights of the Association against the Unit Owners.

13.5 Restoration Not Required. In the event more than ninety percent (90%) in value of the Condominium Property is substantially damaged or destroyed by fire or other casualty and that the extent of such damage is certified, in writing, by the Association to each Unit Owner, then three-fourths (3/4) of the Voting Members may signify their desire to terminate the Condominium, within 60 days after the casualty by filing in the Public Records of Leon County a Notice of Election to Terminate, accompanied by the Certification of Extent of Damage by the Association, and the Condominium shall terminate. Thereafter, the Unit Owners, will become tenants in common of the Condominium Property, and the insurance proceeds, the share of each Unit Owner being the same as the respective share of Common Elements appurtenant to his Unit. Any mortgage or other lien which encumbers a Condominium Parcel shall continue as a lien of equal dignity against the undivided interest of the Unit Owner in the Condominium Property and proceeds of insurance. If any Unit Owner requests a partition of the property, the Condominium Property shall be sold, and each Unit Owner, or each Unit Owner and his respective mortgagee, will be entitled to recover from the fund composed of insurance proceeds and sales proceeds, a sum that shall be the same as the undivided share of such Unit Owner in the Common Elements. In the event the fund does not contain sufficient sums to fully compensate every Unit Owner, the sum payable to each Unit Owner will be proportionately reduced.

Before distribution to the Unit Owners of insurance or sales proceeds, all liens against a Condominium Parcel will be paid to the extent the proceeds allocated to said Parcel are sufficient to do so.

13.6 Unit Owner's Insurance. Each individual Unit Owner may purchase, at his own expense, liability insurance to cover accidents occurring within his Unit and insurance on his own personal property. Additionally, Unit Owners may purchase casualty insurance covering personal property within and any improvements to their Units, provided such insurance does not contain a co-insurance provision or any other provision that in any way affects the Master Policy maintained by the Association on the Condominium Property. If a Unit Owner desires casualty insurance covering personal property within his Unit and any improvements thereto, but is unable to obtain casualty insurance which satisfies the foregoing provision, the Association shall obtain additional coverage for such Unit Owner under the Master Policy. Any additional premium incurred by the Association on account of such additional coverage shall be the expense of the Unit Owner for whom such additional insurance was purchased. In the event of a casualty, the proceeds of any insurance purchased by a Unit Owner, or by the Association on behalf of a particular Unit Owner as aforesaid, covering such Unit Owner's personal property and improvements within his Unit, shall be the sole property of such Unit Owner and his mortgagee, as their interests may appear.

13.7 Waiver of Subrogation. If available without additional cost, and where applicable, the Association and each Unit Owner shall endeavor to obtain policies which provide that the insurer waives the right of subrogation as to any claim against Unit Owners, the Association, their respective servants, agents and guests.

SECTION 14. Use of Units.

14.1 In addition to the other obligations and duties heretofore set out in this Declaration, no Unit Owner shall:

A. Use or permit the use of his Unit for any purpose other than a residence.

B. Permit or suffer anything to be done or kept in his Unit, which will increase the insurance rates of his Unit or the Common Elements or Limited Common Elements, or which will obstruct or interfere with the rights of other Members, or commit, permit or suffer any nuisance or illegal act in his Unit or on the Common Elements or Limited Common Elements.

C. Fail to conform to and abide by the By-Laws and non-discriminatory rules and regulations in regard to use of the Condominium Property which may be adopted in writing from time to time by the Association, and to see that all persons using Unit Owner's Property, by, through or under him do likewise.

D. Attempt to exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements or Limited Common Elements, or by the abandonment of his Condominium Unit.

SECTION 15. Reserve Fund.

15.1 The Association shall establish and create reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.

15.2 The initial assessment per month shall be established by a majority vote of the Unit Owners, which assessment may be changed from time to time by the Association. The proportionate interest of any Unit Owner in any reserve shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned or transferred except with such Condominium Unit.

15.3 The Assessment provided for in this Section may be enforced in the same manner as provided in Section 10 for the enforcement of Assessments.

SECTION 16. Notices.

16.1 Unit Owners. Whenever notices are required to be sent hereunder to Unit Owners, such notices may be delivered either personally or by mail, addressed to such Unit Owner's address, unless the Unit Owner has, by written notice duly received for, specified a different address. Proof of such mailing or personal delivery by the Association or Management Company

shall be given by the Affidavit of the person mailing or personally delivering said notices.

16.2 Association. Notices to the Association shall be delivered by mail to the Secretary of the Association or at the Secretary's Unit, or in the event of the Secretary's absence, then to the President of the Association at his Unit, and, in his absence, any member of the Board of Directors of the Association.

16.3 Mail. All notices shall be deemed and considered to have been given when deposited in the United States Mail, postage prepaid, and addressed as aforesaid. Any party may change his or its mailing address by written notice duly receipted for. Notices required to be given the personal representatives of a deceased Owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the record of the Court wherein the estate of such deceased Owner is being administered.

SECTION 17. Termination.

17.1 The Condominium may be terminated in the following manner:

A. The termination of the Condominium may be effected by unanimous agreement of the Unit Owners and their mortgagees which agreement shall be evidenced by written instrument executed in the manner required for conveyance of land. The termination shall be effective when such instrument is recorded in the Public Records of Leon County, Florida.

B. Any unpaid sums due the Association shall survive any termination of the Condominium and shall continue to be an obligation of the Association and the Unit Owners or either of them and shall continue to be a lien against the Condominium Parcel until paid.

C. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common, in undivided shares. Each Unit Owner's share shall be the same as the percentage of Common Elements appurtenant to his Condominium Unit prior to termination.

SECTION 18. Miscellaneous Provisions.

18.1 Provisions of Declaration--Binding Effect. All provisions of the Condominium Documents are intended to be and shall be construed as covenants running with the land and of every part thereof and therein, including, but not limited to, every Unit and the appurtenances thereto, and every Unit Owner and claimant of the property or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, and shall be bound by all of the provisions of the Condominium Documents.

18.2 Attorneys' Fees. Should the Association find it necessary to employ an attorney-at-law to enforce any obligation of a Unit Owner under the Condominium Documents, the offending Unit Owner shall reimburse the Association for reasonable attorneys' fees incurred by it in connection with such default.

18.3 Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

18.4 Captions. The captions used in the Condominium Documents 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 the Condominium Documents.

18.5 Institutional First Mortgages. Where an Institutional First Mortgage, by some circumstance, fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of the Condominium Documents, be deemed to be an Institutional First Mortgage.

18.6 Severability of Provisions. If any term, covenant, provision, phrase or other element of the Condominium Documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to effect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of said Documents or of the Condominium Act.

18.7 Acceptance by Association. The Association, by its execution of this Declaration of Condominium, approves the foregoing and all of the covenants, terms and conditions, duties and

obligations of this Declaration and Exhibits attached hereto. The Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium Parcel, and other parties, by virtue of their occupancy of Units, hereby approve the foregoing and all of the terms and conditions, duties and obligations set forth in the Condominium Documents.

18.8 Partition. No Unit Owner shall bring, or have any right to bring, any action for partition or division of the Condominium Property.

18.9 Maintenance by Developer. The Association shall keep the Common Elements in a neat and attractive condition at all times. In the event the Association fails to so maintain the Common Elements, the Developer shall have the right, but not the obligation to go upon the Common Elements and to cut and remove tall grass and weeds; to remove rubbish and trash; and to do any and all other things necessary or desirable to maintain the Common Elements in a neat and attractive condition, all at the sole expense of the Association. The reasonable expenses of the Developer incurred pursuant hereto shall be paid by the Association to the Developer upon demand and shall constitute Common Expenses.

IN WITNESS WHEREOF, Owner has executed this Declaration of Condominium Ownership, this 22nd day of July, 1981.

Signed, sealed and delivered in our presence as witnesses.

Christi M. Holland
[Signature]

EVERGREEN TERRACE, a Florida limited partnership

By: [Signature] (SEAL)
MILLARD J. NOBLIN, General Partner

STATE OF FLORIDA,

COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared MILLARD J. NOBLIN, as General Partner of EVERGREEN TERRACE, a Florida limited partnership, to me known to be the person described in and who executed the foregoing DECLARATION OF CONDOMINIUM OWNERSHIP, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal in the State and County named above this 22nd day of July, 1981.

Christi M. Holland
NOTARY PUBLIC
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 30, 1983

For good and valuable consideration, the receipt whereof is hereby acknowledged, EVERGREEN TERRACE, a Condominium, Inc., a Florida membership corporation, not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, EVERGREEN TERRACE, a Condominium, Inc., has caused these presents to be signed in its name by the

President, and its corporate seal affixed, attested to by its Secretary, the day and year first above written.

WITNESSES:

Christi M. Hilland
A. J. Hilland

EVERGREEN TERRACE a Condominium, Inc.

By:

Richard L. Phagan
RICHARD L. PHAGAN,
President

ATTEST:

Clifford R. Hinkle
CLIFFORD R. HINKLE,
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA,
COUNTY OF LEON.

I HEREBY CERTIFY that on this 22nd day of July, 1981, before me personally appeared RICHARD L. PHAGAN and CLIFFORD R. HINKLE, President and Secretary, respectively, of EVERGREEN TERRACE, a Condominium, Inc., not for profit, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; that they affixed thereto the official seal of said corporation, and said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Tallahassee, in the State and County aforesaid, the day and year last above written.

Christi M. Hilland
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 30, 1983
Lynch & American Fire & Casualty Company