

This Instrument Prepared By:

Thomas S. Gibson, of
Rish, Gibson & Scholz, P.A.
116 Sailor's Cove Drive
Port St. Joe, FL 32456
RGS FN 12-0090

PARTY WALL DECLARATION

THIS AGREEMENT entered into this _____ day of September, 2014, by and between GARY HOWREN and DONNA C. HOWREN, Husband and Wife ("Owners");

WHEREAS Owners own real property more particularly described in Exhibit "A"; and

WHEREAS there is a center wall as a part of the original construction of the buildings placed on or near the common property line between the units described above as shown in Exhibits "A";

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. Party Wall. The center wall as a part of the original construction of the buildings as placed on the dividing lines between the units shall constitute a party wall and the roof of the building to the extent required to protect the party wall shall be a party roof (collectively the "Party Wall")

Section 2. Governing Law. This Party Wall Declaration ("Agreement") shall govern the entire relationship of the Owners pertaining to the Party Wall. Any matters concerning the Party Wall not covered by the terms of this Agreement shall be governed by the general rules of law, construed and enforced in accordance with the laws of the State of Florida, regarding party walls and roofs and property damage due to negligence or willful acts or omissions.

Section 3. Restrictions on Use. Neither Owner shall have the right to destroy or remove any structural changes to the Party Wall without the prior written consent of the other Owner. Nor shall any Owner insert or place timber, beams, pipes, conduit or other materials into the Party Wall in a manner that affects the structural integrity of the Party Wall without the prior written consent of the other Owner.

Section 4. Allocation of Repair and Maintenance. Each Owner shall keep all exterior walls of their unit in good condition and repair those exterior portions of the Party Wall exclusively reserved for their use and enjoyment and at their own cost and expense. The cost of reasonable repair and maintenance of the Party Wall shall be borne equally by the owners of the units on either side of the Party Wall. In the event of damage or destruction to the Party Wall is caused by either Owner's intentional or negligent act or omission, such Owner who is deemed to have intentionally or negligently caused such damage or destruction shall compensate the other Owner in full for all damages sustained as a result and shall promptly repair the Party Wall in a manner described in Section 5.

Section 5. Standard of Repair. Unless otherwise agreed in writing by the Owners, any Owner repairing or reconstructing the Party Wall shall be required to restore the Party Wall to substantially the same condition in which it existed prior to the damage or destruction, including the use of the same or similar materials, and in the same proportions.

Section 6. Insurance. To the extent there are insurance proceeds for the repair or replacement of the Party Wall, each Owner shall be entitled to all proceeds from its respective insurance policy. Nothing in this provision shall require an Owner to submit a claim to its insurance carrier for the repair or replacement of the Party Wall and an Owner may be entitled to equal contribution from the other Owner for any deductible paid to the insurance company to repair or replace the Party Wall.

Section 7. Destruction by fire or other casualty. If the Party Wall is destroyed or damaged by fire or other casualty, any owner may restore it and the Owners shall contribute to the cost of restoration equally.

Section 8. Weatherproofing. Notwithstanding any other provisions in this article, an owner who, by his/her negligent or willful acts causes a Party Wall or roof above such Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 9. Run with land. This Declaration, along with the the right of any owner to contribution from any other owner under this article shall run with the land, and shall pass to such owner's successors in title.

Section 10. Grant of Easement. The parties hereto grant to one another an easement for any encroachment of the existing Party Wall to the extent necessary upon reasonable advance notice and in a mutually coordinated manner, to perform all necessary repairs, reconstruction and maintenance of the Party Wall, for so long as the Party Wall exists. Upon the complete destruction or removal, or damage to the building which makes repair unreasonable, this easement shall be void and of no further effect.

Section 11. Covenants and Warranties. Each owner covenants and warrants that it will maintain their portion of the Party Wall in good condition and in such a condition that does not interfere with the equal use and enjoyment of the Party Wall by the other Owner.

Section 12. Dispute Resolution. In the event of any dispute arising concerning the Party Wall, such dispute shall be submitted to an impartial mediator. To initiate dispute resolution, the aggrieved Owner shall provide notice to the other Owner of his/her intent to exercise rights under this provision and agree to meet within ninety (90) days of such a demand with an impartial mediator. In the event the Owners cannot agree on a mediator, they shall each select one independent nominator, who shall agree on and appoint the mediator. If the parties have not agreed on a resolution of the dispute within thirty (30) days after the mediation, either party may proceed to litigation. Nothing in this provision shall preclude any Owner from seeking equitable

or injunctive relief in a court of competent jurisdiction to prevent immediate and irreparable harm.

Section 13. Repair and Maintenance of Parking and Yard. Each Owner shall keep all areas of parking and yard reserved for their use associated with their respective units in good condition and repair at their own cost and expense. Subject to access for the owners of unite 2, 3 and 4, the area reserved for the use of the respective units is generally that property within the extensions of each units party walls to the seaward and landward lines of lot 10. The cost of reasonable repair and maintenance of their respective parking and yard shall be borne solely by the owner of said unit. In the event of damage or destruction to the parking and yard caused by either Owner's intentional or negligent act or omission, such Owner who is deemed to have intentionally or negligently caused such damage or destruction shall compensate the other Owner in full for all damages sustained as a result and shall promptly repair the same in a manner described in Section 5.

Section 14. Parking Easements. Exhibit "A" contains a total of four units and each unit owner owns an undivided 25% interest in lot 10, block 9 Mexico Beach Unit 7 less and except the units described in Exhibit "A". There are eight parking spaces along the northwest line of lot 10. The spaces are numbered sequentially from 1 through 8 with number 1 being closest to the Gulf of Mexico. Unit 1 has an exclusive easement for parking spaces 1 and 2. Unit 2 has an exclusive easement for parking spaces 3 and 4. Unit 3 has an exclusive easement for parking spaces 5 and 6. Unit 4 has an exclusive easement for parking spaces 7 and 8.

Section 15. Repairs and Maintenance. In the event that repairs and maintenance are required on the exterior of any unit, those repairs shall be carried out in accordance with rules and regulations required by the city of Mexico Beach. Required exterior painting and roof repair shall match existing colors to the greatest extent possible.

Section 14. Attorney's Fees. In the event any Owner of the property described in Exhibit "A" initiates suit to enforce provisions of this Agreement, the prevailing party shall be entitled to recover a reasonable allowance for attorney's fees and expense.

WITNESS our hands and seals the day and year first above written.

Signed, sealed and delivered in
the presence of:

1st Witness Signature
Printed Name:_____

GARY HOWREN

2nd Witness Signature
Printed Name:_____

DONNA C. HOWREN

STATE OF FLORIDA
COUNTY OF GULF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared GARY HOWREN and DONNA C. HOWREN, the person(s) described in and who executed the foregoing instrument, who acknowledged before me that he/she/they executed the same, that I relied upon the following form(s) of identification of the above-named person(s):

☐ **personally known** ☐ **driver's license from** _____ ☐ **other** _____

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of September, 2014.

Notary Public State of Florida

My Commission Expires: _____