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Harold Bazzel, Clerk Bay County, Florida Deputy Clerk GB Trans # 836817

DECLARATION OF CONDOMINIUM

OF

MARINA LANDING, A CONDOMINIUM

Bay County, Florida

MADE THIS 19th day of SEPT., 2007, by MARINA LANDING DEVELOPERS, L.L.C., a Florida limited liability company (the "Developer"), for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. PURPOSE. The purpose of this Declaration is to submit the lands described in this instrument and the improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes (2004) (the "Condominium Act").

A. Name and Address. The name by which this condominium is to be identified is "Marina Landing, a condominium," (the "Condominium") and the Condominium's address is 6422 West Highway 98, Panama City Beach, Bay County, Florida 32407.

B. The Land. The lands owned by the Developer, which by this instrument are submitted to the Condominium form of ownership, are the lands lying in Bay County, Florida, described on Exhibit A attached hereto, subject to an easement recorded in Official Records Book 2975, Page 1371, of the public records of Bay County, Florida to The Marina at Marina Landing, L.L.C., a Florida limited liability company and the Developer, their successors and assigns (the "Easement Holder") for the purpose of providing pedestrian and vehicular ingress and egress, roadways and utilities including without limitation to water, sanitary sewer, electrical, gas, cable television and telephone to the parcels of land adjacent to the Condominium and Condominium Property which is owned, leased or used by the Easement Holder and its successors and assigns.

2. DEFINITIONS. The terms used in this Declaration and its exhibits shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires:

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A. Assessment means a share of funds required for payment of common expenses which are from time to time assessed against the unit owner.

B. Association means Marina Landing Owners Association, Inc., a non-profit Florida corporation, and its successors (the corporate entity responsible for the operation of the Condominium).

C. Association Property includes that property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.

D. Board of Directors means the board of administration responsible for the administration of the Association.

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

F. Common Elements means the Condominium property that is not within the units.

G. Common Expenses shall include expenses of administration; expenses of insurance; expenses of maintenance operation, repair and replacement and betterment of the Common Elements and the portions of the unit to be maintained by the Association; expenditures or amounts of Assessments by the Association for payment of cost that are the responsibility of unit owner, including but not limited to costs of repair of damage to a unit in excess of insurance proceeds, and the costs of insurance upon a unit; expenses declared common by provisions of this Declaration, the Association's By-Laws and any valid charge against the Condominium as a whole.

If the Association enters into a contract for cable television services for Unit Owners in the Condominium, the cost of such service shall be a Common Expense.

H. Common Surplus means the excess of all receipts of the Association including, but not limited to, Assessments, rents, profits, revenues on account of the Common Elements, or any other source of income, over the Common Expenses.

I. Condominium means that form of ownership of real property which is created pursuant to the Condominium Act which is comprised entirely of units that may be owned by one or more persons and in which there is, appurtenant to each unit, an undivided share in common elements.

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J. Condominium Parcel means a unit, together with the undivided share in the Common Elements appurtenant to the unit.

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

L. Declaration or Declaration of Condominium means the instrument or instruments by which the Condominium is created as they may be from time to time amended.

M. Director means the member of the Board of Directors of the Association. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership. The validity of an action by the Board of Directors is not affected if it is later determined that a member of the Board of Directors is ineligible for Board membership due to having been convicted of a felony.

N. Institutional Mortgagee means a bank, savings and loan association, an insurance company, a pension fund, a real estate investment trust, a mortgage banker, Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal or State agencies, or other like business entities holding a mortgage on a Condominium Parcel.

O. Limited Common Element 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 this Declaration. All windows, all exterior doors, including glass sliding doors, all screens and glass for windows or doors and all air conditioning and heating equipment and such equipment, including pipes, wiring, ducts, fixtures and other facilities required to provide utilities to a Unit, when any or all of the foregoing shall serve only one (1) Unit, shall be Limited Common Elements appurtenant to the particular Unit served thereby. Additionally, certain storage units are Limited Common Elements as shown on Exhibit C attached hereto.

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P. Number and Gender are used herein so that, when the context so permits, the use of the plural shall include the singular, the singular shall include the plural and the use of any gender shall be deemed to include all genders.

Q. Special Assessment means any Assessment levied against Unit owners other than the Assessment required by a budget.

R. Stormwater Management System. Stormwater Management System means the stormwater management system as permitted for the Condominium by the florida Department of Environmental Protection including all retention areas, filters; culverts and related appurtenances.

S. Unit Owner or unit owners, means the record title holder(s) of a Condominium Parcel.

T. Utility Services as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, hot and cold water, heating, refrigeration, air conditioning, cable television, garbage, telephone and sewage disposal.

U. Voting Interest means the voting rights distributed to the Association members pursuant to Section 718.104(4)(i), Florida Statutes.

3. MARINA LANDING, A CONDOMINIUM, DEVELOPMENT PLAN. The subject Condominium is described and established as follows:

A. Survey. The survey of the Land showing the improvements on it is attached as Exhibit B.

B. Plans. Improvements upon the land are constructed substantially in accordance with the graphic description of the improvements attached hereto as composite Exhibit C.

C. Amendment of Plans.

(1) Alteration of Plans. The plans attached hereto as composite Exhibit C may be amended only by a majority or more of the total voting interest unless required by a governmental entity.

D. Easements.

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(1) Utility Easements. Easements are reserved through the Condominium Property as may be required for utility service or ingress and egress to serve the Condominium adequately and the Association may grant permits, licenses and easements over, under or upon the Common Elements for utilities, ingress and egress or other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

(2) Other Easements. Developer, for itself, its nominee, its assigns and the Association, reserves an easement upon the Common Elements henceforth for pedestrian and vehicular ingress and egress, and for ingress and egress to provide power, electric, telephone, sewer, water and other Utility Services and lighting facilities, irrigation, television transmission facilities, security service and facilities in connection herewith and other similar purposes, or any one or all of the foregoing.

(3) Easements for Encroachments. All the Condominium Property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of a building, or caused by minor inaccuracies in building or rebuilding, which encroachments shall be permitted to remain undisturbed and such shall continue until such encroachments no longer exist. Reconstruction following casualty damage may continue any previously existing encroachment.

(4) Ingress and Egress Easement. Each unit owner of the Condominium shall have a nonexclusive easement for ingress and egress between said unit and the public roads and streets serving the Condominium, over the halls, corridors, stairs, walks, driveways, parking areas, exterior access and other portions of the Common Elements of the Condominium.

(5) Easement to Make Repairs. The Association has an easement for an irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Element or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

(6) Easements as Appurtenances. The easements and other rights created herein for a unit owner shall be appurtenant to the unit of that owner and all conveyances of title to the unit shall include a conveyance of the easements and rights as

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are herein provided, even though no specific reference to such easements and rights appears in any such instrument.

E. Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

(1) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundary. The horizontal plane of the undecorated finished ceiling.

(b) Lower Boundary. The horizontal plane of the undecorated finished floor.

(2) Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries. When there is attached to the building a balcony, deck, patio, canopy, stairway or other portion of the building serving only the unit being bounded, the perimetrical boundaries shall be extended to include the intersecting vertical plane adjacent to and which include all of such structures and fixtures thereon.

F. Common Elements. The Common Elements include the land and all of the parts of the Condominium not within the unit.

4. THE UNITS. The units of the Condominium are described more particularly and the rights and obligations of their owners established as follows:

A. Types Of Units. There are a variety of unit floor plans as follows:

<u>Unit Type</u>	<u>Number of Units</u>
3 Bedroom/3 Bath - Type A	27
2 Bedroom/2 Bath - Type B	57
4 Bedroom/5 ½ Bath - Type P1	1
3 Bedroom/4 ½ Bath - Type P2	2
Commercial Tiki Bar	1

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Commercial Deck Lounge	1
Commercial Library	1
Commercial Lounge	1
Commercial Office	1
Commercial Reception	1
Commercial Coffee Counter	1
Commercial HOA Office	1
Commercial Restroom	1
Commercial Mechanical	1
Commercial Mechanical	1
Commercial Meeting Room	1
Commercial Exercise Room	1
Commercial Storage	1
Commercial Housekeeping - Floors 2, 6, 10, 14	<u>4</u>
TOTAL	105

B. Unit Numbers. The units of the Condominium are identified by the numbers set forth on the graphic description of the improvements attached hereto as composite Exhibit C.

C. Appurtenances to Units. The owner of each unit shall own a share and certain interest in the Condominium Property, which share and interest is appurtenant to the several units as:

(1) Common Elements and Common Surplus. An undivided share in the land and other Common Elements and the Common Surplus for each unit as is set forth in Exhibit F. The ownership share of the common elements assigned to each residential and commercial unit shall be based upon the total square footage of each residential and commercial unit in uniform relationship to the total square footage of each other residential and commercial unit in the condominium.

(2) Association Membership. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

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(3) Automobile Parking Spaces. Automobile parking spaces will be made available so that at least one automobile parking space will be available for use by each unit owner according to such reasonable rules and regulations as may from time to time be promulgated by the Association; provided, that at all times each unit owner shall be entitled to the use of at least one automobile parking space without charge.

(4) Vote. Each unit shall be entitled to one (1) vote, said vote to be cast by the unit owner in the manner prescribed by the By-Laws of the Association.

D. Liability for Common Expense. Each unit shall be liable for a proportionate share of the Common Expenses such share being the same undivided share in the Common Elements appurtenant to his unit.

E. Maintenance, Alteration and Improvement. Responsibility for the maintenance for the Condominium Property, and restrictions upon its alterations and improvements shall be as follows:

(1) Units.

(a) By the Association. The Association shall maintain, repair and replace as a Common Expense of this Condominium:

(i) All portions of a unit, except interior surfaces, contributing to the support of the condominium building, which portion shall include but not be limited to the outside walls of the condominium building, including the exterior building finish, and all fixtures on its exterior, boundary walls of units, floor and ceiling decking, load bearing columns and load bearing walls;

(ii) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services contained in the portion of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the Condominium other than the unit within which contained;

(iii) All portions of a unit which are damaged as a result of a casualty for which the Association has secured insurance coverage;

(iv) All incidental damage caused to a Unit in the course of such work as is described above or caused to a Unit in the course of the Association's

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maintenance and operation of the Common Elements shall be repaired promptly at the expense of the Association.

(v) In the event of doubt or question as to whether the Association or a Unit Owner is responsible for the repair of the item or items involved, and where damage to the Common Elements or to another Unit is occurring or is likely to occur in the absence of repair, the Association shall undertake repair the item or items involved and determine responsibility for payment for same as soon as reasonably practicable thereafter;

(vi) Notwithstanding the foregoing, the Association shall undertake the repair of the item or items; such undertaking shall not be considered evidence of or acceptance of responsibility for the ultimate cost of such repair and shall not be admitted in evidence on the question of responsibility in any proceeding thereon, whether judicial, administrative, formal or informal. Such ultimate responsibility for the cost of repair shall be determined based on applicable principles of law, including the terms and provisions of this Declaration.

(b) By the Unit Owner. The responsibility of the unit owner shall be as follows:

(i) To maintain, repair and replace at his expense all portions of his Unit, except the portion to be maintained, repaired and replaced by the Association, or, in the event damage resulting from casualty, that portion for which the Association has secured insurance coverage; consistent with and subject to the foregoing, the Unit Owner shall repair and replace window glass, fogged window glass, glass sliding doors and screens and shall also be responsible for repairing and replacing any items installed by the Unit Owner on balconies. Such shall be done without disturbing the rights of other unit owners. All Limited Common Element storage units, air conditioning and heating equipment and such equipment, including pipes, wiring, ducts, fixtures serving only one Unit shall be maintained, repaired and replaced at the expense of the Unit Owner. The owner of the Commercial Unit shall be responsible for maintaining, repairing and replacing the Commercial Unit Limited Common Elements.

(ii) Except in the event of damage resulting from casualty for which the Association has secured insurance coverage, the portions of a unit

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to be maintained, repaired and replaced by a unit owner at his expense shall include but not be limited to the following: compressor and air handling equipment for space cooling and heating; service equipment such as dishwasher, refrigerator, compactor, disposal, oven and stove and hot water heater, whether or not built-in; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

(iii) Not to penetrate paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building, including any balcony, porch, patio or similar facility whether a part of the unit or not, in any manner whatsoever without the prior written consent of the Board of Directors of the Association, including installation of television antennae. However, a unit owner may respectfully display a United States flag provided that in doing so, the exterior of the building may not be penetrated. On Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, any unit owner may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, regardless of any declaration rules or requirements dealing with flags.

(iv) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(c) Alteration and Improvement. Except as elsewhere reserved to Developer, neither any unit owner nor the Association shall make any alteration in the portions of any unit building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or to do anything that would jeopardize the safety or soundness of the unit building, or impair any easement, without first obtaining approval in writing of owners of all units in which such work is to be done and the approval of the Board of Directors of the Association. The Association may require that a copy of plans of all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of work.

(2) Common Elements.

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(a) By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and a Common Expense of this Condominium.

(b) Alteration and Improvement. After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no substantial alteration nor further substantial improvement of the real property constituting the Common Elements without prior approval by the owners of not less than seventy-five (75) percent of the units. No such alteration or improvement shall materially interfere with the rights of any unit owner without his consent.

(c) Enlargement. Land or other property interests acquired by the Association may be added to the land or other property interests submitted to Condominium ownership hereby. This may be done by an amendment to this Declaration as provided for in paragraph 13 herein that includes the description of the interests in the property being added to the Common Elements, submit same to the Declaration and shall vest title to the property added to the Common Elements in the Unit Owners as a part of the Common Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements that are appurtenant to the units owned by them. Such enlargement of the Common Elements shall be effective upon the recording in the public records of Bay County, Florida, of a certificate of the Association certifying that the amendment was adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed.

(d) Land Not Incorporated. Any land acquired by the Association that is not incorporated as a part of the Common Elements by amendment of this Declaration, may be sold, mortgaged or otherwise disposed of by the Association with the prior approval of not less than two-thirds (2/3) of the Unit Owners. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

(e) Personal Property. Any personal property acquired by the Association may be sold, mortgaged or otherwise disposed of by appropriate vote of the Board of Directors of the Association without approval of the Unit Owners.

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(f) Limited Common Element/Air Conditioner Compressors. The air conditioner compressors for each unit are located on the roof and are Limited Common Elements.

(g) Limited Common Elements/Storage Units. The Association shall be responsible for, and shall assess against and collect against all Unit owners the cost of performing necessary maintenance, repairs and replacements, and keeping in clean and orderly condition the exterior of the storage units which are designated as the Limited Common Elements. However, the responsibility for, and the cost of, repairing, maintaining and keeping in a clean and orderly condition, the interior of those Limited Common Elements, which are assigned or granted to, and exclusively serve a certain Unit or Units, shall be borne by the owner(s) of the Unit(s) to which the same are appurtenant.

5. ASSESSMENTS. The making and collection of Assessments against Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions:

A. Share of Common Expenses. Each unit owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, such share being the same as the undivided share in the Common Elements appurtenant to his unit. A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the owner of a unit. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

B. Non Waiver. 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 Assessment is made.

C. Liability of Developer. The Developer shall be excused from the payment of the share of the common expenses and assessments related to Developer owned units for a period of four (4) months subsequent to the recording of the declaration of condominium. However, the Developer must pay common expenses incurred during such period which exceed regular periodic assessments against other Unit Owners in the same condominium.

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This period will terminate on the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. If the developer-controlled association has maintained all insurance coverage required by Section 718.111(11)(a), common expenses incurred during the stated period resulting from a natural disaster or an act of God occurring during the stated period, which are not covered by proceeds from insurance maintained by the association, may be assessed against all Unit Owners owning units on the date of such natural disaster or act of God, and their respective successors and assigns, including the developer with respect to units owned by the developer. In the event of such an assessment, all units shall be assessed in accordance with Section 718.115(2).

D. Operating Capital. Each purchaser of a unit from the Developer will pay to the Association a sum equal to one quarter's maintenance fee on his unit as a contribution towards operating capital of the Association.

E. Interest; Application of Payment. Assessments and installments on such Assessments paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before ten (10) days after the date when due shall bear interest at the maximum legal rate from the date when due until paid. All payments upon accounts shall be first applied to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys fees, and then to the delinquent assessment first due.

F. Lien for Assessments. The Association shall have a lien on each Condominium Parcel for any unpaid Assessments together with interest thereon, against the owner of such Condominium Parcel. Reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or the enforcement of such lien, shall be payable by the unit owner and secured by such lien. The Association's lien shall also include other use charges and operation costs designated by this Declaration as Common Expenses.

The Association's lien shall be effective from and after the time of recording in the public records of Bay County, Florida, of a claim of lien stating the description of the Condominium Parcel, the name of the record owner, the name and address of the Association, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien shall be signed and acknowledged by an

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officer or agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All liens of the Association shall be subordinate to the lien of a first mortgage recorded prior to the time of recording of the claim of lien in the public records of Bay County, Florida.

G. Collection and Foreclosure. The Board of Directors may take such action as they deem necessary to collect Assessments of the Association by personal action or by enforcing and foreclosing the Association's lien, and may settle and compromise same, if in the best interest of the Association. The Association's lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by the Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. If the unit owner remains in possession of the unit after a foreclosure judgment has been entered, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action.

H. Liability of Mortgagee. The liability of the first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

(1) The unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(2) One percent of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

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The person acquiring title shall pay the amount owed to the Association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel and proceed in the same manner as provided elsewhere for the collection of unpaid Assessments.

Any unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectable from all of the Unit Owners, including such acquirer of title, whether as a result of foreclosure or by acceptance of a deed in lieu of foreclosure. The new owner by virtue of the acquiring of such title shall forthwith become liable for the payment of the Common Expenses and such other expenses as may be chargeable to the owner of a unit hereunder.

I. Certificate. Any unit owner shall have 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 shall have the same right as to any Condominium Parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

6. ASSOCIATION. The operation of the Condominium shall be by Marina Landing Owners Association, Inc., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

A. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached and made a part hereof as Exhibit D.

B. By-Laws. The By-Laws of the Association shall be the By-Laws of the Condominium, a copy of which is attached and made a part hereof as Exhibit E.

C. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent conditions of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

D. Restraint Upon Assignment of Shares in Assets. The shares of members in the funds, assets and property rights of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

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E. Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by written agreement as well as by duly recorded vote and shall, in either event, be expressed by the same person who would cast the vote of the unit owner if in an Association meeting, unless the joinder of record Unit Owners is specifically required by the Declaration.

F. Directors must be members of the Association.

7. INSURANCE. The insurance other than title insurance that shall be carried on the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

A. Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association, or if required by the holder of a first mortgage on one of the units, an insurance trustee designated by the Association, and all policies and their endorsements shall be deposited with the Association or, if applicable, the insurance trustee. Unit Owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

B. Coverage.

(1) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value except, in the case of flood insurance, the amount shall not be required to exceed the amounts available under the National Flood Insurance Program or its successor, and all personal property included in the Common Elements shall be insured for its value, all as determined annually by the Board of Directors of the Association with such deductible clauses required to obtain coverage at a reasonable cost. Such coverage shall afford protection against:

(a) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement and

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(b) Such other risks as from time to time shall be customarily covered with respect to buildings on the land, including but not limited to vandalism and malicious mischief, windstorm and flooding.

(c) Insurance policies providing casualty coverages pursuant to 7(B)(1)(a) and (b) above 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, floors and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the Unit Owners shall be considered additional insureds under the policy. Further, such policies, when appropriate and possible, shall waive the insurer's right to (1) subrogation against the Association and against the Unit Owners individually and as a group (2) benefit of the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance have issued coverage on the same risk and (3) avoid liability for a loss that is caused by an act of the Board of Directors of the Association or a director or one or more Unit Owners.

(2) Liability. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association.

(3) Worker's Compensation. Worker's compensation policy, if required to meet the requirements of law.

(4) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense of this Condominium.

D. Insurance Trustees; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or to such bank located in the State of Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the "insurance trustee." The insurance trustee shall not be liable for payment of premiums, nor the renewal or the sufficiency

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of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee, or the Association if no insurance trustee is designated, shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purpose elsewhere stated in this instrument and for the benefit of the Unit Owners and their mortgagees in the following shares but which shares need not be set forth on the records of the insurance trustee:

(1) Unit Owners. An undivided share for such unit owner; such share being the same as the undivided share in the Common Elements appurtenant to his unit.

(2) Mortgages. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear; provided, however, except as otherwise provided, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Association or the insurance trustee shall be distributed to or for the beneficial owners in the manner herein provided in "8. RECONSTRUCTION OR REPAIR AFTER CASUALTY."

F. Association as Agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

A. Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common Element. If the damaged improvement is a Common Element, other than a unit building, the damaged property shall be reconstructed or repaired,

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unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(2) Unit Building.

(a) Lesser Damage. If the damaged improvement is a unit building and if at least one-third of the units in the unit building are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(b) Major Damage. If the damaged improvement is a unit building and if less than one-third of the units in the unit building are found by the Board of Directors to be tenantable, then the damaged property will be reconstructed or repaired, unless within sixty (60) days after the casualty the owners of three-fourths (3/4) of the units and the mortgagee holding the greatest number of recorded mortgages on all units consents in writing to terminate the Condominium.

(3) Certificate. The insurance trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. 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 as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the unit building, by the owners of the units, which approval shall not be unreasonably withheld.

C. Responsibility. If the damage is not the result of a casualty for which the Association has secured insurance coverage and is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction

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and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair by the Association, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessment shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments shall be in proportion to the owner's share in the Common Elements.

F. Construction Funds. The funds for payment of the costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or the insurance trustee and funds collected by the Association from Assessments against Unit Owners shall be disbursed in payment of the costs in the following manner:

(1) Association. If the total Assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand Dollars (\$10,000.00), then the sums paid upon such Assessments shall be deposited by the Association with the insurance trustee if one has been designated. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

(2) Construction Fund. The proceeds of insurance collected on account of a casualty, and the proceeds from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Ten Thousand Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner provided for the reconstruction and repair of major damage.

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(b) Association Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association upon approval by an architect qualified to practice in Florida and employed by the Association to supervise the work.

(c) Unit Owner. Notwithstanding whether the construction fund remains in the possession of an insurance trustee or the Association Board of Directors, no unit owner shall be entitled to possession of said funds, or any part thereof, for the purpose of effecting his or her own unit repairs so long as the insurance trustee or Association Board of Directors undertakes to effect said repairs and replace the damaged Condominium Property, including Common Elements and Units, with property of like kind and quality to that which existed prior to the casualty for which said process were received. Neither the Association nor the insurance trustee shall be under any obligation to expend any part of the construction funds received for casualty claims arising under insurance policies purchased by the Association as designated in any adjustment report for said claim or casualty, so long as the Association undertakes to effect repairs to provide the Unit Owners with Condominium Property, including common Elements and Units, of like kind and quality to that which existed prior to the casualty for which said proceeds were received. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Association or the insurance trustee to the unit owner, or if there is a mortgagee endorsement as to the unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they be advised.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs for reconstruction and repair shall be from insurance proceeds. If there is a balance in construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated for Common Surplus; except, however, that the part of a distribution to a beneficial owner that is not in excess of Assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

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(e) Certificate. Notwithstanding the provisions of this instrument, the insurance trustee shall not be required to determine whether or not sums paid by the Unit Owners upon Assessments shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the insurance trustee may rely upon a certificate of the Association made by its president and secretary as to any or all, of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the insurance trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association shall be obtained prior to disbursements in payment of costs of reconstruction and repair.

9. USE RESTRICTIONS. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists and the buildings containing the units in useful condition exist on the land.

A. Units. Except as hereafter provided with respect to the Commercial Units, each of the Units may be used for residential purposes only, either permanent or transient, and for no other purpose, but may be leased from time to time. Transient rentals, meaning short-term rentals on a daily basis, are permissible; provided, however, the Board Directors of the Association, by majority vote, shall have the power to impose greater minimum rental periods and the decision of the Board of Directors shall control unless the voting Interests, by vote of 60% of such interest, establish any different minimum rental periods. The Commercial Units shall be used for business, recreational and commercial purposes only and may not be used for residential purposes.

B. Common Elements. The Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units. No Common Elements shall be used for commercial purposes, except that the

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Association may place vending machines on the Common Elements for the convenience of Unit Owners.

C. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

D. On-Site Sales & Rentals. Except as reserved to the Developer and except for the Commercial Office and the Commercial HOA Office, the Condominium, Condominium Parcel and the Condominium Property shall not be used as a location for conducting sales or rentals of units in this or any other condominium. The Commercial Office and Commercial HOA Office may be used for on-site sales and rentals of condominium units, for a general real estate business, and for other commercial purposes permitted by applicable zoning and land use regulations and during any period of such use, neither any unit owner nor the Association nor other users of the Condominium, the Condominium Parcel and the Condominium Property shall interfere with the use of the Commercial Office or the Commercial HOA Office for such purposes.

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part of it and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modifications or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

F. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

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G. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all developer-owned units included within Marina Landing, neither any unit owner nor the Association nor the use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of the units. The Developer may make such use of the unsold developer-owned units and Common Elements as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of any units of any condominium that may ultimately be a part of Marina Landing, the display of signs and rental of unsold units. The furniture and furnishings in all model units, signs and all items pertaining to sales shall not be Common Elements and shall remain the property of the Developer. The Developer shall have the absolute right to rent or lease unsold developer-owned Condominium units pending their sale subject to any duly adopted requirements imposed by the Association and which are applicable to all other owners and units.

10. NOTIFICATION OF TRANSFER OF INTEREST. The transfer of fee ownership or other interest in units in the Condominium by sale, lease, gift, devise, inheritance, foreclosure or other method, shall not be subject to the prior approval of the Association; however, both the transferor and the transferee shall notify the Association of the transfer unless same is a lease or rental for a term of less than one (1) month, within ten (10) days of the date of the transfer, together with such other information concerning the transferee as the Association may reasonably require.

11. COMPLIANCE AND DEFAULT. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a unit owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

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B. Fines. The Association may upon notice and hearing before a committee of other unit owners, fine, and charge any offending member such sum as provided in the Bylaws.

C. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws or the regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

D. No Waiver of Rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, or the By-Laws shall not constitute a waiver of the right to do so thereafter.

12. SPECIFIC RIGHTS OF INSTITUTIONAL MORTGAGEES. In addition to the rights and privileges expressly granted to the mortgagees of Condominium units in other Articles of this Declaration of Condominium, each and every Institutional Mortgagee shall have the following rights and entitlements:

A. Upon written request to the Association, the Association shall make available to Institutional Mortgagees current copies of the Declaration of Condominium and its Exhibits including but not necessarily limited to the By-Laws and rules of the Association, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

B. An Institutional Mortgagee shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year of the Association.

C. The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

(1) The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

(2) One percent of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

D. Upon written request to the Association identifying the name and address of the Institutional Mortgagee, such Institutional Mortgagee will be entitled to timely written notice of the following:

(1) Any condemnation, loss or other casualty loss which affects a material portion of the Condominium or any unit which is encumbered by a mortgage held by the Institutional Mortgagee;

(2) Any delinquency in the payment of Assessments or Common Expenses owed by an owner of a unit subject to a mortgage held by an Institutional Mortgagee, which remains uncured for a period of sixty (60) days;

(3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(4) Any proposed action which would require the consent of a specified percentage of mortgage holders.

13. AMENDMENTS. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

B. Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, at a meeting called for this purpose. Pursuant to Section 718.112, Florida Statutes, unit owners may vote in person at a meeting, by limited proxy or ballot, or by written

agreement without a meeting. Directors may vote in person at a meeting or by conference telephone. Except as elsewhere provided, such approval must be either by:

(1) Approval by the owners of two-thirds (2/3) of the units; or

(2) Until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the Common Elements.

(3) If there is an omission or error in this Declaration of Condominium, or in other documents required by law to establish the Condominium, the Association may correct the error or omission by an amendment to the Declaration, or the other documents required to create a condominium, and such Amendment need only be approved by a majority of Directors when proposed by directors or a majority of the Voting Interests when proposed by members of the Association. This procedure for amendment cannot be used if such an amendment would materially or adversely affect property rights of Unit Owners, unless the affected Unit Owners consent in writing. This subsection does not restrict the powers of the Association to otherwise amend the Declaration, or other documentation, but authorizes a simple process of amendment requiring a lesser vote for the purpose of curing defects, errors, or omissions when the property rights of Unit Owners are not materially or adversely affected.

C. Proviso. Provided, however, no amendment shall change any unit nor the share in the Common Elements appurtenant to it, nor increase the owner's share of the Common Expenses, unless the record owner of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment and unless at least a majority of the record owners of all other units approve the amendment. Neither shall an amendment make any change in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

D. Special Amendment. In addition to any other method of amending this Declaration provided for elsewhere herein, Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan

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Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering unit ownerships, (iii) to bring this Declaration into compliance with the Florida Condominium Act, (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any amendment thereto or (v) to make any other non-material change in this Declaration or any Exhibit hereto or any amendment thereto. In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each owner, mortgagee or other lienholder. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The reserved rights of the Developer under this Article shall terminate ten (10) years from the date of recording of the Declaration.

E. Form of Amendment. No provision to the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision. . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

F. Execution and Recording. A copy of each amendment shall be attached to or incorporated in a certificate certifying that the amendment was adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The

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amendment shall be effective when such certificate is recorded in the public records of Bay County, Florida.

14. TERMINATION. In addition to the manner provided by the Condominium Act, the Condominium will be terminated without agreement if it is determined in the manner elsewhere provided in this Declaration that the unit buildings shall not be reconstructed because of major damage.

15. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision in this Declaration of Condominium or the exhibits thereto including the Articles of Incorporation, By-Laws and regulations of the Association shall not affect the validity of the remaining portions.

[INTENTIONALLY LEFT BLANK]

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

Signed, Sealed and Delivered
in the presence of:

MARINA LANDING DEVELOPERS, L.L.C., a
Florida limited liability company

Margaret M. Clark

MARGARET M. CLARK

Print Name of Witness

Richard J. Bernwell

Richard J. Bernwell
Print Name of Witness

Wesley L. Burnham
By: Wesley L. Burnham
Its: Managing Member
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Florida

The foregoing instrument was acknowledged before me this 14th day of SEPT, 2007, by Wesley L. Burnham, Jr., Managing Member of Marina Landing Developers, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me.



Margaret M. Clark
MARGARET M. CLARK
(Print Name)
Notary Public
Serial # _____
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
ELIZABETH J. WALTERS, ESQ.
BURKE BLUE HUTCHISON WALTERS & SMITH, P.A.
415 BECKRICH ROAD, SUITE 500
Panama City Beach, Florida 32407

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EXHIBIT A TO THE DECLARATION OF MARINA LANDING, A CONDOMINIUM

LEGAL

DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF LOT 28, WOODLAWN UNIT TWO, AS PER PLAT RECORDED IN PLAT BOOK 9, PAGE 5 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 05°02'09" WEST, FOR A DISTANCE OF 60.00 FEET, TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 30 (U.S. HIGHWAY NO. 90); THENCE EASTERLY, SOUTHERLY AND EASTERLY, ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR THE FOLLOWING COURSES: SOUTH 84°57'51" EAST, FOR A DISTANCE OF 85.12 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 234.23 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, FOR AN ARC DISTANCE OF 188.41 FEET, SAID ARC HAVING A CHORD OF 183.37 FEET BEARING NORTH 71°59'31" EAST; THENCE SOUTH 05°07'28" WEST, FOR A DISTANCE OF 188.16 FEET; THENCE SOUTH 83°43'34" EAST, FOR A DISTANCE OF 446.92 FEET TO THE EAST BOUNDARY OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1214, PAGE 1916 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR THE FOLLOWING COURSES: THENCE SOUTH 07°10'38" WEST, FOR A DISTANCE OF 28.37 FEET; THENCE SOUTH 80°29'02" EAST, FOR A DISTANCE OF 172.97 FEET; THENCE SOUTH 84°32'18" EAST, FOR A DISTANCE OF 543.55 FEET; THENCE NORTH 28°37'17" WEST, FOR A DISTANCE OF 37.12 FEET; THENCE SOUTH 83°43'34" EAST, FOR A DISTANCE OF 81.11 FEET; THENCE NORTH 41°18'08" WEST, FOR A DISTANCE OF 604.46 FEET; THENCE SOUTH 48°41'52" WEST, FOR A DISTANCE OF 54.55 FEET; THENCE NORTH 80°47'17" WEST, FOR A DISTANCE OF 57.93 FEET; THENCE SOUTH 04°22'59" EAST, FOR A DISTANCE OF 28.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 30.96 FEET; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC A DISTANCE OF 16.35 FEET, SAID ARC HAVING A CHORD OF 16.16 FEET BEARING SOUTH 19°30'29" EAST TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34°37'59" EAST, FOR A DISTANCE OF 2.65 FEET; THENCE SOUTH 55°36'03" WEST, FOR A DISTANCE OF 3.83 FEET; THENCE SOUTH 31°43'03" EAST, FOR A DISTANCE OF 55.14 FEET; THENCE SOUTH 86°23'18" WEST, FOR A DISTANCE OF 1.59 FEET; THENCE SOUTH 30°24'04" EAST, FOR A DISTANCE OF 39.19 FEET; THENCE SOUTH 19°38'03" WEST, FOR A DISTANCE OF 55.64 FEET; THENCE SOUTH 31°08'46" WEST, FOR A DISTANCE OF 78.08 FEET; THENCE SOUTH 05°11'53" WEST, FOR A DISTANCE OF 12.94 FEET; THENCE NORTH 83°43'34" WEST, FOR A DISTANCE OF 237.05 FEET, TO SAID EAST BOUNDARY OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1214, PAGE 1916; THENCE SOUTH 07°10'38" WEST, ALONG SAID EAST BOUNDARY, FOR A DISTANCE OF 91.01 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN AND BEING A PORTION OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA.

Subject to an easement recorded in Official Records Book ~~2975~~, Page ~~1371~~, of the public records of Bay County, Florida to The Marina at Marina Landing, LLC, a Florida limited liability company and Marina Landing Developers, LLC, a Florida limited liability company, their successors and assigns (the "Easement Holder") for the purpose of providing pedestrian and vehicular ingress and egress, roadways and utilities including without limitation to water, sanitary sewer, electrical, gas, cable television and telephone to the parcels of land adjacent to the Condominium and Condominium Property which is owned, leased or used by the Easement Holder and its successors and assigns.

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COMPOSITE EXHIBITS B AND C TO THE DECLARATION OF MARINA LANDING, A CONDOMINIUM

STATE OF FLORIDA
COUNTY OF BAY

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared SKIPPER C. RUTHERFORD, after first being cautioned and sworn, deposes and says:

1. That he is a duly registered surveyor under the laws of the State of Florida, his certificate of registration number being No. 3961.

2. That the construction of the improvements described by the survey and the graphic description of the improvements of Marina Landing, a condominium, including but not limited to landscaping, utilities services and access to the units and common element facilities serving said building as set forth in the Declaration of a Condominium of Marina Landing, a condominium have been substantially completed so that such material together with the provisions of the Declaration describing the condominium property is an accurate representation of and in sufficient detail to show the relative location and approximate dimensions of the such improvements, and the identification, location and approximate dimensions of the common elements and each unit can be determined from these materials.

FURTHER AFFIANT SAITH NOT.

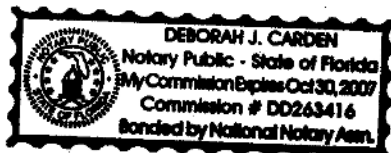
REGISTERED SURVEYOR NO. 3961

STATE OF FLORIDA
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 12th day of September, 2007, by Skipper Rutherford who (notary must check applicable box)

- ☒ is personally known to me.
☐ all produced a current _____ driver's license as identification.
☐ produced _____ as identification.

(SEAL)

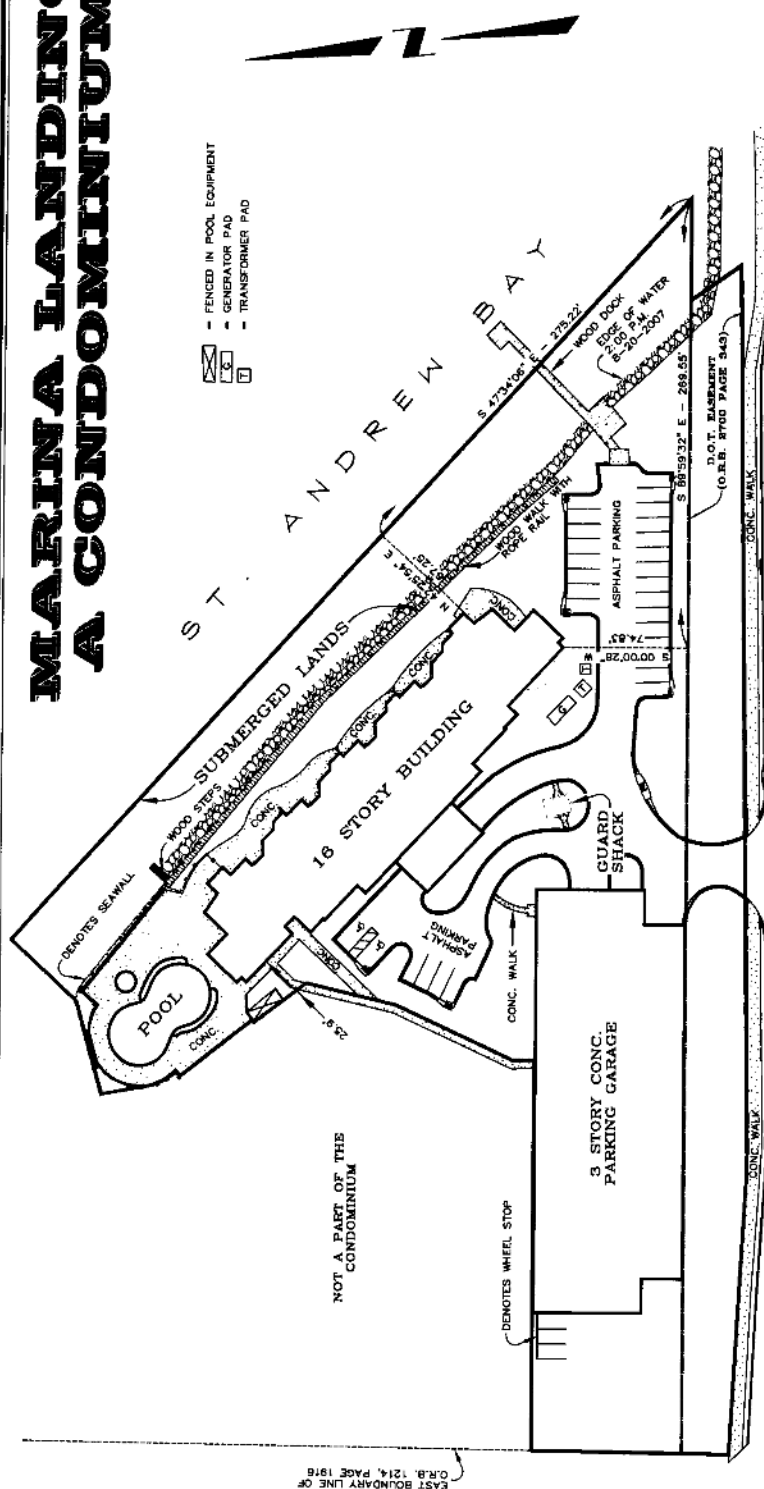


Deborah J Carden
Deborah J Carden
Notary Public
Serial # DD263416
My Commission Expires: 10/30/07

Declaration

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MARINA LANDING A CONDOMINIUM



COMMENCE AT THE SOUTHWEST CORNER OF LOT 2B, WOODLAWN UNIT TWO, AS PER PLAT RECORDED IN PLAT BOOK 9, PAGE 5 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 07°08'00" WEST, FOR A DISTANCE OF 60.00 FEET; TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD NO. 30 (U.S. HIGHWAY NO. 98); THENCE EASTERLY, ALONG SAID NORTHERLY RIGHT OF WAY OF STATE ROAD NO. 30, FOR A DISTANCE OF 85.12 FEET; POINT OF BEGINNING; THENCE NORTH 84°57'51" EAST, FOR A DISTANCE OF 234.23 FEET; THENCE NORTHEASTERLY, ALONG SAID CURVE, FOR AN ARC DISTANCE OF 234.23 FEET; HAVING A RADIUS OF 183.37 FEET BEARING NORTH 71°59'31" EAST; THENCE SOUTH 05°07'28" WEST, FOR A DISTANCE OF 188.16 FEET; THENCE SOUTH 83°43'34" EAST, FOR A DISTANCE OF 446.92 FEET TO THE EAST BOUNDARY OF A PARCEL CONTAINING BOOTH'S ADDITION 1816 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY OF STATE ROAD NO. 30, FOR A DISTANCE OF 172.91 FEET; THENCE SOUTH 83°43'34" WEST, FOR A DISTANCE OF 28.37 FEET; THENCE SOUTH 80°29'02" EAST, FOR A DISTANCE OF 37.12 FEET; THENCE SOUTH 48°41'52" WEST, FOR A DISTANCE OF 543.55 FEET; THENCE NORTH 28°37'17" WEST, FOR A DISTANCE OF 804.48 FEET; THENCE SOUTH 48°41'52" WEST, FOR A DISTANCE OF 54.55 FEET; THENCE SOUTH 07°08'00" WEST, FOR A DISTANCE OF 57.93 FEET; THENCE SOUTH 04°22'59" EAST, FOR A DISTANCE OF 28.81 FEET; TO THE POINT OF BEGINNING; THENCE ALONG SAID CURVE, FOR AN ARC DISTANCE OF 16.35 FEET, HAVING A RADIUS OF 16.16 FEET BEARING SOUTH 19°30'29" EAST TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 34°14'07" EAST, FOR A DISTANCE OF 2.85 FEET; THENCE SOUTH 68°23'16" WEST, FOR A DISTANCE OF 3.83 FEET; THENCE SOUTH 34°14'07" EAST, FOR A DISTANCE OF 39.10 FEET; THENCE SOUTH 05°11'53" WEST, FOR A DISTANCE OF 1.59 FEET; THENCE SOUTH 31°09'46" WEST, FOR A DISTANCE OF 78.08 FEET; THENCE SOUTH 07°08'00" WEST, FOR A DISTANCE OF 237.05 FEET; THENCE SOUTH 07°08'00" WEST, FOR A DISTANCE OF 33.33 FEET; THENCE SOUTH 33°43'34" WEST, FOR A DISTANCE OF 91.01 FEET TO THE POINT OF BEGINNING.

THE LANDS LYING IN AND BEING A PORTION OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA,

CONDOMINIUM SURVEY
SHEET 1 OF 36 SHEETS

Age Group	No opinion	Not a problem	Problem	Big problem	Very big problem
0-10	100	100	100	100	100
11-20	100	100	100	100	100
21-30	100	100	100	100	100
31-40	100	100	100	100	100
41-50	100	100	100	100	100
51-60	100	100	100	100	100
61-70	100	100	100	100	100
71+	100	100	100	100	100

STREET ADDRESS: 6422 WEST HIGHWAY No. 98
EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

STREET ADDRESS: 6422 WEST HIGHWAY No. 98
EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

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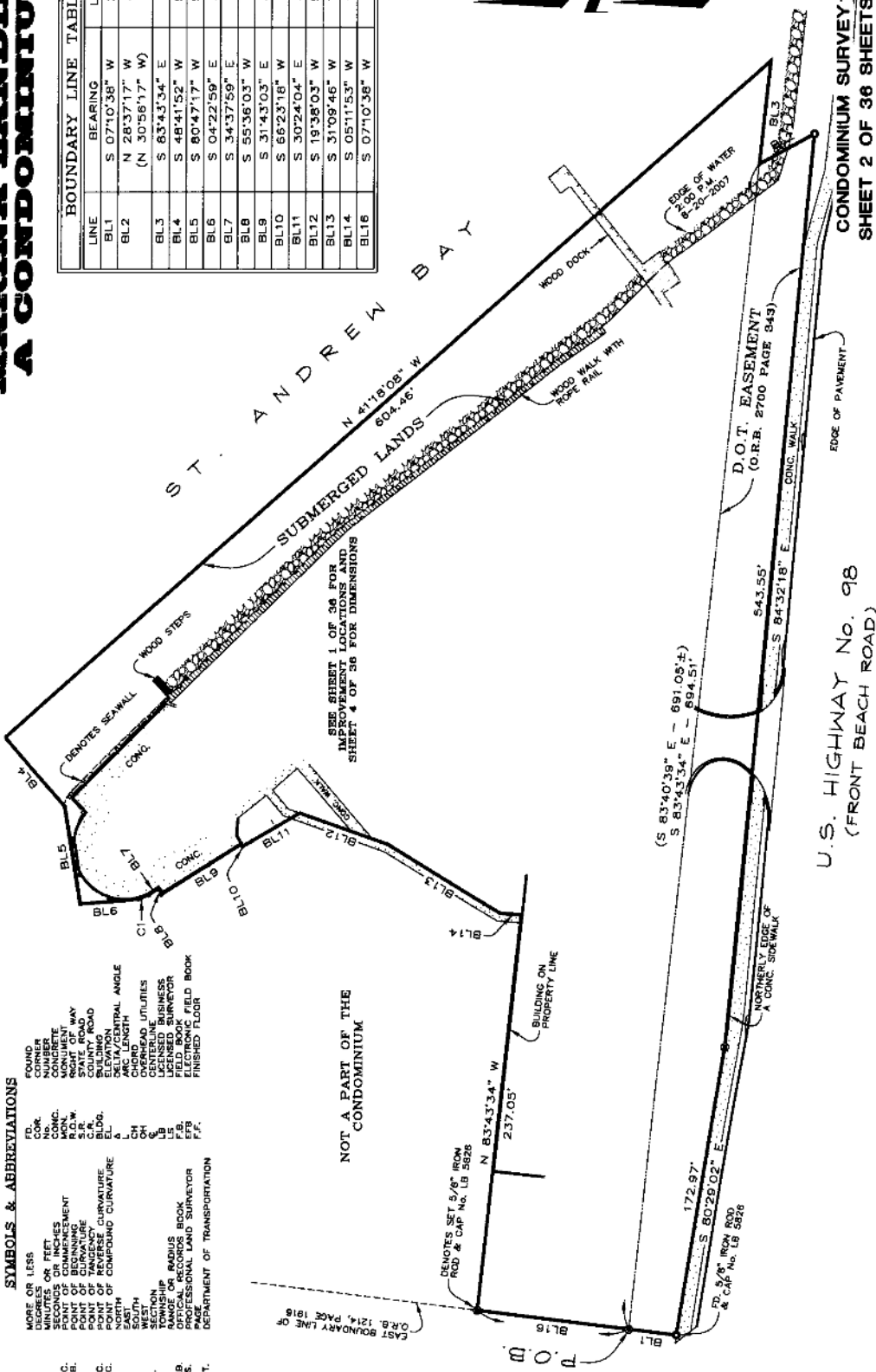
TYPE OF SURVEY:	CONDOMINIUM SURVEY	DRAWING REDUCED	AS SHOWN
SURVEYED	8-29-2007	IMPROVEMENTS	VISIBLE AS SHOWN
SECTION	33	TOWNSHIP	3 SOUTH
REVISED		RANGE	15 WEST
SOURCE OF INFORMATION: DESCRIPTION FURNISHED BY CLIENT			
BEARING REFERENCE S. 89°05'09" E ALONG THE NORTH LINE OF SECTION 33			
ELEVATION REFERENCE	N/A		
F.B. EFB	PAGE	JOB No.	FILE No.
		9991	R10160

CERTIFICATE
I HEREBY CERTIFY THE SURVEY HEREON TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THE DATE SURVEYED.

SKIPPER C. ROTHERFORD, P.L.S.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE No. 15,396

MARINA LANDING A CONDOMINIUM

BOUNDARY LINE TABLE		
LINE	BEARING	LENGTH
BL1	S 07°10'38" W	28.37'
BL2	N 28°37'17" W	37.12'
	(N 30°56'17" W)	
BL3	S 83°43'34" E	61.11'
BL4	S 48°41'52" W	54.55'
BL5	S 80°47'17" W	57.93'
BL6	S 04°22'59" E	28.91'
BL7	S 34°37'59" E	2.65'
BL8	S 55°36'03" W	3.83'
BL9	S 31°43'03" E	55.14'
BL10	S 66°23'18" W	1.59'
BL11	S 30°24'04" E	39.19'
BL12	S 19°38'03" W	55.64'
BL13	S 31°09'46" W	78.08'
BL14	S 05°11'53" W	12.94'
BL16	S 07°10'38" W	91.01'



CONDOMINIUM SURVEY
SHEET 2 OF 36 SHEETS



EACH INDIVIDUAL SHEET IS NOT FILL AND COMPLETE WITHOUT THE OTHERS.

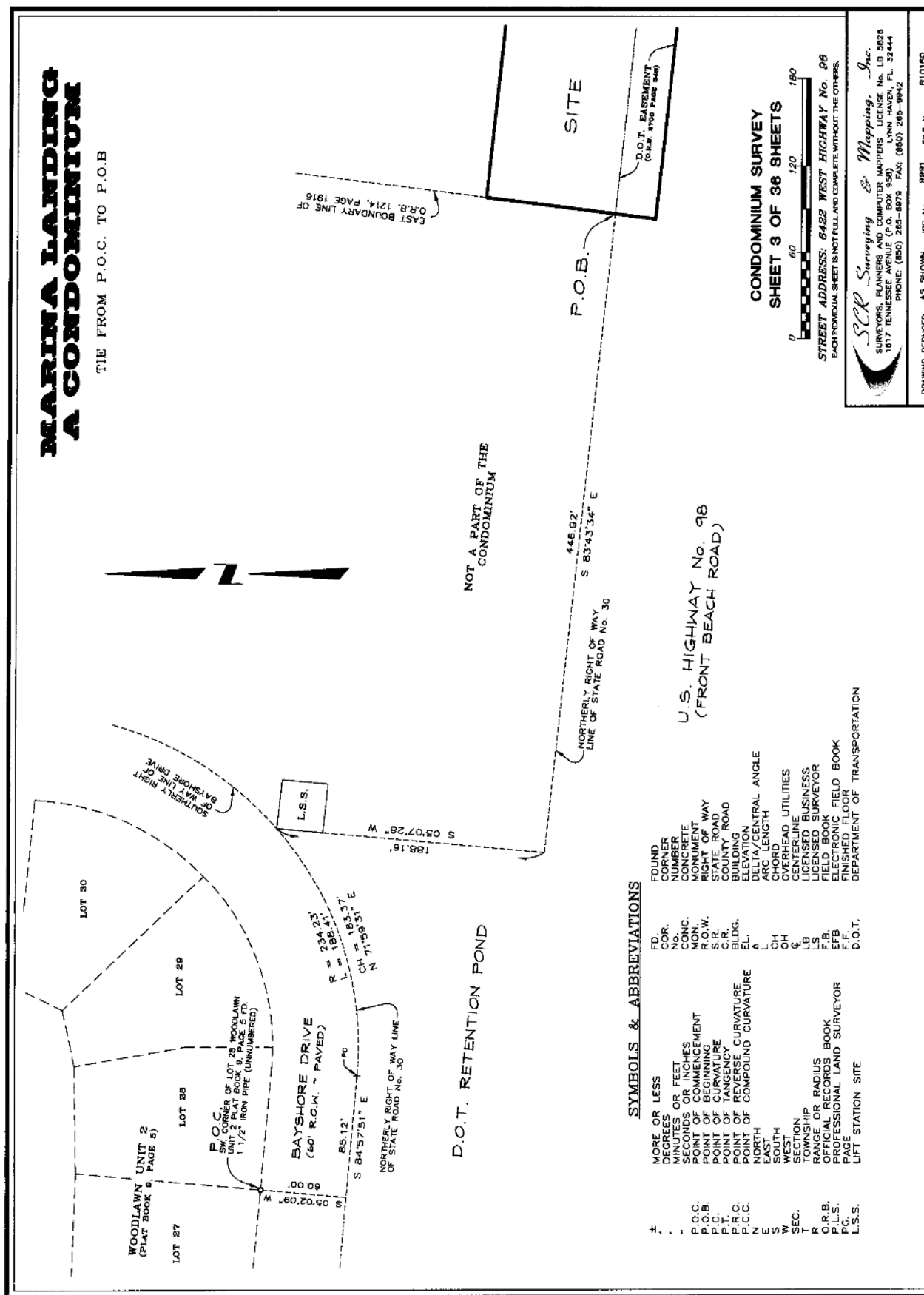
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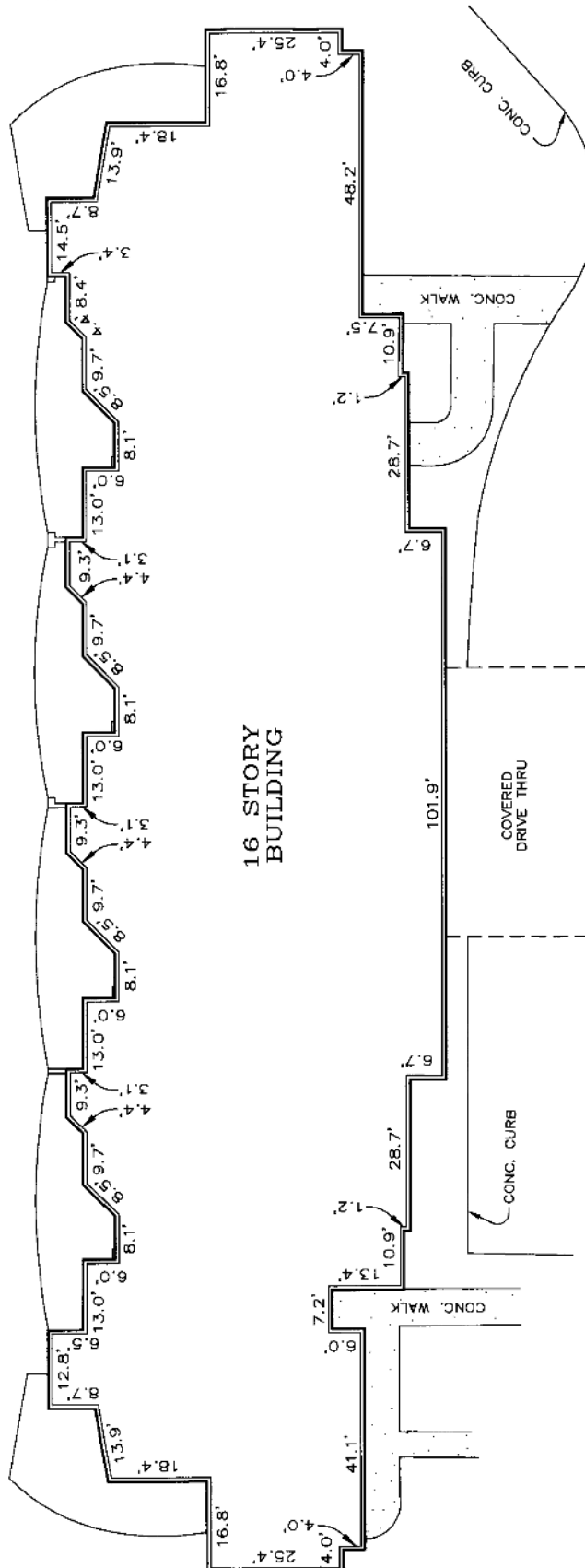
SYMBOLS & ABBREVIATIONS

- 1. MARK OF LESS
- 2. DIAGONAL OF
- 3. NUMBER OF FEET
- 4. MINUTES OR FEET
- 5. MONUMENT
- 6. POINT OF BEGINNING
- 7. POINT OF COMMENCEMENT
- 8. POINT OF TANGENCY
- 9. POINT OF REVERSE CURVATURE
- 10. POINT OF COMPOUND CURVATURE
- 11. NORTH
- 12. EAST
- 13. WEST
- 14. T.C.
- 15. R
- 16. RADIUS
- 17. RADIUS OF CIRCLE
- 18. PROFESSIONAL LAND SURVEYOR
- 19. P.L.S.
- 20. PAGE
- 21. DEPARTMENT OF TRANSPORTATION
- 22. D.O.T.
- 23. COR.
- 24. CORNER
- 25. MONUMENT
- 26. RIGHT OF WAY
- 27. COUNTY ROAD
- 28. ELEVATION
- 29. DELTA/CENTRAL ANGLE
- 30. CHORD
- 31. OVERHEAD UTILITIES
- 32. LICENSED SURVEYOR
- 33. ELECTRONIC FIELD BOOK
- 34. FINISHED FLOOR

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
C1	16.35'	30.96'	16.16'
			BEARING
			S 19°30'29" E
			DELTA
			30°15'00"



MARINA LANDING A CONDOMINIUM



CONDOMINIUM SURVEY
SHEET 4 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX = COMMERCIAL EXERCISE ROOM
H = COMMERCIAL HOA OFFICE
C = COMMERCIAL CLE COUNTER
G = COMMERCIAL OFFICE
HK = COMMERCIAL HOUSEKEEPING
CR = COMMERCIAL RESTROOM
CM = COMMERCIAL MECHANICAL ROOM
CST = COMMERCIAL STORAGE
ST = STORAGE
R = RESTROOM
W = WATER PUMP
F = FIRE COMMAND
T = TRAFFIC ROOM
E = ELEVATOR
V = VESTIBULE
EL = ELECTRICAL
EL & T.V. = ELECTRICAL & TELEVISION
S = STAIRCASE
M = MECHANICAL ROOM

W = WATER PUMP
F = FIRE COMMAND
T = TRASH ROOM
E = ELEVATOR
V = VESTIBULE
EL = ELECTRICAL
EL & T.V. = ELECTRICAL & TELEVISIONS
S = STAIRCASE
M = MECHANICAL ROOM

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MARINA LANDING A CONDOMINIUM

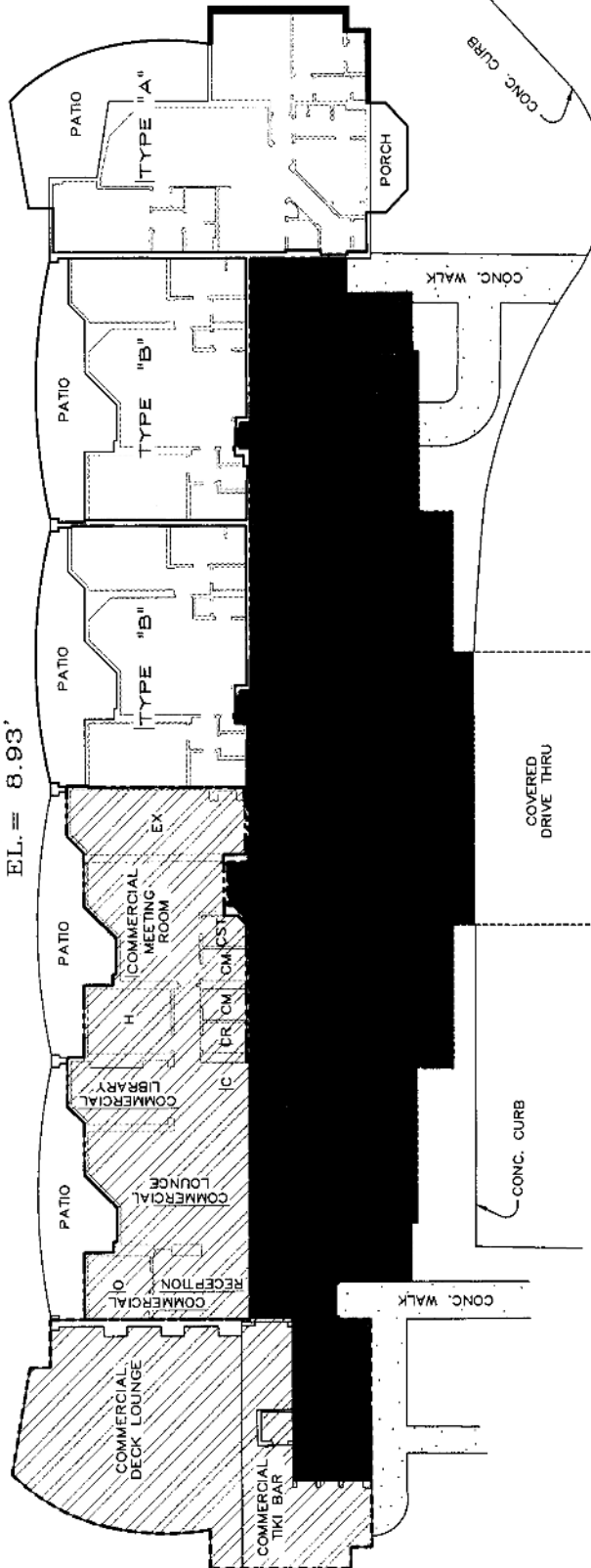
TYPE "A"
SEE SHEET 26
UNIT A 106

TYPE "B"
SEE SHEET 25
UNIT B 105

TYPE "B"
SEE SHEET 25
UNIT B 104

1st FLOOR
EL. = 8.93'

COMMERCIAL UNIT



CONDOMINIUM SURVEY SHEET 5 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX = COMMERCIAL EXERCISE ROOM
H = COMMERCIAL HOA OFFICE
C = COMMERCIAL COFFEE COUNTER
O = COMMERCIAL OFFICE
K = COMMERCIAL KITCHEN
CR = COMMERCIAL RESTROOM
CM = COMMERCIAL MECHANICAL ROOM
CST = COMMERCIAL STORAGE
ST = STORAGE
R = RESTROOM
W = WATER PUMP
F = FIRE COMMAND
T = TANK ROOM
V = VESTIBULE
EL = ELECTRICAL
EL & T.V. = ELECTRICAL & TELEVISION
S = STAIRCASE
M = MECHANICAL ROOM

LIMITED COMMON ELEMENT



COMMERCIAL UNIT



COMMON ELEMENT



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MARINA LANDING A CONDOMINIUM

TYPE "A"
SEE SHEET 26
UNIT A 206

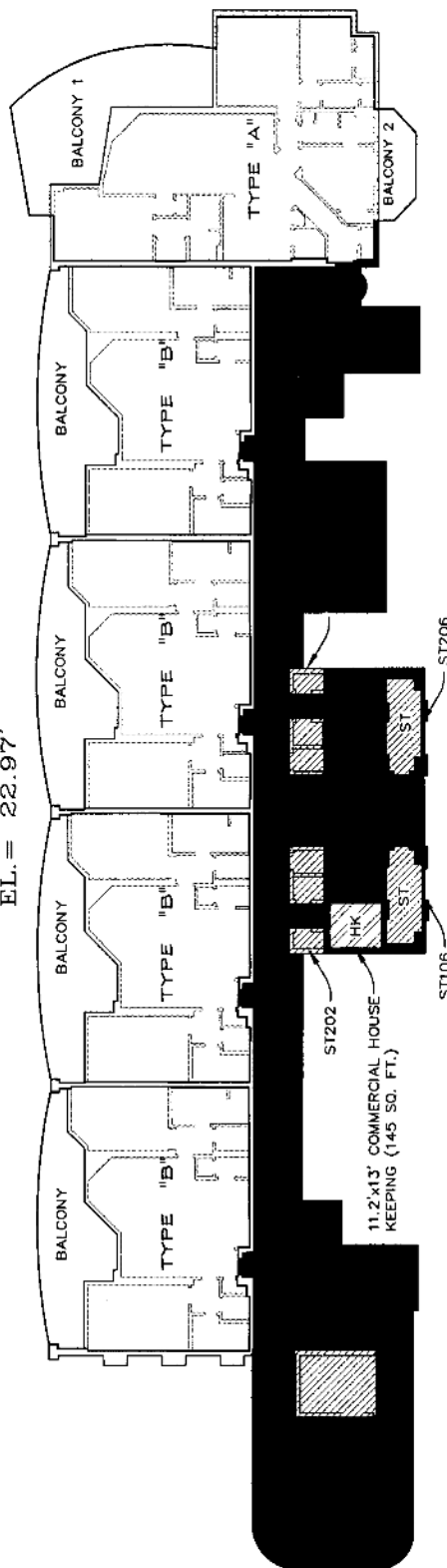
TYPE "B"
SEE SHEET 25
UNIT B 205

TYPE "B"
SEE SHEET 25
UNIT B 204

TYPE "B"
SEE SHEET 25
UNIT B 203

TYPE "B"
SEE SHEET 25
UNIT B 202

2nd FLOOR
EL. = 22.97'



CONDOMINIUM SURVEY SHEET 6 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX = COMMERCIAL EXERCISE ROOM
H = COMMERCIAL HOA OFFICE
C = COMMERCIAL OFFICE COUNTER
O = COMMERCIAL OFFICE
HK = COMMERCIAL HOUSEKEEPING
CR = COMMERCIAL RESTROOM
CM = COMMERCIAL MECHANICAL ROOM
CST = COMMERCIAL STORAGE
R = RESTROOM
W = WATER PUMP
F = FIRE COMMAND
T = TALK ROOM
E = ELEVATOR
V = VESTIBULE
EL = ELECTRICAL
EL & T.V. = ELECTRICAL & TELEVISION
S = STAIRCASE
M = MECHANICAL ROOM

LIMITED COMMON ELEMENT



COMMERCIAL UNIT



COMMON ELEMENT



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MARINA LANDING A CONDOMINIUM

TYPE "A"
(MIRRORED)
SEE SHEET 27
UNIT A 301

TYPE "B"
SEE SHEET 25
UNIT B 302

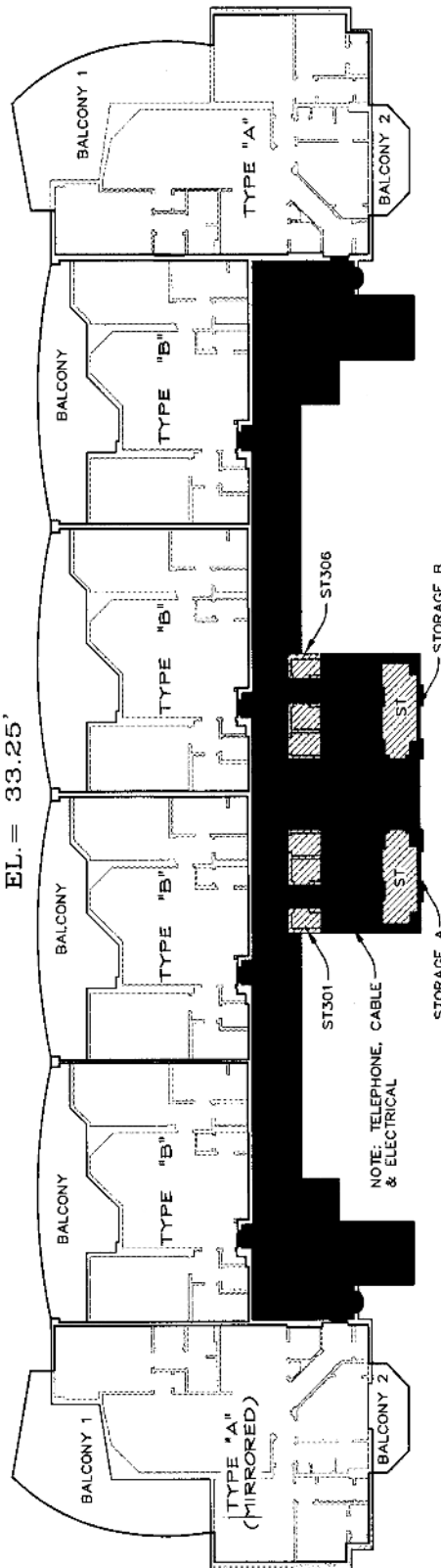
TYPE "B"
SEE SHEET 25
UNIT B 303

TYPE "B"
SEE SHEET 25
UNIT B 304

TYPE "B"
SEE SHEET 25
UNIT B 305

TYPE "A"
SEE SHEET 26
UNIT A 306

3rd FLOOR
EL. = 33.25'



CONDOMINIUM SURVEY SHEET 7 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX = COMMERCIAL EXERCISE ROOM
H = COMMERCIAL HOA OFFICE
C = COMMERCIAL COFFEE COUNTER
Q = COMMERCIAL OFFICE KITCHEN
K = COMMERCIAL KITCHEN
CR = COMMERCIAL RESTROOM
CM = COMMERCIAL MECHANICAL ROOM
CST = COMMERCIAL STORAGE
R = RESTROOM
W = WATER PUMP
F = FIRE COMMAND
E = ELEVATOR
V = VESTIBULE
EL = ELECTRICAL
EL & T.V. = ELECTRICAL & TELEVISION
S = STAIRCASE
M = MECHANICAL ROOM

LIMITED COMMON ELEMENT



COMMERCIAL UNIT



COMMON ELEMENT



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MARINA LANDING A CONDOMINIUM

TYPE "A"
(MIRRORED)
SEE SHEET 27
UNIT A 401

TYPE "B"
SEE SHEET 25
UNIT B 402

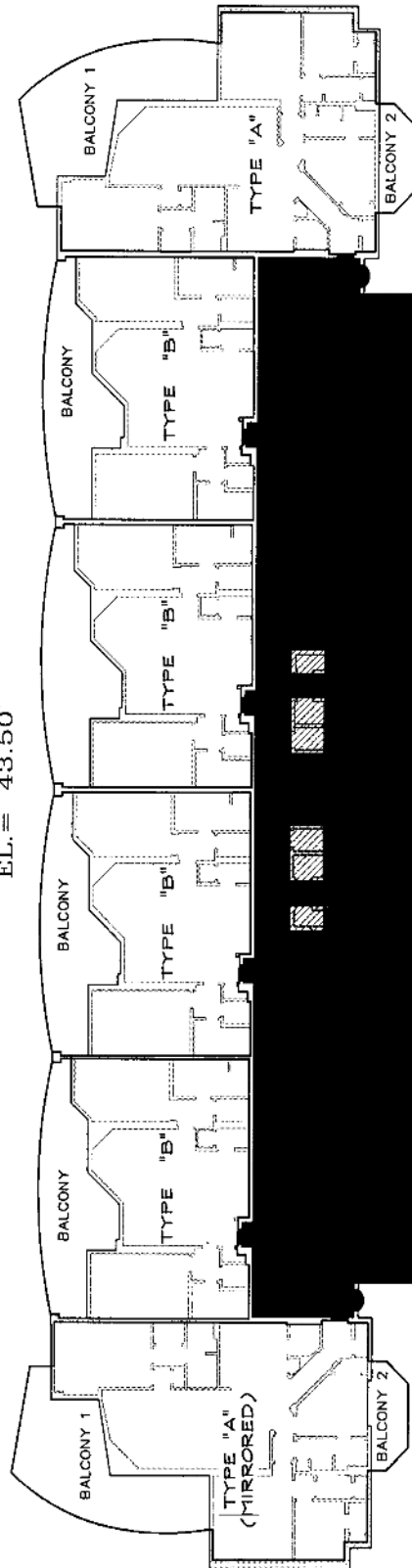
TYPE "B"
SEE SHEET 25
UNIT B 403

TYPE "B"
SEE SHEET 25
UNIT B 404

TYPE "B"
SEE SHEET 25
UNIT B 405

TYPE "A"
SEE SHEET 26
UNIT A 406

4th FLOOR
EL. = 43.50'



CONDOMINIUM SURVEY SHEET 8 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX = COMMERCIAL EXERCISE ROOM
H = COMMERCIAL HOUSING
C = COMMERCIAL COFFEE COUNTER
O = COMMERCIAL OFFICE
HK = COMMERCIAL HOUSEKEEPING
CR = COMMERCIAL RESTROOM
CM = COMMERCIAL MECHANICAL ROOM
CST = COMMERCIAL STORAGE
ST = STORAGE
R = RESTROOM
W = WATER PUMP
F = FIRE COMMAND
T = TRASH ROOM
E = ELEVATOR
V = VESTIBULE
EL = ELECTRICAL
EL & T.V. = ELECTRICAL & TELEVISION
S = STAIRCASE
M = MECHANICAL ROOM

LIMITED COMMON ELEMENT



COMMERCIAL UNIT



COMMON ELEMENT



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MARINA LANDING A CONDOMINIUM

TYPE "A"
(MIRRORED)
SEE SHEET 27
UNIT A 501

TYPE "B"
SEE SHEET 25
UNIT B 502

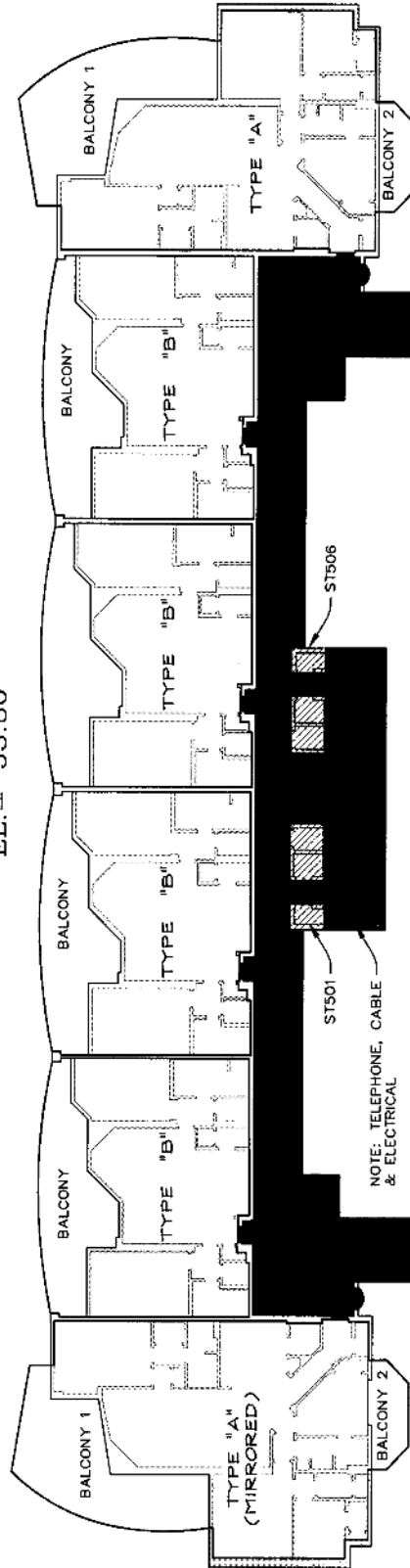
TYPE "B"
SEE SHEET 25
UNIT B 503

TYPE "B"
SEE SHEET 25
UNIT B 504

TYPE "B"
SEE SHEET 25
UNIT B 505

TYPE "A"
SEE SHEET 26
UNIT A 506

5th FLOOR
EL. = 53.80'



CONDOMINIUM SURVEY SHEET 9 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX = COMMERCIAL EXERCISE ROOM
H = COMMERCIAL HOA OFFICE
C = COMMERCIAL OFFICE COUNTER
OK = COMMERCIAL OFFICE KEEPING
CR = COMMERCIAL RESTROOM
CM = COMMERCIAL MECHANICAL ROOM
CST = COMMERCIAL STORAGE
ST = STORAGE
R = RESTROOM
W = WATER PUMP
F = FIRE COMMAND
T = TRASH ROOM
V = VESTIBULE
EL = ELECTRICAL
EL & T.V. = ELECTRICAL & TELEVISION
S = STAIRCASE
M = MECHANICAL ROOM

LIMITED COMMON ELEMENT



COMMERCIAL UNIT



COMMON ELEMENT



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MARINA LANDING A CONDOMINIUM

TYPE "A"
(MIRRORED)
SEE SHEET 27
UNIT A 601

TYPE "B"
SEE SHEET 25
UNIT B 602

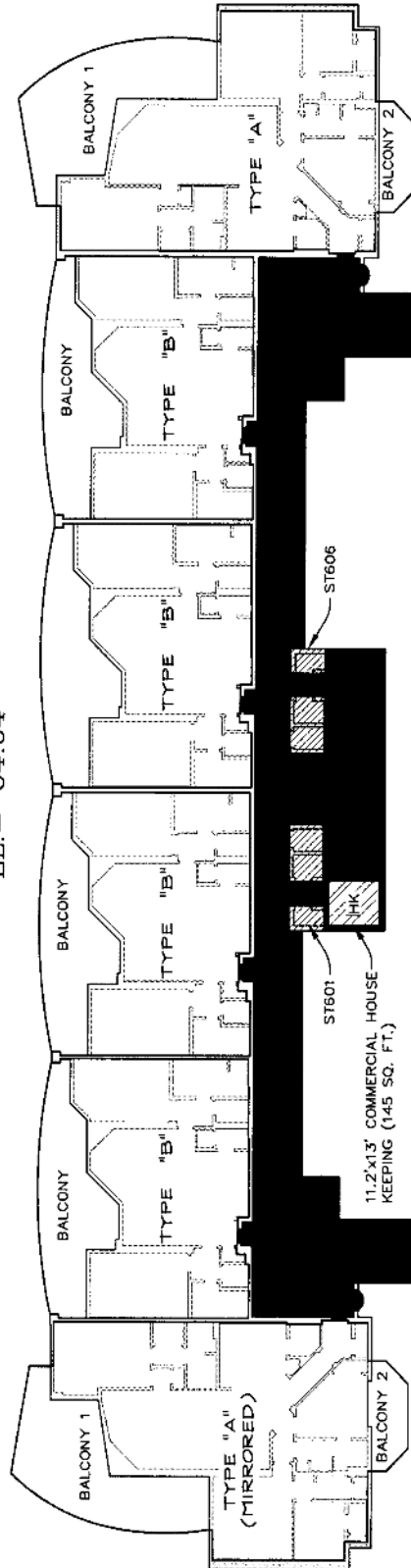
TYPE "B"
SEE SHEET 25
UNIT B 603

TYPE "B"
SEE SHEET 25
UNIT B 604

TYPE "B"
SEE SHEET 25
UNIT B 605

TYPE "A"
SEE SHEET 26
UNIT A 606

6th FLOOR
EL. = 64.04'



CONDOMINIUM SURVEY SHEET 10 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

- W = WATER PUMP
- F = FIRE COMMAND
- T = TRASH ROOM
- E = ELEVATOR
- V = VESTIBULE
- EL = ELECTRICAL
- EL & T.V. = ELECTRICAL & TELEVISION
- S = STAIRCASE
- M = MECHANICAL ROOM
- EX = COMMERCIAL EXERCISE ROOM
- H = COMMERCIAL HOA OFFICE
- C = COMMERCIAL OFFICE COUNTER
- JK = COMMERCIAL JUMPKEEPING
- CR = COMMERCIAL RESTROOM
- CM = COMMERCIAL MECHANICAL ROOM
- CST = COMMERCIAL STORAGE
- ST = STORAGE
- R = RESTROOM

LIMITED COMMON ELEMENT



COMMERCIAL UNIT



COMMON ELEMENT



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MARINA LANDING A CONDOMINIUM

TYPE "A"
(MIRRORED)
SEE SHEET 27
UNIT A 701

TYPE "B"
SEE SHEET 25
UNIT B 702

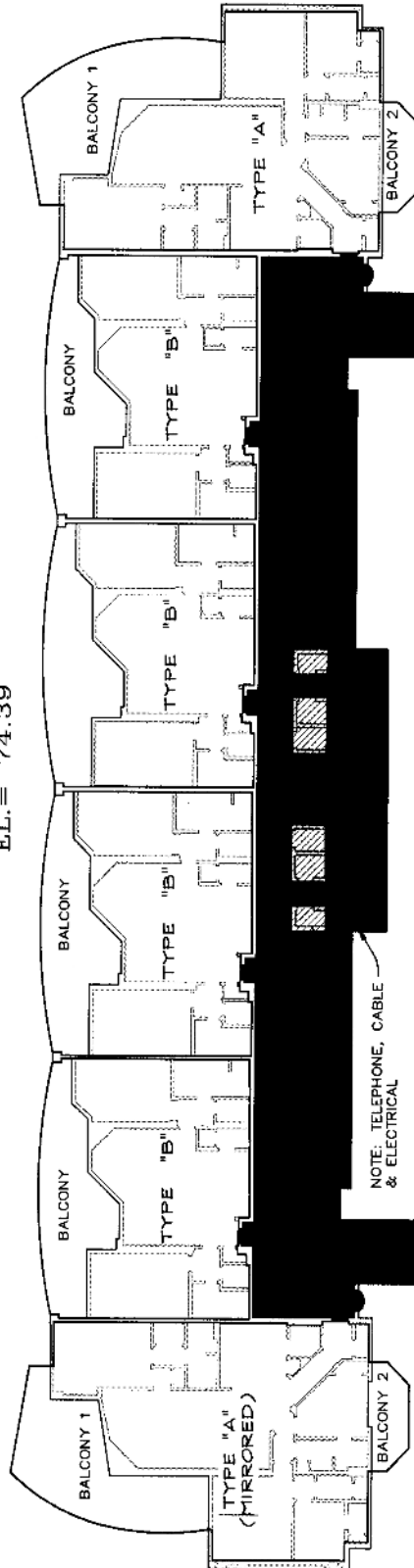
TYPE "B"
SEE SHEET 25
UNIT B 703

TYPE "B"
SEE SHEET 25
UNIT B 704

TYPE "B"
SEE SHEET 25
UNIT B 705

TYPE "A"
SEE SHEET 26
UNIT A 706

7th FLOOR
EL. = 74.39'



CONDOMINIUM SURVEY SHEET 11 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX = COMMERCIAL EXERCISE ROOM
H = COMMERCIAL HOA OFFICE
C = COMMERCIAL OFFICE COUNTER
O = COMMERCIAL OFFICE
HK = COMMERCIAL HOUSEKEEPING
CR = COMMERCIAL RESTROOM
CM = COMMERCIAL MECHANICAL ROOM
ST = COMMERCIAL STORAGE
R = RESTROOM
W = WATER PUMP
F = FIRE COMMAND
T = TRASH ROOM
E = ELEVATOR
V = VESTIBULE
EL = ELECTRICAL
T.V. = TELEVISION
S = STAIRCASE
M = MECHANICAL ROOM

LIMITED COMMON ELEMENT



COMMERCIAL UNIT



COMMON ELEMENT



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MARINA LANDING A CONDOMINIUM

TYPE "A"
(MIRRORED)
SEE SHEET 27
UNIT A 801

TYPE "B"
SEE SHEET 25
UNIT B 802

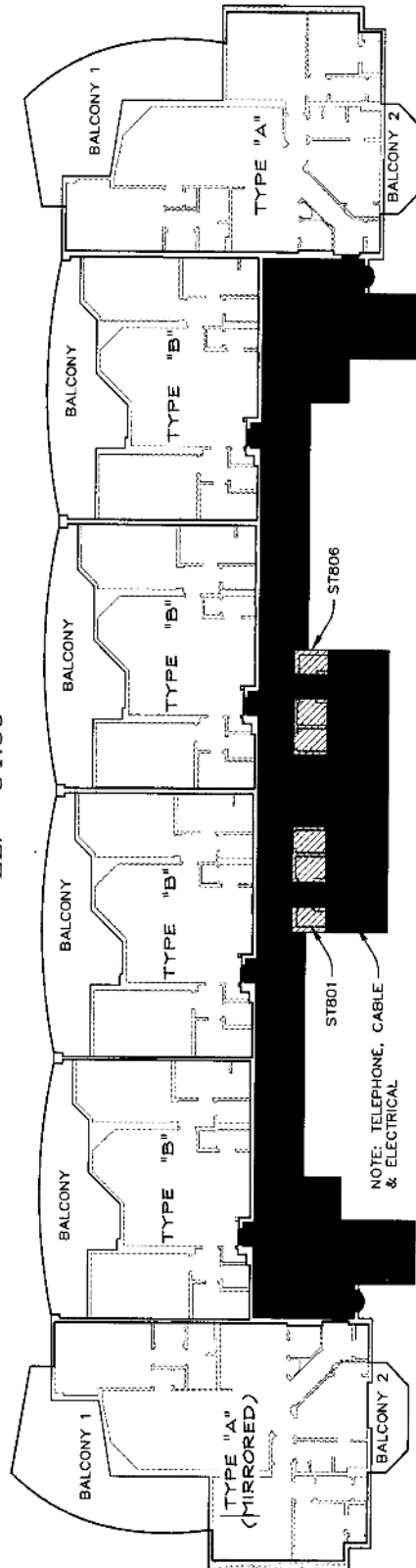
TYPE "B"
SEE SHEET 25
UNIT B 803

TYPE "B"
SEE SHEET 25
UNIT B 804

TYPE "B"
SEE SHEET 25
UNIT B 805

TYPE "A"
SEE SHEET 26
UNIT A 806

8th FLOOR
EL. = 84.59'



CONDOMINIUM SURVEY SHEET 12 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX = COMMERCIAL EXERCISE ROOM
H = COMMERCIAL HOA OFFICE
C = COMMERCIAL OFFICE COUNTER
O = COMMERCIAL OFFICE
HK = COMMERCIAL HOUSEKEEPING
CR = COMMERCIAL RESTROOM
CM = COMMERCIAL MECHANICAL ROOM
CST = COMMERCIAL STORAGE
R = RESTROOM
W = WATER PUMP
F = FIRE COMMAND
T = TRASH ROOM
E = ELEVATOR
V = VESTIBULE
EL = ELECTRICAL
EL & T.V. = ELECTRICAL & TELEVISION
S = STAIRCASE
M = MECHANICAL ROOM

LIMITED COMMON ELEMENT



COMMERCIAL UNIT



COMMON ELEMENT



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PHONE: (850) 265-6979 FAX: (850) 265-9942

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MARINA LANDING A CONDOMINIUM

TYPE "A"
(MIRRORED)
SEE SHEET 27
UNIT A 901

TYPE "B"
SEE SHEET 25
UNIT B 902

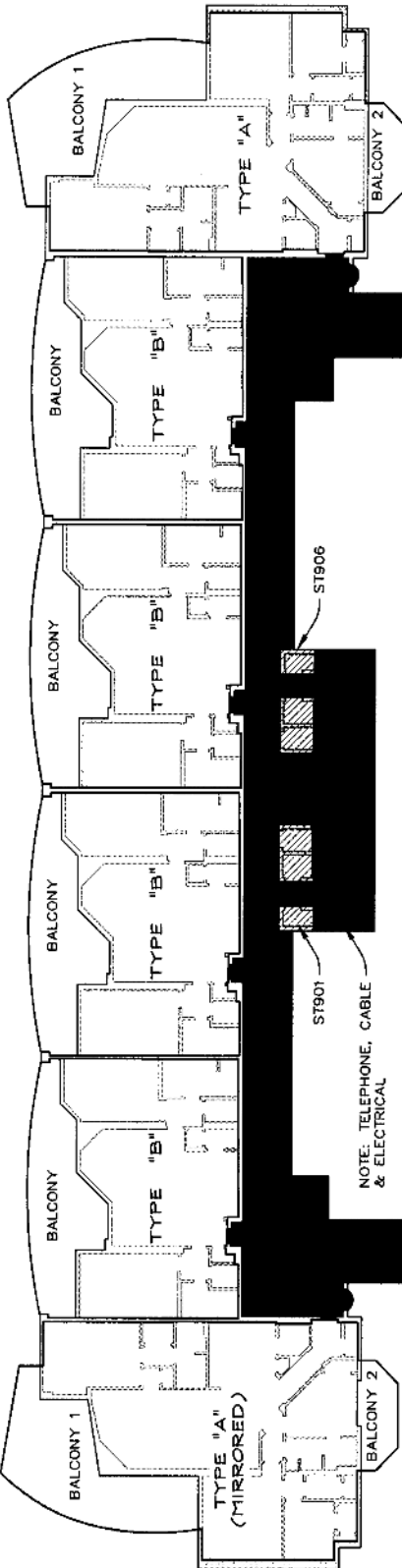
TYPE "B"
SEE SHEET 25
UNIT B 903

TYPE "B"
SEE SHEET 25
UNIT B 904

TYPE "B"
SEE SHEET 25
UNIT B 905

TYPE "A"
SEE SHEET 26
UNIT A 906

9th FLOOR
EL. = 94.84'



CONDOMINIUM SURVEY SHEET 13 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX = COMMERCIAL EXERCISE ROOM
H = COMMERCIAL HOA OFFICE
C = COMMERCIAL COFFEE COUNTER
CK = COMMERCIAL KITCHEN
HK = COMMERCIAL HOUSEKEEPING
CR = COMMERCIAL RESTROOM
CM = COMMERCIAL MECHANICAL ROOM
CST = COMMERCIAL STORAGE
ST = STORAGE
R = RESTROOM
W = WATER PUMP
F = FIRE COMMAND
T = TASH ROOM
E = ELEVATOR
V = VESTIBULE
EL = ELECTRICAL
EL & = ELECTRICAL &
T.V. = TELEVISION
S = STAIRCASE
M = MECHANICAL ROOM

LIMITED COMMON ELEMENT



COMMERCIAL UNIT



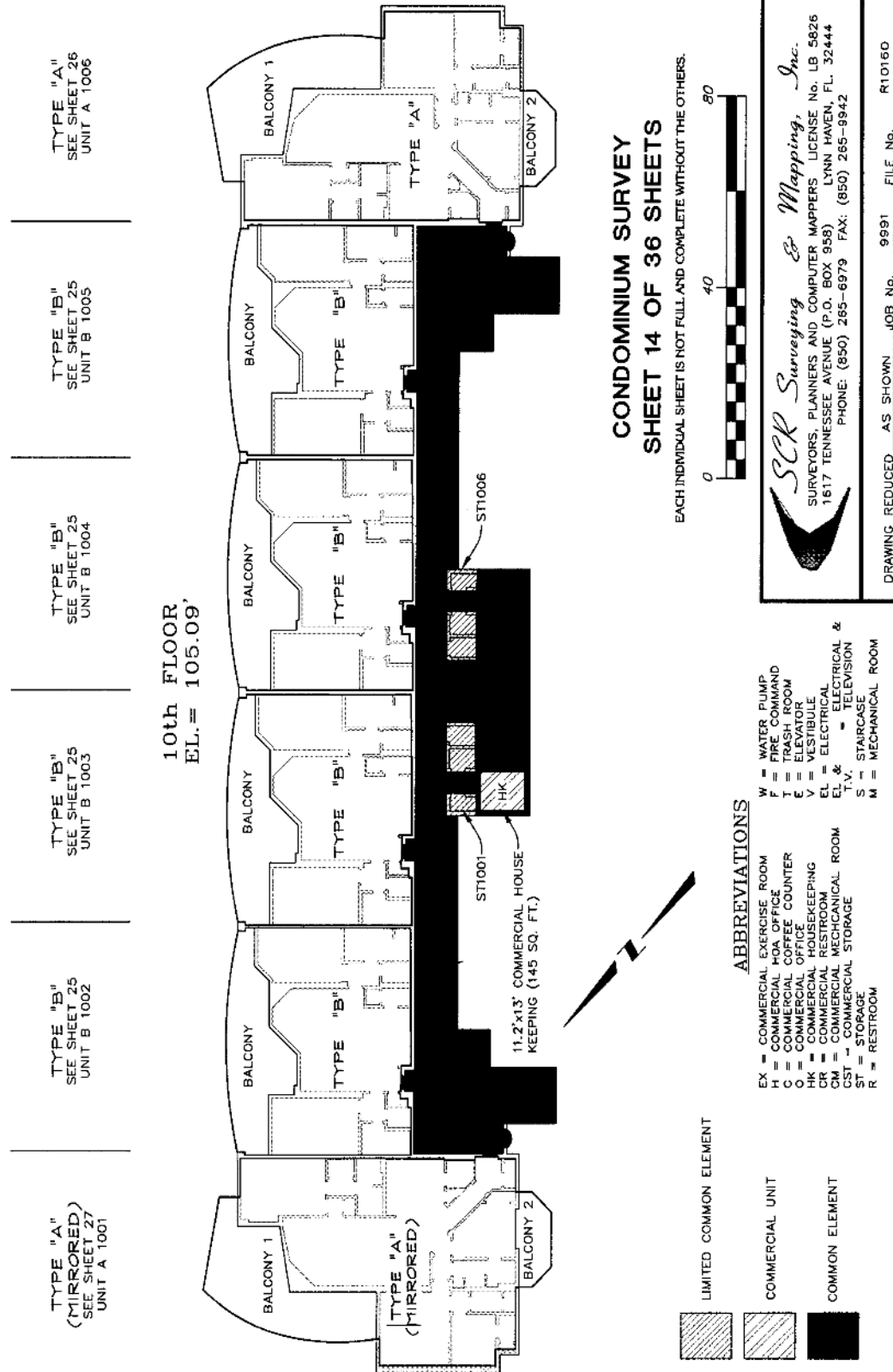
COMMON ELEMENT



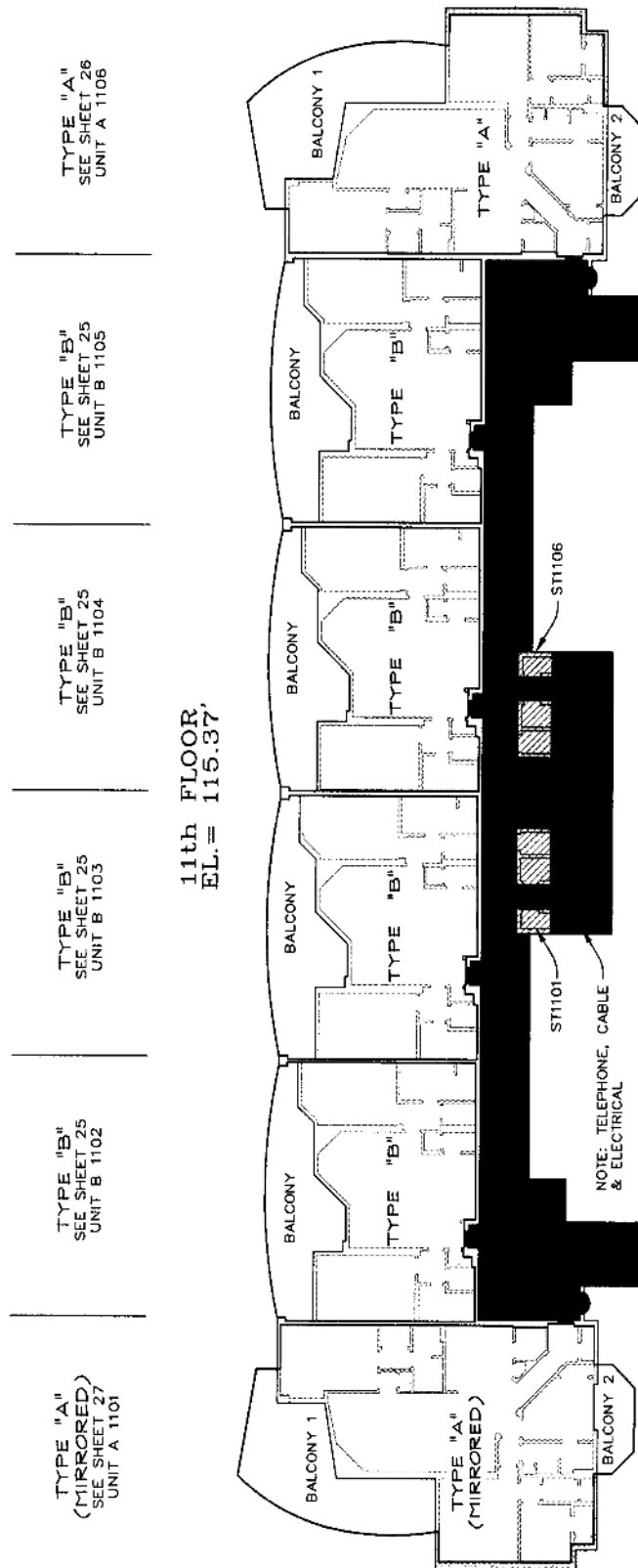
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1617 TENNESSEE AVENUE (P.O. BOX 958) LYNN HAVEN, FL 32444
PHONE: (850) 265-6979 FAX: (850) 265-9942

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MARINA LANDING A CONDOMINIUM



MARINA LANDING A CONDOMINIUM



CONDOMINIUM SURVEY SHEET 15 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX	=	COMMERCIAL EXERCISE ROOM	W	=	WATER PUMP
H	=	COMMERCIAL HOA OFFICE	F	=	FIRE COMMAND
C	=	COMMERCIAL COFFEE COUNTER	T	=	TRASH ROOM
O	=	COMMERCIAL OFFICE	E	=	ELEVATOR
HK	=	COMMERCIAL HOUSEKEEPING	V	=	VESTIBULE
CR	=	COMMERCIAL RESTROOM	EL	=	ELECTRICAL
CM	=	COMMERCIAL MECHANICAL ROOM	EL & T.V.	=	ELECTRICAL & TELEVISION
CS	=	COMMERCIAL STORAGE	S	=	STAIRCASE
ST	=	STORAGE	M	=	MECHANICAL ROOM
R	=	RESTROOM			

UNITED COMMON ELEMENT



COMMERCIAL UNIT



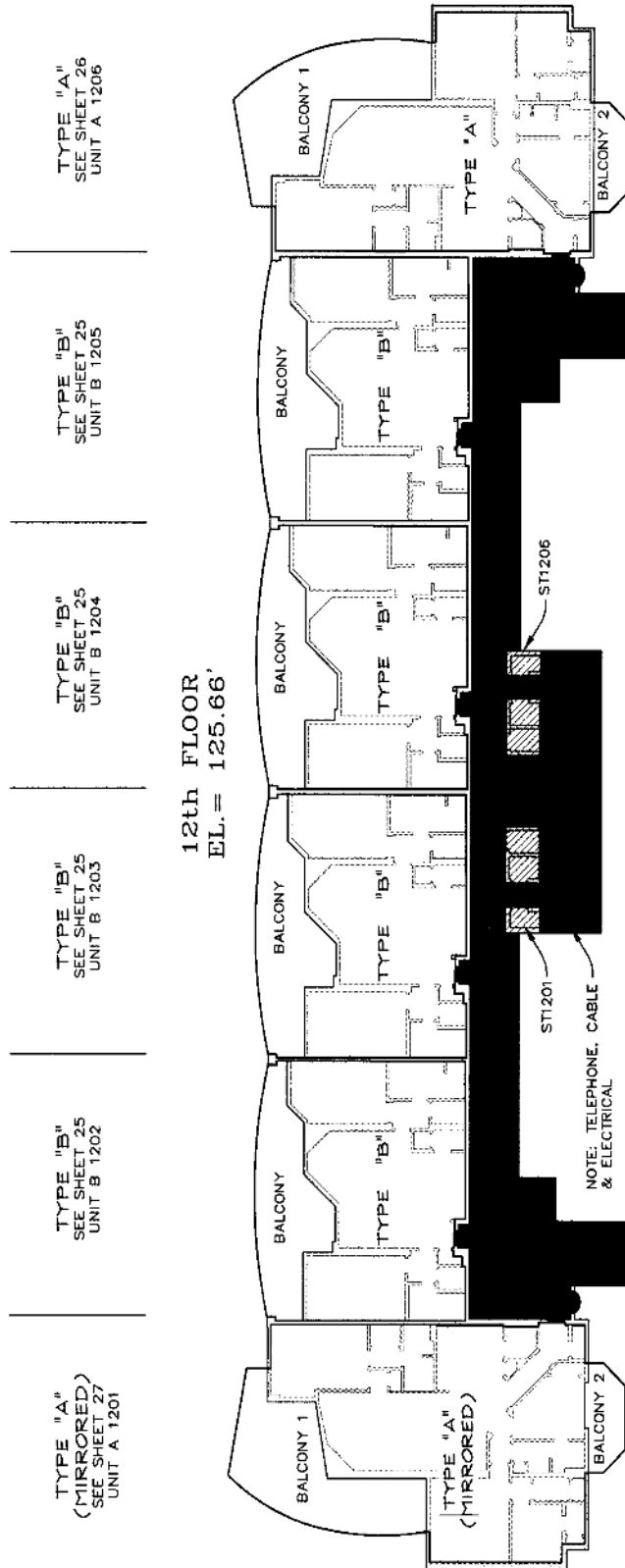
COMMON ELEMENT



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MARINA LANDING A CONDOMINIUM



CONDOMINIUM SURVEY SHEET 16 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX = COMMERCIAL EXERCISE ROOM
H = COMMERCIAL HOA OFFICE
O = COMMERCIAL OFFICE COUNTER
O = COMMERCIAL OFFICE
HK = COMMERCIAL HOUSEKEEPING
CR = COMMERCIAL RESTROOM
CM = COMMERCIAL MECHANICAL ROOM
CST = COMMERCIAL STORAGE
ST = STORAGE
R = RESTROOM

W = WATER PUMP
F = FIRE COMMAND
T = TRESTLE ROOM
E = ELEVATOR
V = VESTIBULE
EL = ELECTRICAL
EL & T.V. = ELECTRICAL & TELEVISION
S = STAIRCASE
M = MECHANICAL ROOM

LIMITED COMMON ELEMENT



COMMERCIAL UNIT



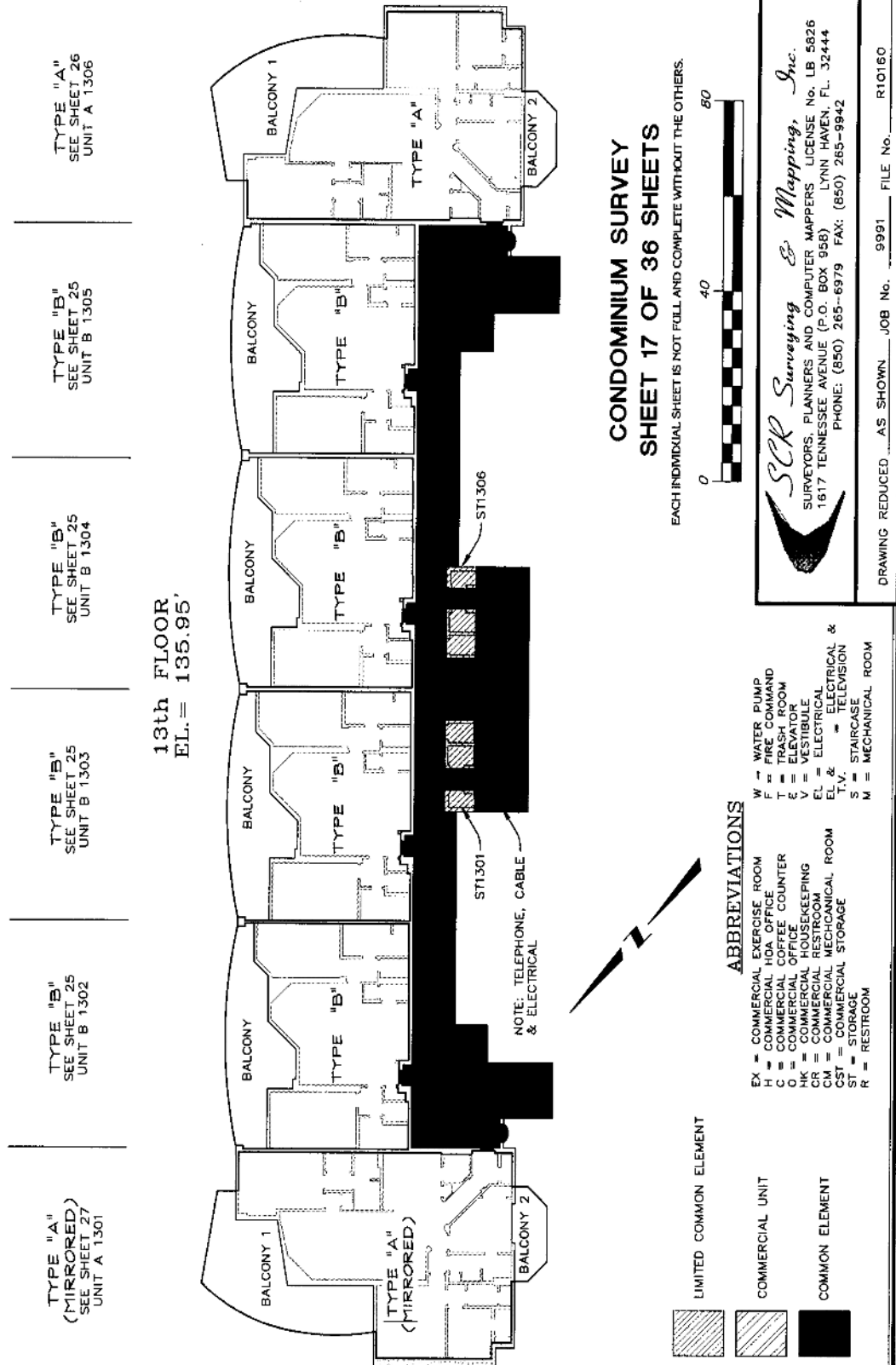
COMMON ELEMENT



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MARINA LANDING A CONDOMINIUM



MARINA LANDING A CONDOMINIUM

TYPE "A"
(MIRRORED)
SEE SHEET 27
UNIT A 1401

TYPE "B"
SEE SHEET 25
UNIT B 1402

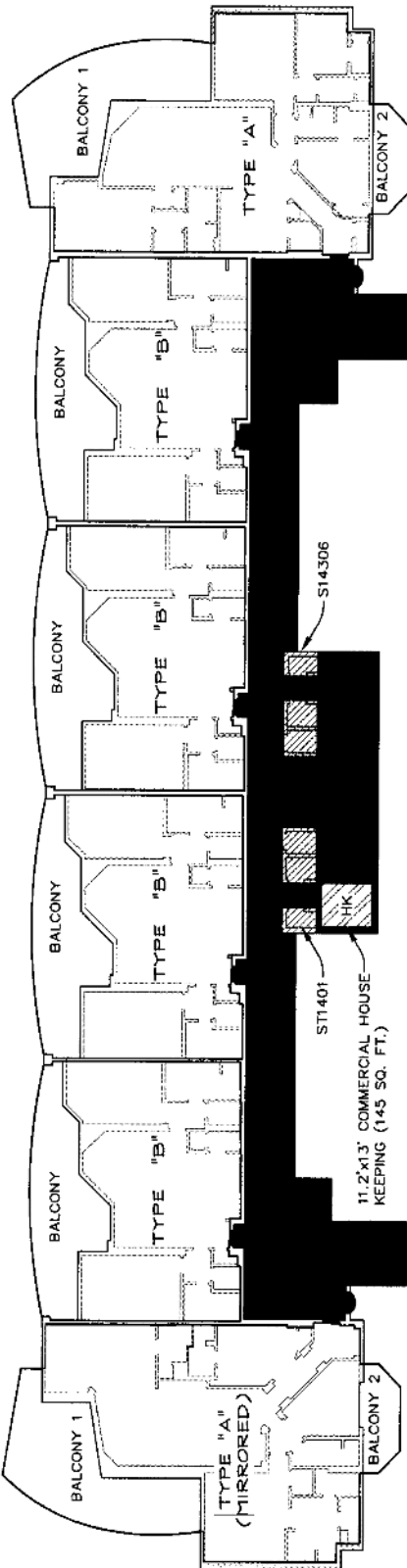
TYPE "B"
SEE SHEET 25
UNIT B 1403

TYPE "B"
SEE SHEET 25
UNIT B 1404

TYPE "B"
SEE SHEET 25
UNIT B 1405

TYPE "A"
SEE SHEET 26
UNIT A 1406

14th FLOOR
EL. = 146.22'



CONDOMINIUM SURVEY
SHEET 18 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX = COMMERCIAL EXERCISE ROOM
H = COMMERCIAL HOA OFFICE
O = COMMERCIAL OFFICE COUNTER
C = COMMERCIAL OFFICE
HK = COMMERCIAL HOUSEKEEPING
CR = COMMERCIAL RESTROOM
CM = COMMERCIAL MECHANICAL ROOM
CST = COMMERCIAL STORAGE
ST = STORAGE
SR = RESTROOM
W = WATER PUMP
F = FIRE CLOSET
T = TELEPHONE ROOM
E = ELEVATOR
V = VESTIBULE
EL = ELECTRICAL
EL & T.V. = ELECTRICAL & TELEVISION
S = STAIRCASE
M = MECHANICAL ROOM

W = WATER PUMP
F = FIRE COMMAND
T = TRASH ROOM
E = ELEVATOR
V = VESTIBULE
EL = ELECTRICAL
EL. & T.V. = ELECTRICAL & TELEVISION
S = STAIRCASE
M = MECHANICAL ROOM

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MARINA LANDING A CONDOMINIUM

TYPE "A"
(MIRRORED)
SEE SHEET 27
UNIT A 1501

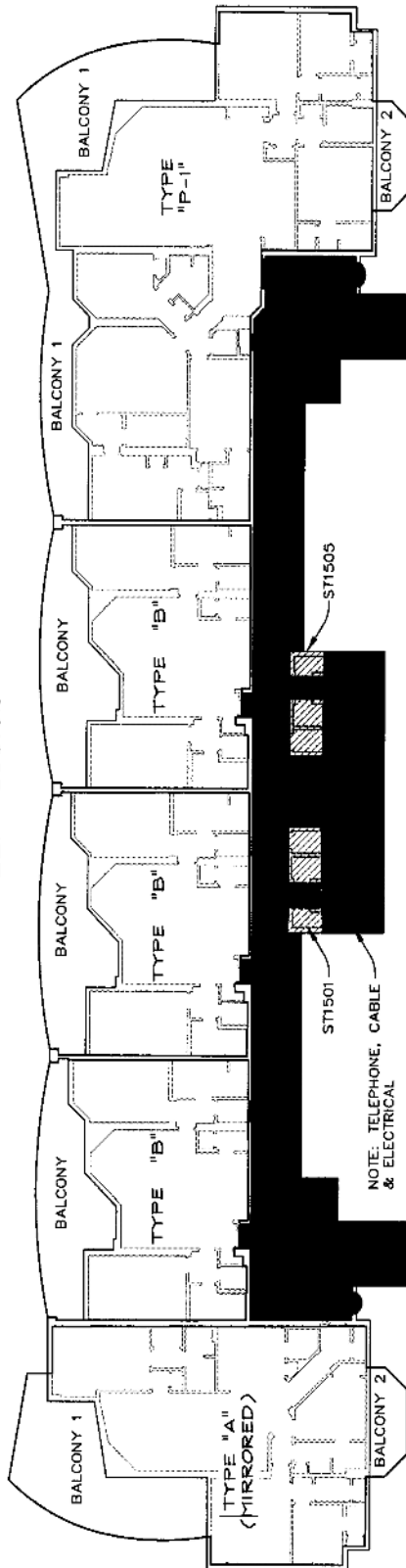
TYPE "B"
SEE SHEET 25
UNIT B 1502

TYPE "B"
SEE SHEET 25
UNIT B 1503

TYPE "B"
SEE SHEET 25
UNIT B 1504

TYPE "P-1"
SEE SHEET 22
UNIT A 1505

15th FLOOR
EL. = 158.02'



CONDOMINIUM SURVEY SHEET 19 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX = COMMERCIAL EXERCISE ROOM
H = COMMERCIAL HOA OFFICE
O = COMMERCIAL OFFICE
O = COMMERCIAL OFFICE COUNTER
HK = COMMERCIAL HOUSEKEEPING
CR = COMMERCIAL RESTROOM
CM = COMMERCIAL MECHANICAL ROOM
CST = COMMERCIAL STORAGE
ST = RESTROOM
R = RESTROOM
W = WATER PUMP
F = FIRE COMMAND
T = TISH ROOM
E = ELEVATOR
V = VESTIBULE
EL = ELECTRICAL
EL & = ELECTRICAL &
T.V. = TELEVISION
S = STAIRCASE
M = MECHANICAL ROOM

LIMITED COMMON ELEMENT



COMMERCIAL UNIT



COMMON ELEMENT



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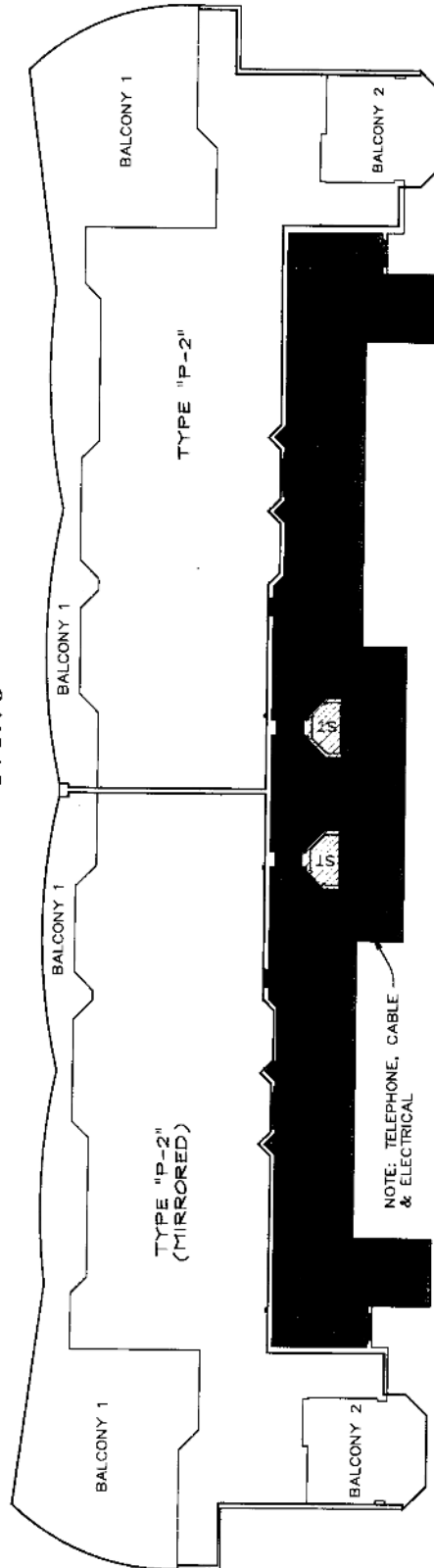
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MARINA LANDING A CONDOMINIUM

TYPE "P-2"
MIRRORED)
SEE SHEET 23
UNIT B 1601

TYPE "P-2"
SEE SHEET 24
UNIT A 1602

16th FLOOR
EL. = 170.76'



CONDOMINIUM SURVEY SHEET 20 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX	=	COMMERCIAL EXERCISE ROOM	W	=	WATER PUMP
H	=	COMMERCIAL HOA OFFICE	F	=	FIRE COMMAND
C	=	COMMERCIAL COFFEE COUNTER	T	=	TRASH ROOM
O	=	COMMERCIAL OFFICE	E	=	ELEVATOR
HK	=	COMMERCIAL HOUSEKEEPING	V	=	VESTIBULE
CR	=	COMMERCIAL RESTROOM	EL	=	ELECTRICAL
CM	=	COMMERCIAL MECHANICAL ROOM	EL &	=	ELECTRICAL &
ST	=	STORAGE	T.V.	=	TELEVISION
R	=	RESTROOM	S	=	STAIRCASE
			M	=	MECHANICAL ROOM

LIMITED COMMON ELEMENT

COMMERCIAL UNIT

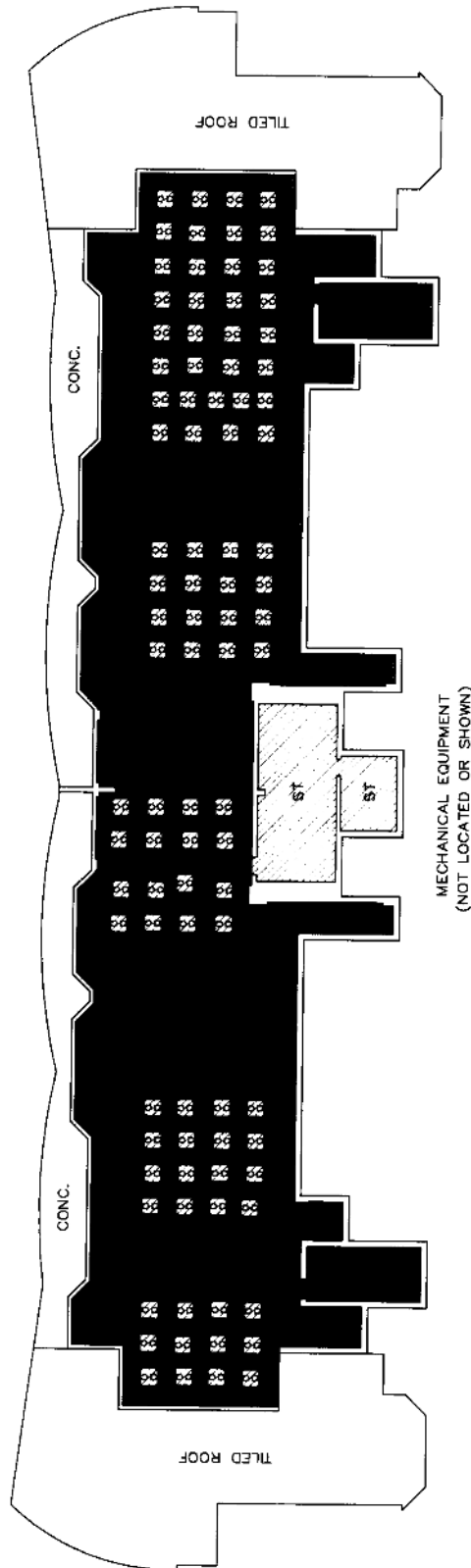
COMMON ELEMENT

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MARINA LANDING A CONDOMINIUM

ROOF
EL. = 184.17'



CONDOMINIUM SURVEY SHEET 21 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

LIMITED COMMON ELEMENT

COMMERCIAL UNIT

COMMON ELEMENT

EX = COMMERCIAL EXERCISE ROOM
H = COMMERCIAL HOA OFFICE
O = COMMERCIAL OFFICE COUNTER
O = COMMERCIAL OFFICE
HK = COMMERCIAL HOUSEKEEPING
CR = COMMERCIAL RESTROOM
CM = COMMERCIAL MECHANICAL ROOM
CST = COMMERCIAL STORAGE
ST = RESTROOM
R = RESTROOM
W = WATER PUMP
F = FIRE COMMAND
T = TRASH ROOM
V = VESIBULE
EL = ELECTRICAL
EL & TV = ELECTRICAL & TELEVISION
S = STAIRCASE
M = MECHANICAL ROOM
M = AIR CONDITIONER UNIT
(LIMITED COMMON ELEMENT)

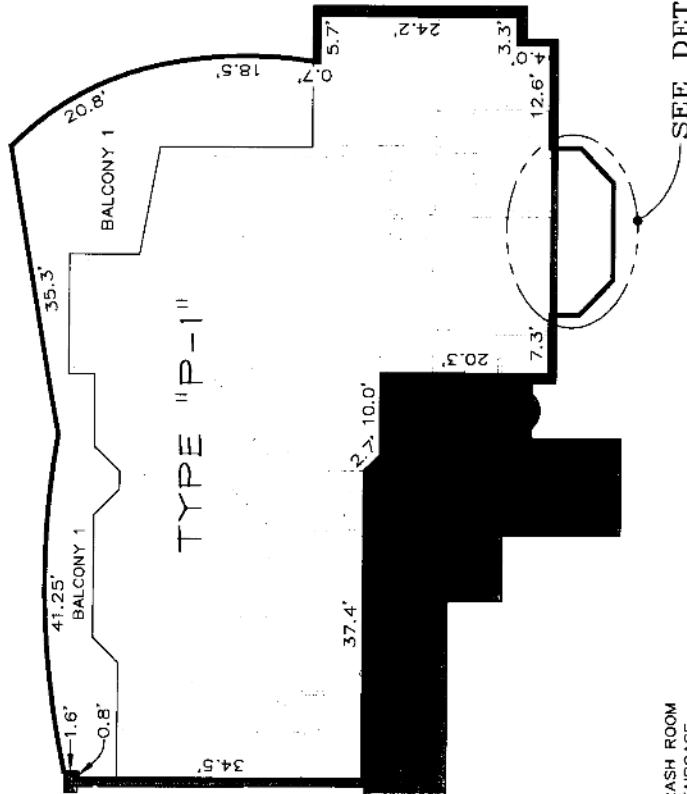
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MARINA LANDING A CONDOMINIUM

NOTE:
ALL AREAS OUTSIDE OF THE INDIVIDUAL UNITS ARE
COMMON ELEMENTS OR LIMITED COMMON ELEMENTS

UNITS:
1505



T = TRASH ROOM
S = STAIRCASE

COMMON ELEMENT

SQUARE FOOTAGE TABLE	
LIVING AREA	3475'
SMALL BALCONY	134'
LARGE BALCONY	877'
TOTAL	4486'

CONDOMINIUM SURVEY SHEET 22 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL, AND COMPLETE WITHOUT THE OTHERS.

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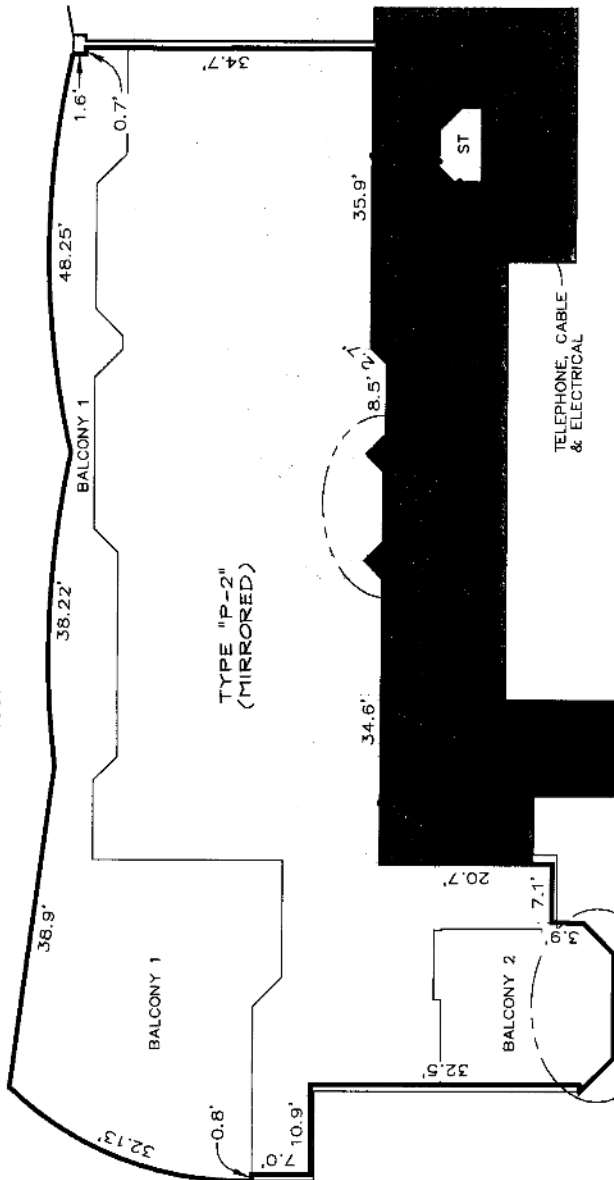
DRAWING SCALE 1" = 20' JOB No. 9991 FILE No. R10160

DETAIL
NOT TO SCALE

MARINA LANDING A CONDOMINIUM

NOTE:
ALL AREAS OUTSIDE OF THE INDIVIDUAL UNITS ARE
COMMON ELEMENTS OR LIMITED COMMON ELEMENTS

UNITS:
1601



DETAIL 1
NOT TO SCALE

SQUARE FOOTAGE TABLE	
LIVING AREA	3900'
SMALL BALCONY	382'
LARGE BALCONY	1696'
TOTAL	5978'

CONDOMINIUM SURVEY SHEET 23 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

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DRAWING SCALE 1" = 20' JOB No. 9991 FILE No. R10180

DETAIL 2
NOT TO SCALE

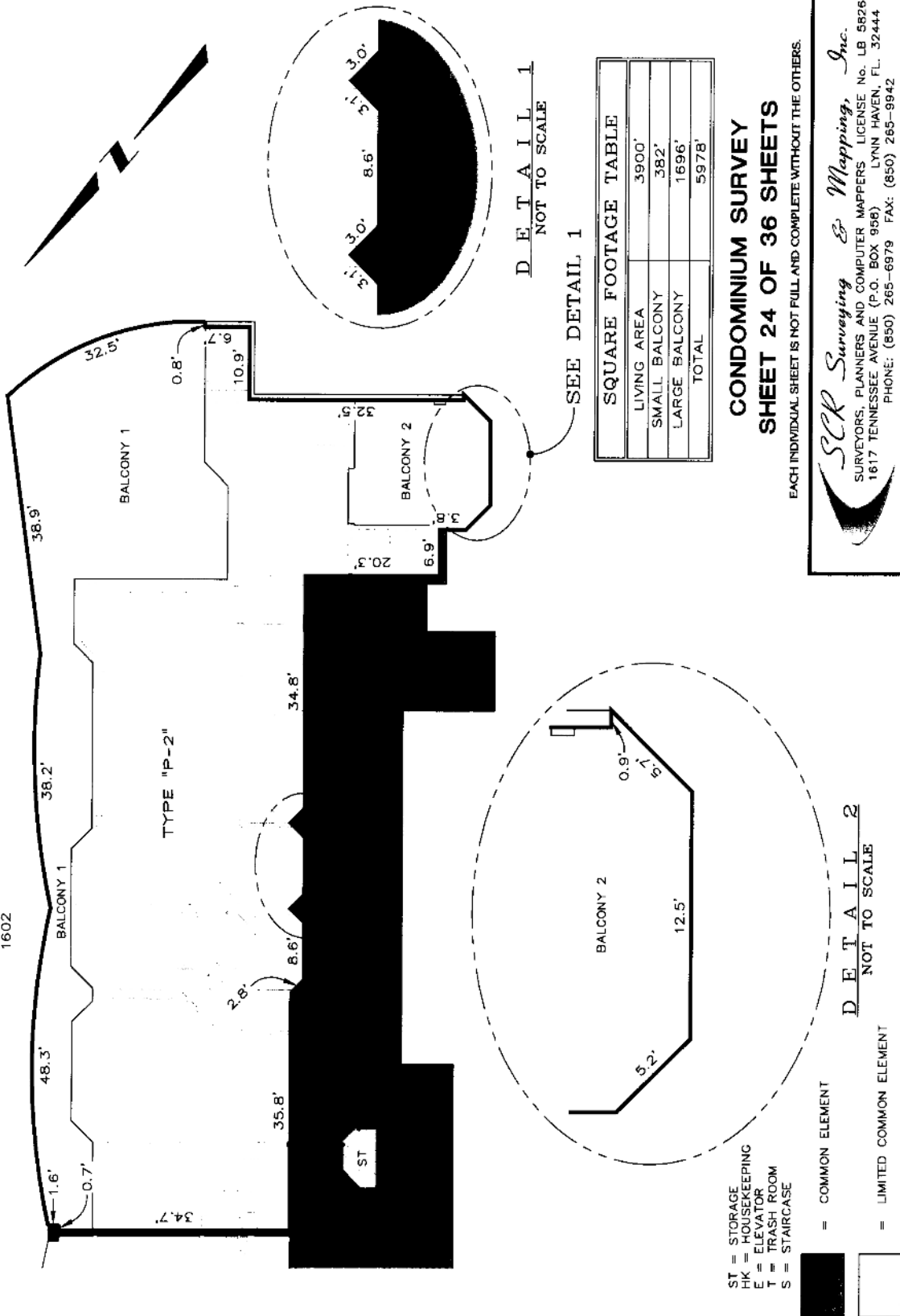
ST = STORAGE
HK = HOUSEKEEPING
E = ELEVATOR
T = TRASH ROOM
S = STAIRCASE

■ = COMMON ELEMENT
□ = LIMITED COMMON ELEMENT

MARINA LANDING A CONDOMINIUM

NOTE:
ALL AREAS OUTSIDE OF THE INDIVIDUAL UNITS ARE
COMMON ELEMENTS OR LIMITED COMMON ELEMENTS

UNITS:
1602



ST = STORAGE
HK = HOUSEKEEPING
E = ELEVATOR
T = TRASH ROOM
S = STAIRCASE

== COMMON ELEMENT

= LIMITED COMMON ELEMENT

CONDOMINIUM SURVEY
SHEET 24 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

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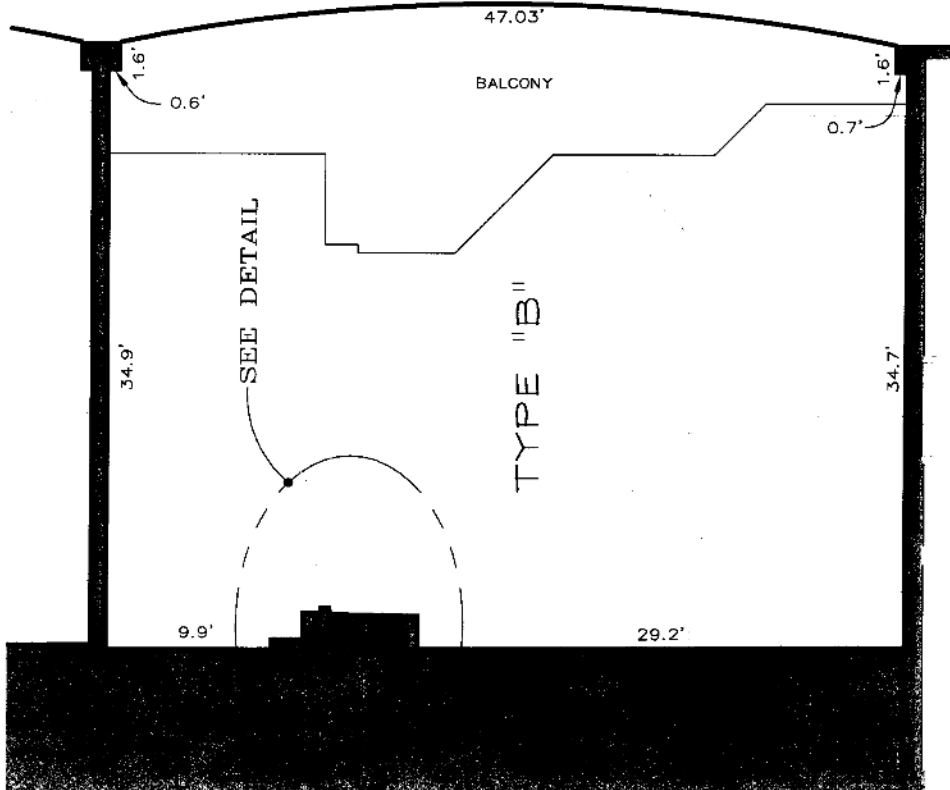
DRAWING SCALE 1" = 20' JOB No. 9991 FILE No. R10160

MARINA LANDING A CONDOMINIUM

NOTE:
ALL AREAS OUTSIDE OF THE INDIVIDUAL UNITS ARE
COMMON ELEMENTS OR LIMITED COMMON ELEMENTS

UNITS:

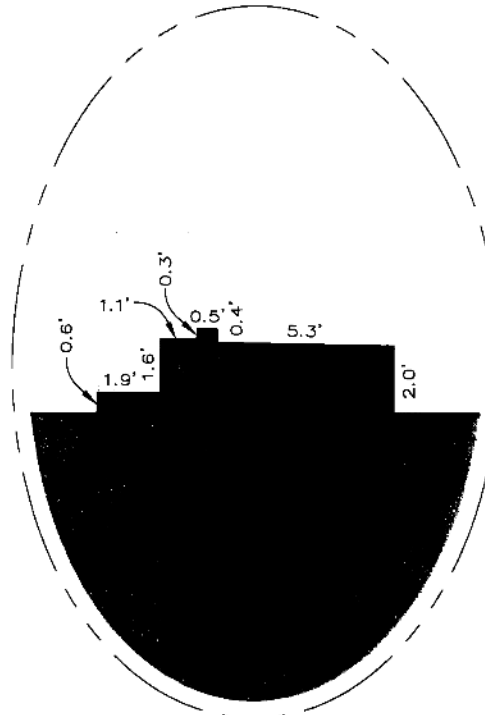
202	104
302	203
402	303
502	403
602	503
702	603
802	703
902	803
1002	903
1102	1003
1202	1103
1302	1203
1402	1303
1502	1403
	1503



COMMON ELEMENT

SQUARE FOOTAGE TABLE

LIVING AREA	1384'
BALCONY	423'
TOTAL	1807'



DETAIL
NOT TO SCALE

CONDOMINIUM SURVEY SHEET 25 OF 36 SHEETS

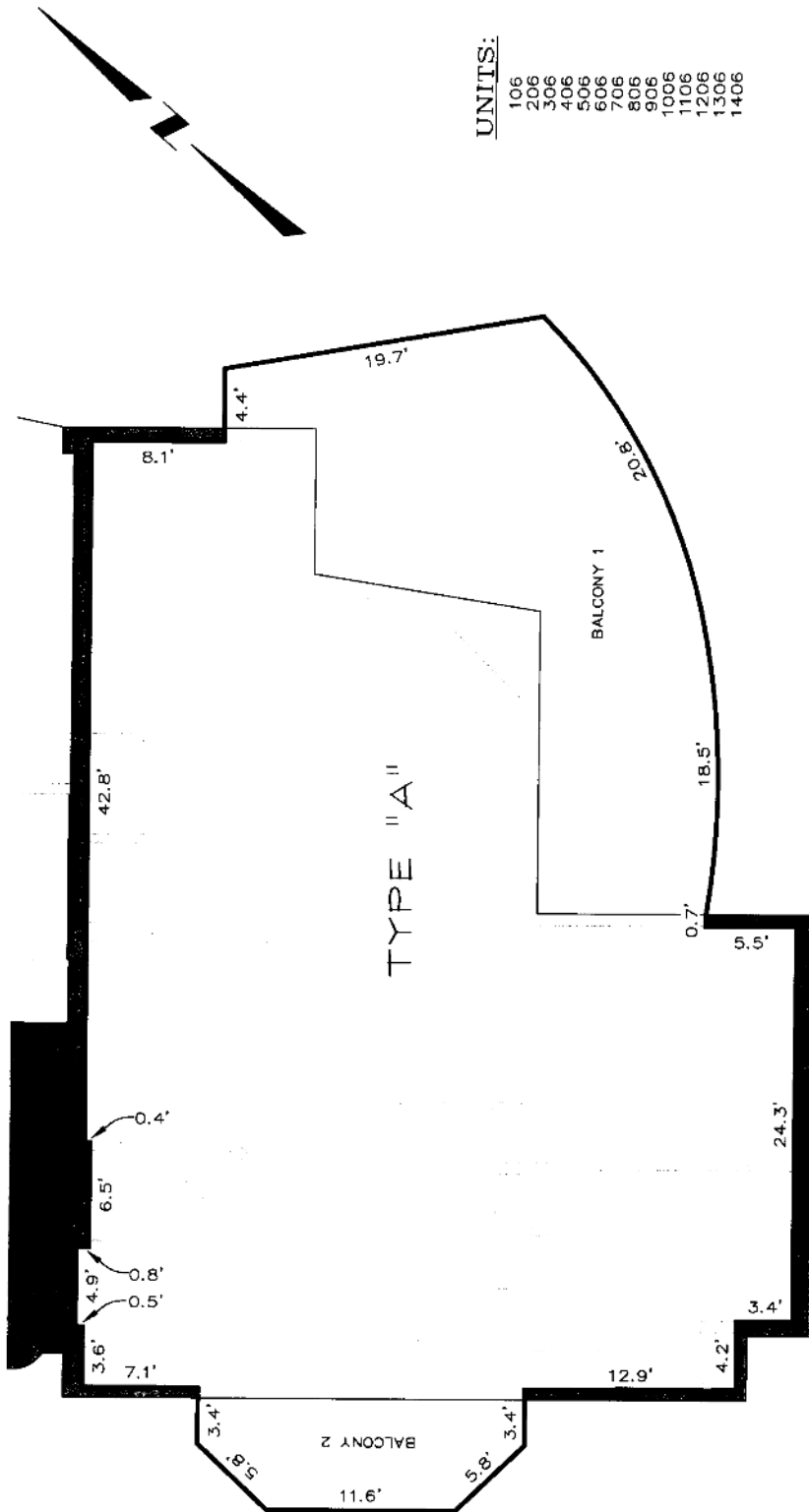
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DRAWING SCALE 1" = 10' JOB No. 9991 FILE No. R10160

MARINA LANDING A CONDOMINIUM

NOTE:
ALL AREAS OUTSIDE OF THE INDIVIDUAL UNITS ARE
COMMON ELEMENTS OR LIMITED COMMON ELEMENTS



UNITS:

106
206
306
406
506
606
706
806
906
1006
1106
1206
1306
1406

CONDOMINIUM SURVEY SHEET 26 OF 36 SHEETS

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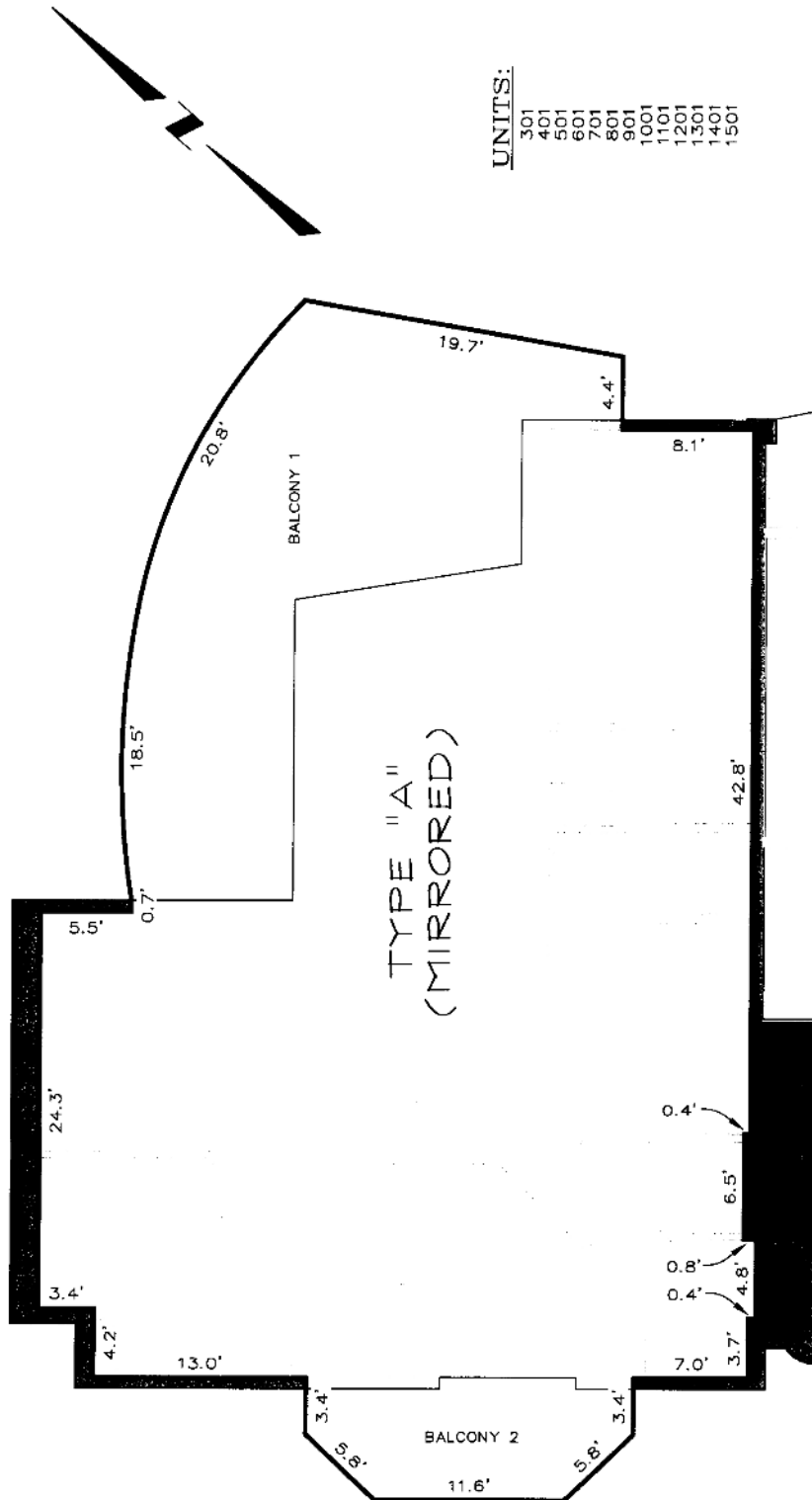
DRAWING SCALE 1" = 10' JOB No. 9991 FILE No. R10160

SQUARE FOOTAGE TABLE

LIVING AREA	1916'
SMALL BALCONY	132'
LARGE BALCONY	548'
TOTAL	2596'

MARINA LANDING A CONDOMINIUM

NOTE:
ALL AREAS OUTSIDE OF THE INDIVIDUAL UNITS ARE
COMMON ELEMENTS OR LIMITED COMMON ELEMENTS



UNITS:

301
401
501
601
701
801
901
1001
1101
1201
1301
1401
1501

CONDOMINIUM SURVEY SHEET 27 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



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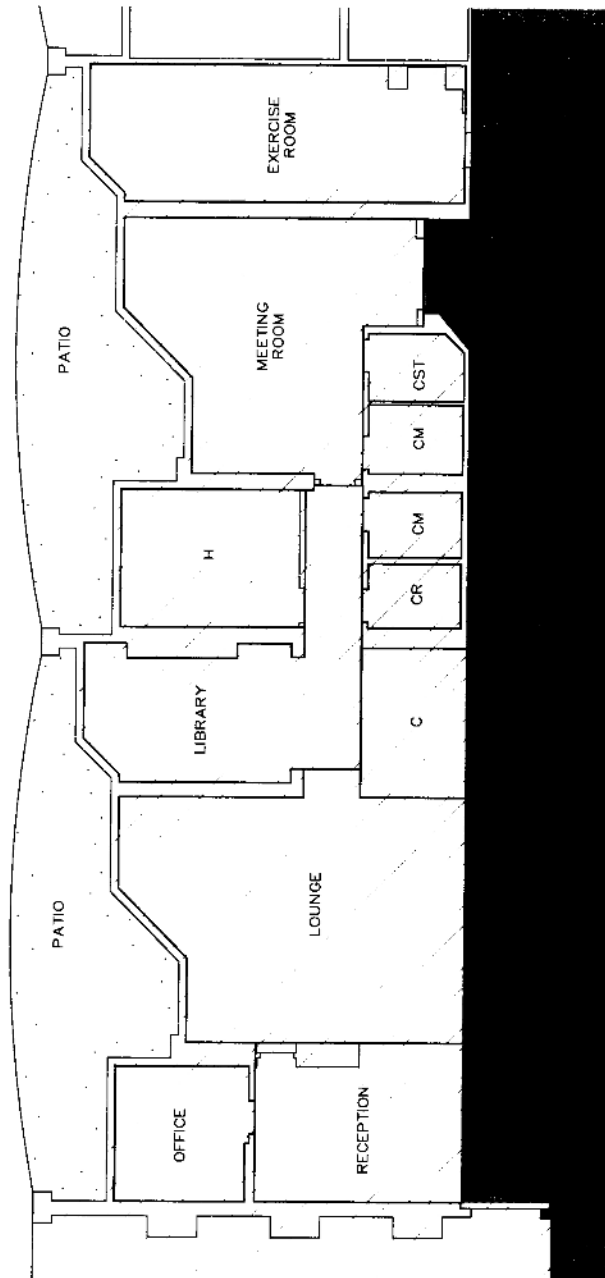
SQUARE FOOTAGE TABLE

LIVING AREA	1916'
SMALL BALCONY	132'
LARGE BALCONY	548'
TOTAL	2596'

COMMON ELEMENT



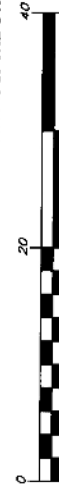
MARINA LANDING A CONDOMINIUM



COMMERCIAL UNITS

CONDOMINIUM SURVEY SHEET 28 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.



ABBREVIATIONS

EX = COMMERCIAL EXERCISE ROOM
 H = COMMERCIAL HOA OFFICE
 C = COMMERCIAL COFFEE COUNTER
 O = COMMERCIAL OFFICE
 HK = COMMERCIAL HOUSEKEEPING
 CR = COMMERCIAL RESTROOM
 CM = COMMERCIAL MECHANICAL ROOM
 CST = COMMERCIAL STORAGE
 ST = STAIRCASE
 R = RESTROOM
 W = WATER PUMP
 F = FIRE COMMAND
 T = TRASH ROOM
 E = ELEVATOR
 V = VESTIBULE
 EL = ELECTRICAL
 T.V. = TELEVISION
 S = STAIRCASE
 M = MECHANICAL ROOM

COMMERCIAL UNIT



COMMON ELEMENT

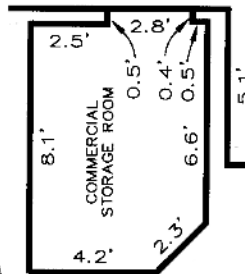
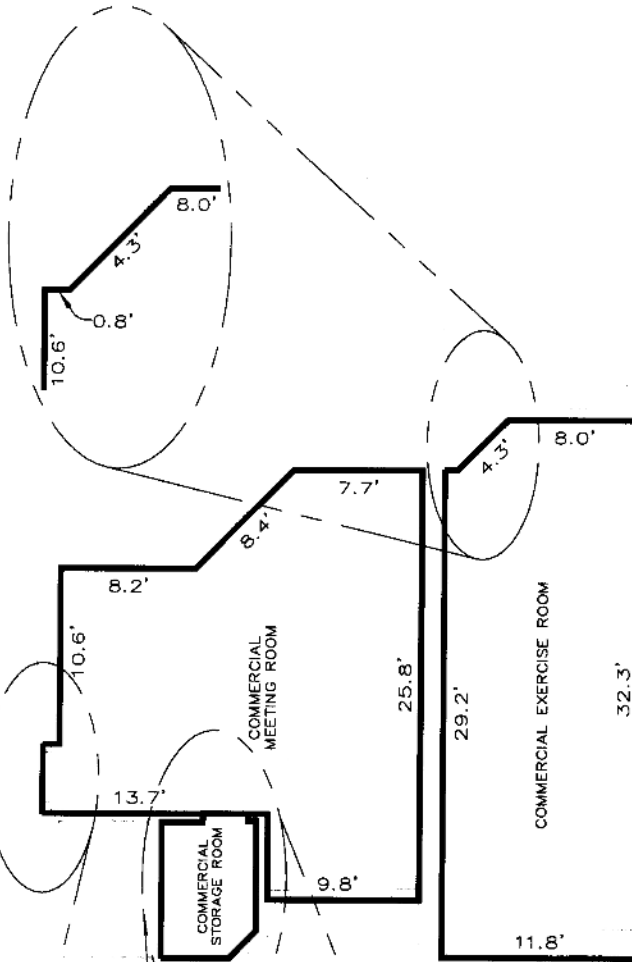
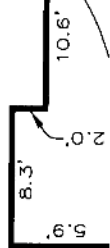


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MARINA LANDING A CONDOMINIUM

COMMERCIAL UNITS



CONDOMINIUM SURVEY SHEET 29 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

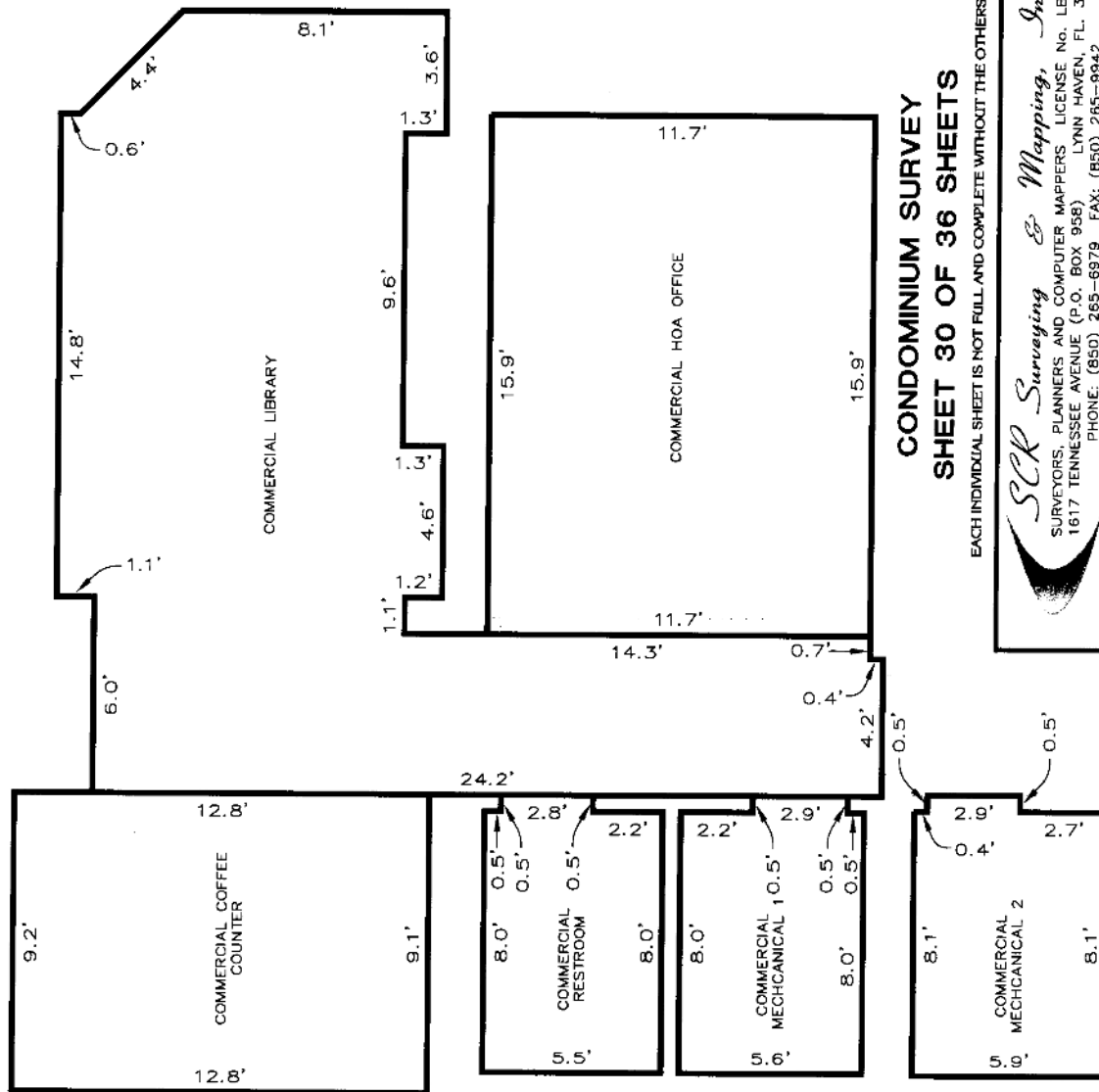
SQUARE FOOTAGE TABLE	
COMMERCIAL EXERCISE ROOM	374'
COMMERCIAL MEETING ROOM	436'
COMMERCIAL STORAGE ROOM	47'

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DRAWING SCALE 1" = 10' JOB No. 9991 FILE No. R10160

MARINA LANDING A CONDOMINIUM

COMMERCIAL UNITS



SQUARE FOOTAGE TABLE	
COMMERCIAL COFFEE COUNTER	117'
COMMERCIAL RESTROOM	45'
COMMERCIAL MECHANICAL 1	46'
COMMERCIAL MECHANICAL 2	49'
COMMERCIAL HOA OFFICE	186'
COMMERCIAL LIBRARY	322'

CONDOMINIUM SURVEY SHEET 30 OF 36 SHEETS

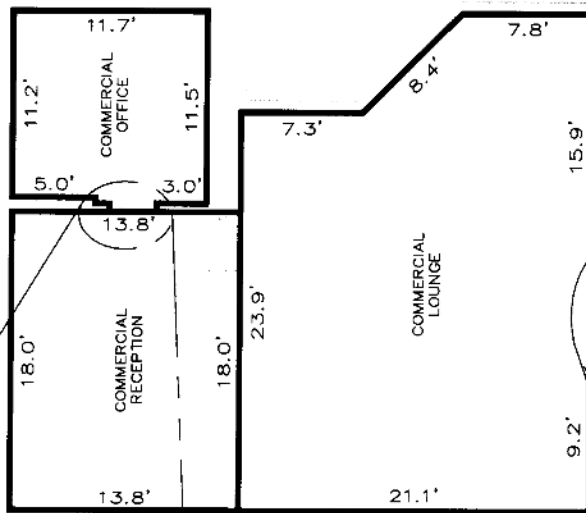
EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

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DRAWING SCALE 1" = 5' JOB No. 9991 FILE No. R10160

MARINA LANDING A CONDOMINIUM

COMMERCIAL UNITS



SQUARE FOOTAGE TABLE	
COMMERCIAL RECEPTION	248
COMMERCIAL OFFICE	134
COMMERCIAL LOUNGE	581

CONDOMINIUM SURVEY SHEET 31 OF 36 SHEETS

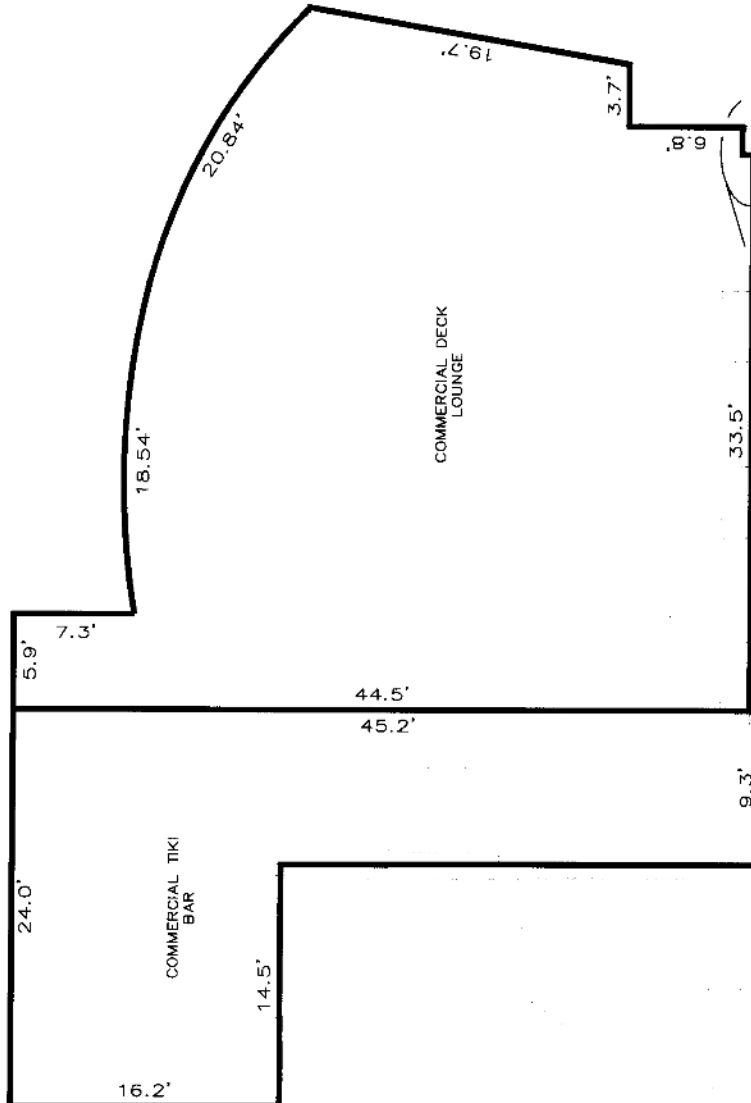
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DRAWING SCALE 1" = 10' JOB No. 9991 FILE No. R10160

MARINA LANDING A CONDOMINIUM

COMMERCIAL UNITS



SQUARE FOOTAGE TABLE	
COMMERCIAL TIKI BAR	659
COMMERCIAL DECK LOUNGE	1460

CONDOMINIUM SURVEY SHEET 32 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

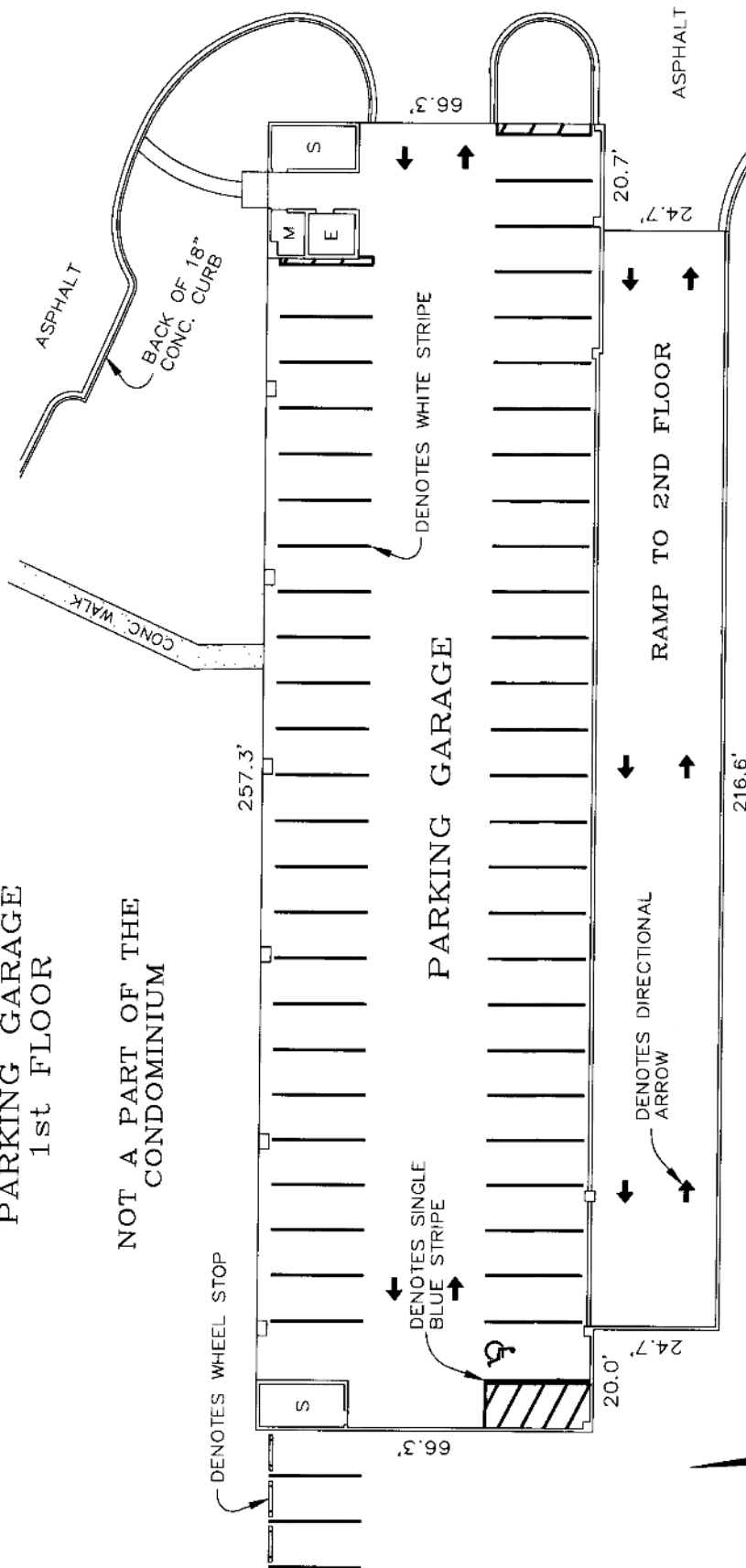
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 PHONE: (850) 265-6979 FAX: (850) 265-9942

DRAWING SCALE 1" = 10' JOB No. 9991 FILE No. R10160

MARINA LANDING A CONDOMINIUM

PARKING GARAGE
1st FLOOR

NOT A PART OF THE
CONDOMINIUM



ABBREVIATIONS

E = ELEVATOR
S = STAIRCASE
M = MECHANICAL ROOM
♿ = HANDICAP SYMBOL

CONDOMINIUM SURVEY SHEET 33 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

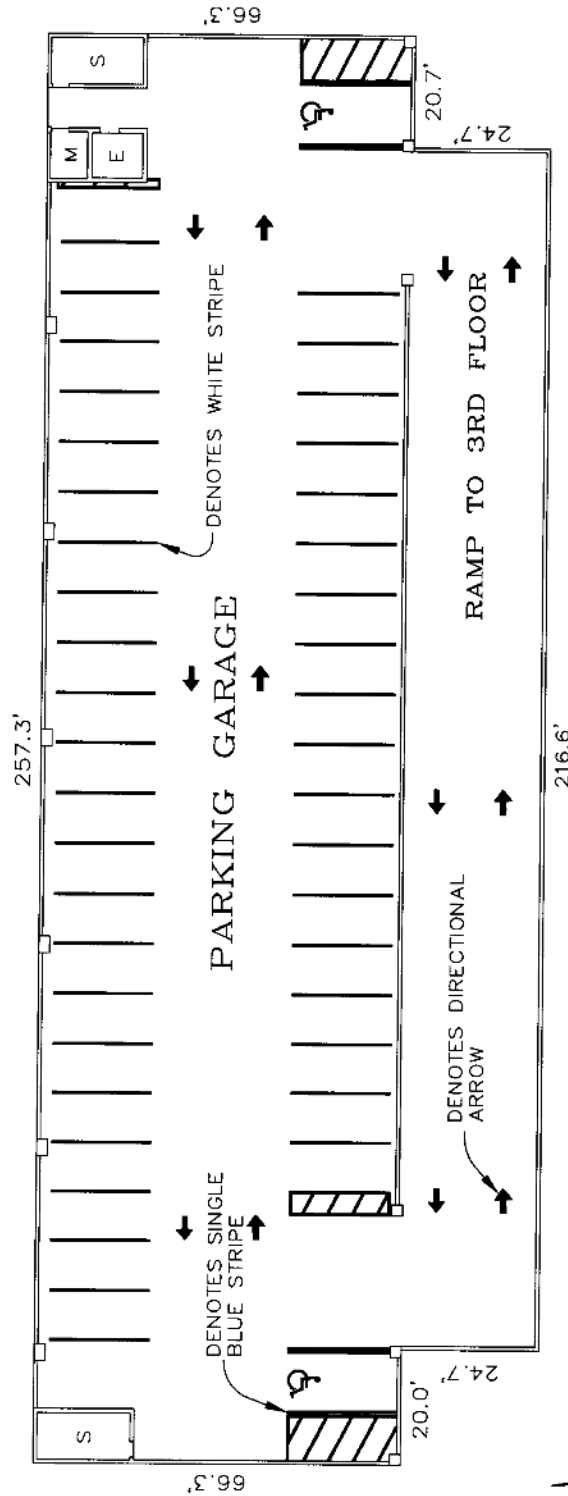
SCR Surveying & Mapping, Inc.
SURVEYORS, PLANNERS AND COMPUTER MAPPERS LICENSE NO. LB 5826
1617 TENNESSEE AVENUE (P.O. BOX 958) LYNN HAVEN, FL 32444
PHONE: (850) 265-6979 FAX: (850) 265-9942

DRAWING SCALE 1" = 40' JOB No. 9991 FILE No. R10160



MARINA LANDING A CONDOMINIUM

PARKING GARAGE 2nd FLOOR



ABBREVIATIONS

- E = ELEVATOR
- S = STAIRCASE
- M = MECHANICAL ROOM
- Handicap Symbol

CONDOMINIUM SURVEY SHEET 34 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

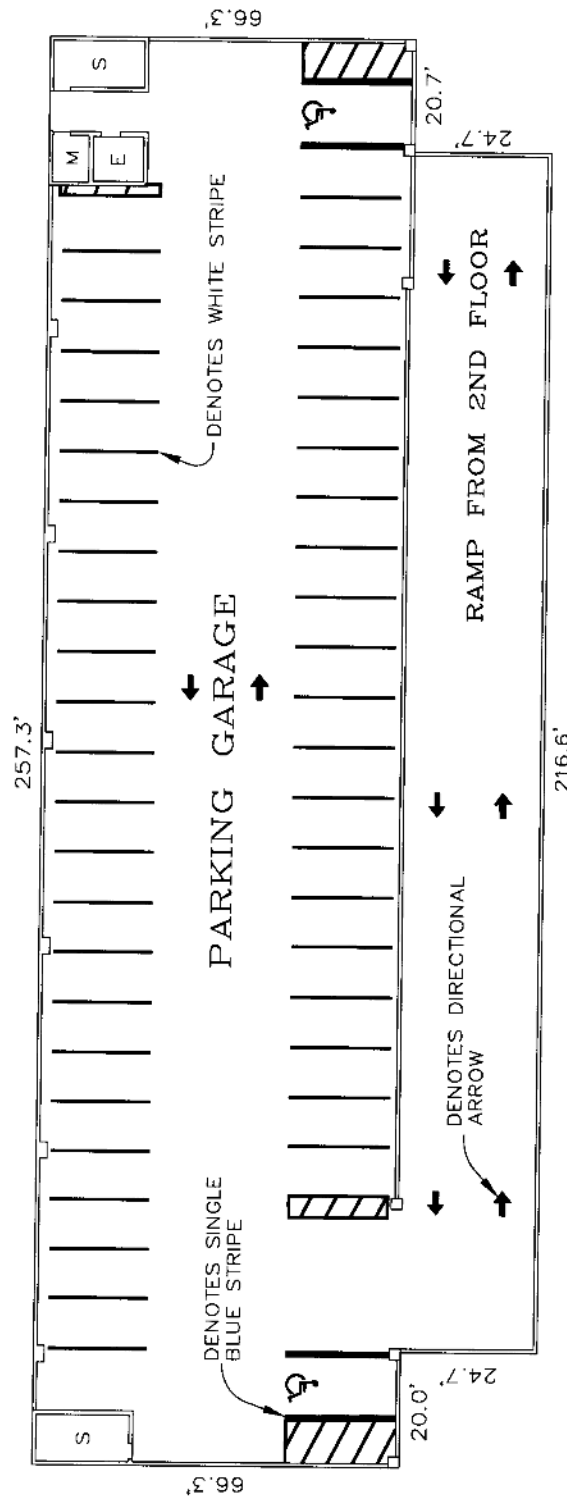
SCR Surveying & Mapping, Inc.
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DRAWING SCALE 1" = 40' JOB NO. 9991 FILE NO. R10160



MARINA LANDING A CONDOMINIUM

PARKING GARAGE 3rd FLOOR



ABBREVIATIONS

- E = ELEVATOR
- S = STAIRCASE
- M = MECHANICAL ROOM
- H = HANDICAP SYMBOL

CONDOMINIUM SURVEY SHEET 35 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

SCR Surveying & Mapping, Inc.
SURVEYORS, PLANNERS AND COMPUTER MAPPERS LICENSE No. LB 5826
1617 TENNESSEE AVENUE (P.O. BOX 958) LYNN HAVEN, FL 32444
PHONE: (850) 265-6979 FAX: (850) 265-9942

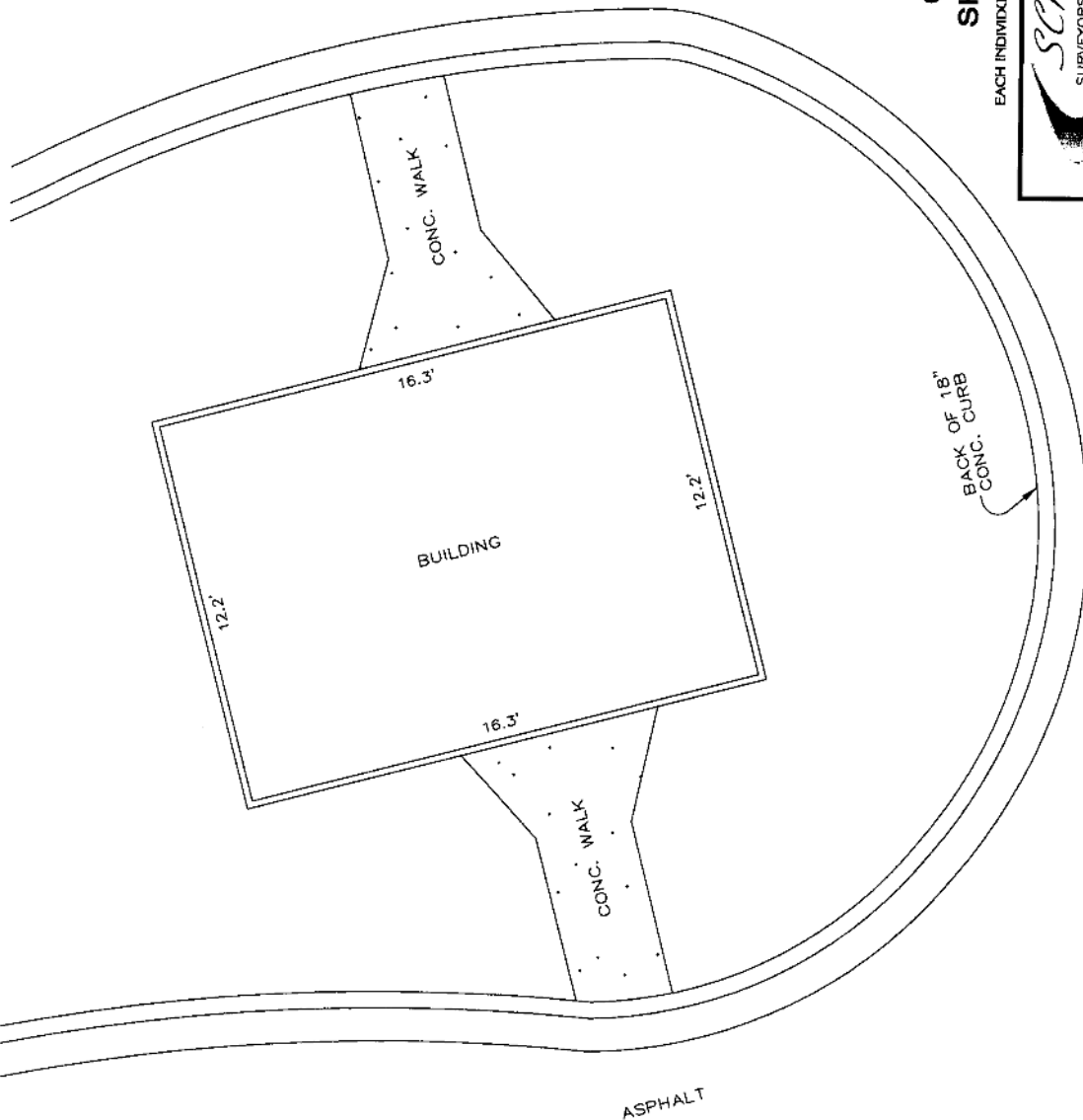
DRAWING SCALE 1" = 40' JOB No. 9991 FILE No. R10160



MARINA LANDING A CONDOMINIUM

GUARD SHACK

ASPHALT



CONDOMINIUM SURVEY
SHEET 36 OF 36 SHEETS

EACH INDIVIDUAL SHEET IS NOT FULL AND COMPLETE WITHOUT THE OTHERS.

SCR Surveying & Mapping, Inc.
SURVEYORS, PLANNERS AND COMPUTER MAPPERS LICENSE No. LB 5826
1617 TENNESSEE AVENUE (P.O. BOX 958) LYNN HAVEN, FL 32444
PHONE: (850) 265-6979 FAX: (850) 265-9942

DRAWING SCALE 1" = 5' JOB No. 9991 FILE No. R10160

EXHIBIT D TO THE DECLARATION OF
MARINA LANDING, A CONDOMINIUM



I certify from the records of this office that MARINA LANDING OWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on September 5, 2007.

The document number of this corporation is N07000008741.

I further certify that said corporation has paid all fees due this office through December 31, 2007, and its status is active.

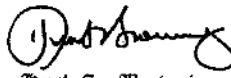
I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 607A00053089-090607-N07000008741-1/1, noted below.

Authentication Code: 607A00053089-090607-N07000008741-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Sixth day of September, 2007




Kurt S. Browning
Secretary of State

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ARTICLES OF INCORPORATION
OF
MARINA LANDING OWNERS ASSOCIATION, INC.

The undersigned, by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME AND ADDRESS. The name of the corporation shall be "Marina Landing Owners Association, Inc." (the "Association") and the mailing address and street address of its initial principal office is 119 Euclid Avenue, Birmingham, AL 35213.

ARTICLE II

PURPOSE. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes, 2004, for the operation, management, maintenance and control of the Condominium. The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

POWERS. The powers of the Association shall include and be governed by the following provisions:

(A) The Association shall have all the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles or the declaration of condominium of the Condominium.

(B) The Association shall have all the powers and duties set forth in these Articles and the declaration of condominium of the Condominium and in the Condominium Act except where the Act allows limitations by these Articles or the declaration of condominium of the Condominium and all of the powers and duties reasonably necessary to operate condominiums pursuant to the declaration of condominium of the Condominium and as it may be amended from time to time, including but not limited to the following:

Prepared by:
Elizabeth J. Walters, Esq. - Florida Bar #0049468
Burke Blue Hutchison Walters & Smith, P.A.
415 Beckrich Road, Suite 500
Panama City Beach, FL 32407
(850) 236-4444
(850) 236-1313 - Fax

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(1) To hold title to and own fee simple or other lesser interest in real, personal or mixed property, wherever situated, including units in the Condominium, and to lease, mortgage and convey same.

(2) To make and collect assessments against the members as unit owners to defray the costs, expenses and losses of the Condominium and to defray the costs, expenses and losses of any other business, enterprise, venture or property interest of the Association.

(3) To use the proceeds of the assessments in the exercise of these powers and duties.

(4) To maintain, repair, replace and operate the property of the Condominium or any other property of the Association including, but not limited to, any portions of the Stormwater Management System serving the condominium as exempted or permitted by applicable regulatory authority that may become property of the Association.

(5) To purchase insurance upon the property of the Condominium, the other property of the Association and insurance for the protection of the Association and its members.

(6) To reconstruct improvements after casualty and to further improve the property of the Condominium or any other property of the Association.

(7) To make and amend reasonable regulations respecting the use of the property of the Condominium or the other property of the Association.

(8) To enforce by legal means the provisions of the Condominium Act, the declaration of condominium of the Condominium, these Articles, the By-Laws of the Association and regulations for the use of the property of the Condominium or the other property of the Association.

(9) To contract for the management of the Association, the Condominium or any portion thereof, and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the declaration of condominium of the Condominium to have approval of the Board of Directors or the membership of the Association.

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(10) To contract with the Developer, its successors and assigns, and any of the partners of the Developer, their officers, directors, partners or shareholders.

(11) To acquire fee simple title to, to lease, acquire memberships or acquire other possessory or use interest in and to operate lands and facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use or benefit of the members, or a substantial number of the members, of the Association.

(13) To employ personnel to perform the services required for the proper operation, management, maintenance or control of the Association, the Condominium or any other property of the Association.

(14) To hire attorneys or other professionals for the purpose of bringing legal action or enforcing rights in the name of and on behalf of the members of the Association where such actions or rights are common to all members, or a substantial number of the members; and to bring such action in the name of and on behalf of the members.

(C) All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the declaration of condominium of the Condominium and by the By-Laws of the Association.

ARTICLE IV

MEMBERS.

(A) The members of the Association shall consist of all of the record owners of units in the Condominium and after termination of the Condominium, shall consist of those who are members at the time of such termination and their successors and assigns.

(B) A change of membership in the Association shall be established by recording in the public records of Bay County, Florida, a deed or other instrument establishing a record title to a unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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(C) The share of a member in the funds or assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

(D) The owner of each commercial and residential unit the Condominium shall be entitled to one (1) vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V

DIRECTORS.

(A) The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than five (5) directors who shall be designated or elected as hereinafter set forth. Directors need not be members of the Association.

(B) The names and addresses of the members of the first Board of Directors who have been designated as such by the Developer and who shall hold office until their successors are designated or elected as herein provided and have qualified or until removed as herein provided are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Wesley L. Burnham, Jr.	11212 Front Beach Road Panama City Beach, FL 32407
J. Wallace Nall, Jr.	119 Euclid Avenue Birmingham, AL 35213
Robert D. Reich, Jr.	119 Euclid Avenue Birmingham, AL 35213

Until unit owners other than the Developer are entitled to elect members of the Board of Directors, the members of the Board of Directors shall be designated by the Developer and may be changed from time to time as the Developer, in its sole discretion, may determine.

(C) Until unit owners other than the Developer are entitled to elect at least a majority of the Board of Directors, the Board of Directors shall consist of three (3) members. The first election of Directors shall not be held until required by the Condominium Act, including Section 718.301(1)(a)-(e) thereof, or until the Developer elects to terminate its control of the Association. The provisions of Section 718.301 (1) (a)-(e) are set forth in Article (D) below.

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(D) Section 718.301(1)(a-e) of the Condominium Act provides as

follows:

"718.301 Transfer of association control.-

- (1) 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 administration 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 administration 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; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to §718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration."

(E) Beginning with the election at which unit owners other than the Developer are entitled to elect at least a majority of the Board of Directors, the affairs of the Association will be managed by a Board consisting of five (5) directors. After unit owners other than the Developer are entitled to elect a majority of the members of the

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Board of Directors, directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE VI

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

<u>NAME</u>	<u>ADDRESS</u>
Wesley L. Burnham, Jr.	11212 Front Beach Road Panama City Beach, FL 32407
J. Wallace Nall, Jr.	119 Euclid Avenue Birmingham, AL 35213
Robert D. Reich, Jr.	119 Euclid Avenue Birmingham, AL 35213

ARTICLE VII

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

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ARTICLE VIII

BY-LAWS. The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX

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

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

(B) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Pursuant to Section 718.112, Florida Statutes, unit owners may vote in person at a meeting, by limited proxy or ballot, or by written agreement without a meeting. Directors may vote in person at a meeting or by conference telephone. Except as elsewhere provided, such approvals must be by not less than two-thirds (2/3) of the vote of the entire membership of the Association;

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

(D) Provided, further, that no amendment shall abridge, limit or alter the rights reserved by or granted to the Developer, its successors or assigns, or any successor developer, by these Articles or By-Laws without the prior written consent of the Developer, its successors or assigns, or a successor developer.

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

ARTICLE X

TERM. The term of the Association shall be perpetual.

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ARTICLE XI

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

<u>NAME</u>	<u>ADDRESS</u>
Elizabeth J. Walters	415 Beckrich Road, Suite 500 Panama City Beach, Florida 32407

ARTICLE XII

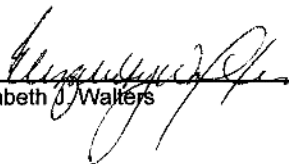
APPOINTMENT OF REGISTERED AGENT AND OFFICE. Elizabeth J. Walters is hereby appointed to serve as Registered Agent of the Association. The street address of the Registered Office of the Registered Agent is 415 Beckrich Road, Suite 500, Panama City Beach, Florida.

ARTICLE XIII

DISPOSITION OF ASSETS UPON DISSOLUTION. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be distributed as provided for in §718.117, Florida Statutes.

No disposition of Marina Landing Owners Association, Inc., properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded declaration of condominium for the Condominium, unless made in accordance with the provisions of any applicable declaration.

IN WITNESS WHEREOF, the subscriber has affixed her signature this 28th day of August, 2007.


Elizabeth J. Walters

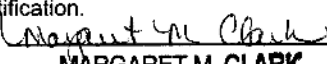
STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 28th day of August, 2007, by ELIZABETH J. WALTERS who (notary **must** check applicable box)

- ☒ is personally known to me.
☐ all produced a current _____ driver's license as identification.
☐ produced _____ as identification.

(SEAL)




MARGARET M. CLARK
(Print Name)
Notary Public
Serial # _____
My Commission Expires: _____

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CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 607.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is:

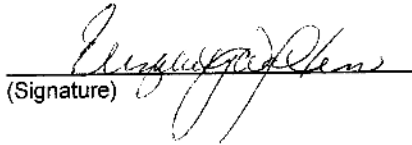
Marina Landing Owners Association, Inc.

2. The name and address of the registered agent and office is:

Elizabeth J. Walters
415 Beckrich Road, Suite 500
Panama City Beach, Florida 32407

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

(Signature)



(Date)

9/4/07

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EXHIBIT E TO THE DECLARATION OF CONDOMINIUM OF
MARINA LANDING, A CONDOMINIUM

BY-LAWS

OF

MARINA LANDING OWNERS ASSOCIATION, INC.

a corporation not-for-profit
under the laws of the State of Florida

1. Purpose. These are the By-Laws of Marina Landing Owners Association, Inc., a corporation not-for-profit under the laws of the State of Florida (the "Association"). The Association has been organized for the purpose of providing for the operation, management, maintenance, control and administration of Marina Landing, a Condominium, and with regard to such condominium, the legal entity created pursuant to Chapter 718, Florida Statutes, 2002 (the "Condominium Act").

2. Offices. The mailing address and initial office of the Association shall be at 119 Euclid Avenue, Birmingham, AL 35213. The Association Board of Directors may from time to time designate a different location for the Association office.

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

4. Seal. The seal of the corporation shall bear the name of the Association, the word "Florida" and the words "corporation not-for-profit," and the year of incorporation, "____," an impression of which is as follows:

5. Members Meetings. The annual Members meeting shall be held each year at the office of the corporation on a date during the months of September, October, November or December as from time to time determined by the Board of Directors. The Members may transact at the annual members meeting any business authorized to be transacted by the Members. The business of the annual Members meeting shall include election of directors other than those appointed by the Developer prior to the transfer of control by the Developer to the Association.

6. Special Meetings. Special meetings shall be held whenever allowed by the Condominium Act or called by the President or Vice President must be called by such

officers upon receipt of a written request from members holding ten percent (10%) of the voting interests of the entire membership.

7. Notice. Notice of all members meetings stating the time and place and identifying each agenda item for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be posted at a conspicuous place designated by the Board of Directors on the condominium property at least fourteen (14) continuous days preceding the meeting and shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed or hand delivered not less than fourteen (14) days prior to the date of the meeting. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this provision, to each Unit Owner at the address last furnished to the Association. Notice of meeting may be waived before the meetings.

8. Quorum. A quorum of members meetings shall consist of persons holding one-third of the voting interests of the entire membership. The acts approved by a majority of the voting interests present at a meeting at which a quorum is present shall constitute the act of the members, except when approval by a greater voting interest is required by the Declaration of Condominium of the condominium operated by the Association, the Articles of Incorporation of the Association or these By-Laws. In determining whether a quorum is present, proxies may be counted as voting interests present.

9. Members Vote. At any meeting of the members, the voting interest of each Unit shall be entitled to cast one (1) vote for each unit he owns, which shall not be cumulative.

10. Multiple Ownership.

a. If a Unit is owned by one (1) person or entity, the right to vote on behalf of such Unit shall be established by the record title to the Unit. If an Unit is owned by more than one (1) person, the person or entity entitled to cast the vote for the Unit shall be designated by a voting certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the

President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or a change in the ownership of the Unit concerned. A certificate designating a person entitled to cast the vote of a Unit may be revoked by any owner of a Unit. If such a certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

b. Notwithstanding the provisions of Subparagraph (a) of this Paragraph 10 entitled "Multiple Ownership," whenever any Unit is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote.

(1) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Unit owned by them. In the event they 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.

(2) Where only one (1) spouse is present at a meeting, the spouse present may cast their Voting Interest without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, their Voting Interest shall not be considered.

(3) Where neither spouse is present, the person designated in a proxy or Voting Certificate signed by either spouse may cast the Voting Interest, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Voting Member by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Voting Member by the other spouse, the Voting Interest shall not be considered.

11. Proxies. Votes may be cast in person or by proxy subject to the following provisions. A proxy may be made or revoked by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the

Secretary before the appointed time of the meeting or any adjournment of the meeting, provided that in no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

a. Unit Owners shall vote only by limited proxy in the following instances:

- (1) to waive or reduce reserves,
- (2) to amend the Declaration, Articles of Incorporation or the By-Laws,
- (3) for any other matter which requires a vote of the Unit Owners, and
- (4) to elect or replace members of the Board of directors in the event of a recall.

b. Unit Owners may not vote by limited or general proxy in the election of members of the Board of Directors.

c. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantial changes to items for which a limited proxy is required and given.

12. Lack of Quorum. If any meeting of members cannot be organized because a quorum is not present, the voting interests who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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

- a. Collection of election ballots.
- b. Election of chairman at meeting.
- c. Call of the roll and certifying of proxies.
- d. Proof of notice of meeting or waiver of notice.
- e. Reading and disposal of any unapproved minutes.
- f. Report of officers.
- g. Report of committees.
- h. Election of inspectors of an election.
- i. Election of directors.

j. Unfinished business.

k. New business.

l. Adjournment.

14. Reservation of Control by Developer. Until required by the Condominium Act including Section 718.301 thereof, or until the Developer or any subsequent developer elects to terminate their control of the Association and the condominiums operated by it, whichever occurs first, the proceedings of all meetings of members of the Association, except amendments of the Bylaws, shall have no effect unless approved by the Board of Directors. During the time the majority of the directors serving on the Board of Directors are appointees of the Developer, the Developer reserves the right to chair or designate a representative to chair meeting(s) of members.

Section 718.301 of the Condominium Act provides as follows:

"718.301 Transfer of Association control.--

(1) 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 administration 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 administration 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; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after

recording of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration."

15. Number of Directors. The affairs of the Association shall be managed by a Board of Directors of three (3) directors until such time as Unit Owners other than the Developer are entitled to elect a majority of the Board of Directors. At such time as Unit Owners other than the Developer are entitled to elect a majority of the Board of Directors, the Board of Directors shall consist of five (5) members.

16. Board Vacancy: The board shall hold an election to fill any vacancy occurring on the board before the expiration of a term. The election procedure must conform to the requirements in the paragraph below entitled, "Election of Directors". A board member elected under this section shall fill the vacancy for the unexpired term of the seat being filled. Filing vacancies created by recall is governed by subparagraph e., in the paragraph entitled "Election of Directors", below and rules adopted by the division.

17. Election of Directors. Election of directors shall be conducted in the following manner:

- a. Election of directors shall be held at the annual members meeting.
- b. The election shall be by secret ballot or voting machine and by a plurality of the voting interests. The owner of each Unit shall be entitled to cast a vote for each of as many candidates as there are vacancies to be filled. There shall be no cumulative voting. General proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise.
- c. 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 a vote, a first notice of the date of the election. Any Unit Owner desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than 40 days before a scheduled election. Together with the written notice and agenda as set forth in paragraph 7, the Association shall then mail or deliver a second notice of the election meeting to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 ½ inches by 11 inches which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery 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. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. 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 s. 101.051 may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with s. 718.303. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this Subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors.

d. Subject to the provisions of 718.301, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by ten (10%) percent of the voting interest giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

(1) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective as provided herein. The Board of Directors shall duly notice and hold a Board of Directors meeting within 5 full business days of the adjournment of the Unit Owner meeting to recall one or more Board of Directors members. At the meeting, the Board of Directors shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board of Directors within 5 full business days any and all records and property of the Association in their possession, or shall proceed as set forth in Subparagraph 3.

(2) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by chapter 48 of the Florida Rules of Civil Procedure. The Board of Directors shall duly notice and hold a meeting of the Board of Directors within 5 full business days after receipt of the agreement in writing. At the meeting, the Board of Directors shall either certify the written agreement to recall a member or members of the Board of Directors, in which case such member or members shall be recalled effective immediately and shall turn over to the Board of Directors within 5 full business days any and all records and property of the Association in their possession, or proceed as described in Subparagraph 3 below.

(3) If the Board of Directors determines not to certify the written agreement to recall a member or members of the Board of Directors, or does not certify the recall by a vote at a meeting, the Board of Directors shall, within 5 business days after the meeting, file with the division a petition for arbitration pursuant to the procedures of Section 718.1255. For purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board of Directors, the recall will be effective upon mailing of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the division may take action pursuant to s. 718.501. Any member or members so recalled shall deliver to the Board of Directors any and all records of the Association in their possession within 5 full business days of the effective date of the recall.

e. Provided, however, that notwithstanding the provision in these By-Laws for the election of directors and the provision for directors terms, these provisions shall not serve to eliminate the Developer's reserved right to retain control of the Association pursuant to 718.301.

18. Director's Term. The three (3) directors receiving the greatest number of votes during the first election in which unit owners other than the Developer elect a majority of the Board of Directors shall serve a term of two (2) years (or until the second December 31 after turnover), and the other two (2) directors elected at that election shall serve a term of one (1) year (or until the first December 31 of the year in which elected). In subsequent elections, directors shall be elected to serve a term of two (2) years from the date elected. The terms of each director's service shall extend until his successor is duly elected and qualified, he resigns or until he is removed in the manner elsewhere provided.

19. Director's Organizational Meeting. The organizational meeting of the newly elected Board of Directors shall be adequately noticed pursuant to paragraph 21 below and held within ten (10) days of their election at such place and time as shall be affixed by the directors at the meeting at which they were elected.

20. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

21. Special Meeting. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-fourth (1/4) of the directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

22. Notice of Meetings of the Board of Directors. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Written notice of any meeting at which non-emergency special assessments, or at which an amendment to rules regarding use

of Units will be proposed, discussed or approved, shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessment.

23. Open Meetings and Records. Meetings of the Board of Directors shall be open to all Unit Owners. Minutes of all meetings of the members or the Board of Directors shall be kept in a book available for inspection by unit owners or their authorized representatives, and Board members at any reasonable time. Said minutes shall be retained for a period of not less than seven (7) years. Unit owners shall have the right to speak regarding all agenda items and all unit owners shall have the right to tape, video and/or audio, board meetings.

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

25. Quorum. A quorum at director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors as required by the Declaration of Condominium of the condominium operated by the Association, the Articles of Incorporation of the Association and these By-Laws.

26. Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present and after notice has been provided. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

27. Director Action.

a. Absence of Director. A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall

be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board of Directors meetings. A vote or abstention for each member present shall be recorded in the minutes.

b. Presumption of Consent. A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board of Directors meetings. A vote or abstention for each member present shall be recorded in the minutes.

28. Presiding Officer. The presiding officer of directors meetings shall be the chairman of the Board of Directors if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

29. Order of Business. The order of business at a directors meeting shall be:

- a. Calling of roll.
- b. Proof of due notice of meeting.
- c. Reading and disposal of any unapproved minutes.
- d. Report of officers and committees.
- e. Election of officers.
- f. Unfinished business.
- g. New business.
- h. Adjournment.

30. Directors Compensation. Directors fees or other compensation, if any, shall be determined by a majority of the voting interests.

31. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium of the condominium operated by the Association, the Articles of Incorporation of the Association and these By-Laws shall be exercised exclusively by the Board of Directors,

its agents, contractors or employees subject only to the approval by the voting interests when such approval is specifically required.

32. Officers. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be director, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board of Directors shall find to be necessary or convenient to manage the affairs of the Association.

33. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association. After transfer of control of the Association to Unit Owners other than the Developer has occurred, the President shall appoint a standing budget comprised of owners of Units in the condominium. The President, on behalf of the Board of Directors, shall provide the budget committee a copy of the annual budget (or any amendment thereto or any special assessment proposal made in addition to the annual budget) proposed or to be proposed for adoption and shall solicit the budget committee's comments and recommendations regarding the budget; such comments and recommendations shall be submitted for consideration along with the budget itself to the Board of Directors or membership, as the case may be, when the budget is voted on for approval.

34. Vice President. The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

35. Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members in a businesslike manner and available for inspection by unit

owners and directors at all reasonable times. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

36. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; he shall submit treasurer's reports to the Board of Directors at reasonable intervals; he shall make the treasurer's records available for inspection by directors or members at reasonable times; and he shall perform all other duties incident to the office of treasurer.

37. Officer Compensation. The compensation of all officers and employees of the Association shall be fixed by the Board of Directors. The provision that directors fees shall be determined by voting interests shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium operated by the Association, the Association or any portions of the property thereof.

38. Fiscal Management. Provisions for fiscal management of the Association as set forth in the Declaration of Condominium of the condominium operated by the Association, the Articles of Incorporation and the Condominium Act shall be supplemented by the following provisions:

a. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds according to good accounting practices by accounts and expense classifications including, if applicable, but not limited to the following:

- (1) Administration of the Association
- (2) Management fee
- (3) Maintenance

(4) Rent for recreational and other commonly facilities.

(5) Taxes upon Association Property

(6) Taxes upon leased area

(7) Insurance

(8) Security provisions

(9) Other expenses

(10) Operating Capital

(11) Reserves - In addition to annual operating expenses, the budget

shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, pool and pool systems, and pavement resurfacing regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This subsection shall not apply to budgets in which the members of the Association have, by a majority vote at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than required by this subsection. However, prior to transfer of control of the Association by the Developer to Unit Owners other than the Developer pursuant to Section 718.301 of the Condominium Act, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two years of the operation of the Association, after which time reserves may only be waived or reduced upon vote of a majority of the non-developer voting interests present at a duly called meeting of the Association. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and no such result is attained or a quorum is not attained, the reserves as included in the budget shall go into effect.

Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests, voting in person or by limited proxy at a duly called meeting of the Association. Prior to turnover of control of the Association by the Developer to Unit Owners other than the Developer under Section 718.301, the Developer-controlled Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

(13) Fees payable to Division

(14) Betterments (Betterments shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the common elements of the condominium or the property of the Association.)

(15) Operations (Operations shall include the gross revenues, if any, from the use of the common elements or other property owned by the Association and only the additional direct expense required by the revenue producing operation. Any surplus from such operations shall be used to reduce the assessments in the year following the year in which the surplus is realized. Any losses from such operation shall be met by assessments in the year following the year in which the loss is realized, unless funds cannot be adequately and timely raised in such fashion, in which event the required funds shall be provided by special assessment.)

b. Adoption of Budget. A copy of the proposed annual budget of common expenses shall be mailed or hand delivered to the owners not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The owner shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the owners. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding One Hundred-fifteen percent (115%) of the assessments for the preceding year, the Board, upon written application of Ten percent (10%) of the voting interests to the Board received by the Board within twenty-one (21)

days after adoption of the annual budget, shall call a special meeting of the owners within sixty (60) days, upon not less than fourteen (14) days written notice to each owner. An officer or manager of the association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the association. At the special meeting, owners shall consider and may enact a substitute budget upon vote of majority of all voting interests.

If the substitute budget is approved by the voting interests at the meeting or by a majority of all voting interests in writing, the budget shall be adopted. If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the board of directors shall go into effect as scheduled.

In determining whether assessments exceed One Hundred-fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than One Hundred-fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all voting interests.

c. Assessments. The Board of Directors shall make assessments against each unit for its share of the items of the budget in an amount no less than required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessments shall be made quarterly in advance and shall be due quarterly on the first day of each quarter for which the assessments are made. If a quarterly assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and such quarterly assessment shall be due on the first day of each quarter until changed by an amended assessment. In the event the annual assessment shall be

insufficient in the judgment of the Board of Directors, the Board of Directors shall amend the budget and shall make amended assessments for the balance of the year in sufficient amounts to meet the expenses for the balance of the year; provided, however, that any account of the amended budget that exceeds the limit upon increases shall be subject to approval of membership of the Association as previously required in these By-Laws.

d. Reserves. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

e. Commingling. All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately and a commingled account shall not at any time be less than the amount identified as reserve funds. When operating and reserve assessments are collected as a single payment, such shall not be considered commingling of funds provided the reserve portion of the payment is transferred to a separate reserve account, or accounts, within 30 calendar days from the date such funds were deposited.

39. Special Assessments. Assessments for common expenses that cannot be paid from the annual assessment for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than three-fourths (3/4) of the votes of the owners concerned, the assessment shall become effective, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

40. Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies from such accounts shall be withdrawn only by checks signed by such persons as are authorized by the directors.

41. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.

42. Official Records:

a. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

- (1) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4);
- (2) A photocopy of the recorded Declaration of the condominium and all amendments thereto;
- (3) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
- (4) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (5) A copy of the current rules of the Association;
- (6) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years;
- (7) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications and if known, telephone numbers;
- (8) All current insurance policies of the Association and condominiums operated by the Association;
- (9) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
- (10) Bills of sale or transfer for all property owned by the Association;
- (11) Accounting records for the Association and separate accounting records for each condominium it operates. All accounting records shall be maintained for

a period of not less than seven (7) years. The accounting records shall include, but are not limited to:

(i) Accurate, itemized, and detailed records of all receipts and expenditures.

(ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

(iii) All audits, reviews, accounting statements, and financial reports of the Association or condominium.

(iv) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(12) Ballots, sign-in sheets, voting proxies, and all other papers relating to elections, which shall be maintained for a period of one (1) year from the date of the election, vote, or meeting to which the document relates.

(13) All rental records when the Association is acting as agent for the rental of condominium Units.

(14) A copy of the current Question and Answer Sheet as described in §718.504, Florida Statutes.

(15) All other records of the Association not specifically included in the foregoing which are related to the operation of the Association.

b. The official records of the Association shall be maintained in the county in which the condominium is located or within twenty-five (25) miles of the property if maintained in another county.

c. The official records of the Association are open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies at the reasonable expense, if any of the Association member. The Association may adopt reasonable rules regarding the frequency, time, location, notice and manner of record

inspection and copying. The failure of an Association to provide the records within ten (10) working days after receipt of a written request shall create a rebuttable presumption that the Association willfully failed to comply with this paragraph. A Unit Owner who is denied access to official records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this paragraph. The minimum damages shall be \$50 per calendar day up to ten (10) days, the calculation to begin on the eleventh working day after receipt of the written request. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, By-Laws, and rules, and all amendments to each of the foregoing, as well as the Question and Answer Sheet provided for in §718.504, Florida Statutes, and year end financial information required by the Condominium Act, on the condominium property to ensure their availability to Unit Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same. Notwithstanding the provisions of the foregoing paragraphs, the following records shall not be accessible to Unit Owners:

- (1) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including any record prepared by an association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
- (2) Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a Unit.
- (3) Medical records of Unit Owners.

d. The Association shall prepare a Question and Answer Sheet as described in §718.504, Florida Statutes, and shall update it annually.

43. Written Inquiries. When a unit owner files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days of receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

44. Annual Financial Report. Within ninety (90) days after the end of the fiscal year, or annually on a date provided in the Bylaws, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the association from the third party, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. In addition, the Association shall be required to prepare or cause to be prepared a complete set of financial statements as may be required from time to time by Florida Statutes in accordance with generally accepted accounting principles.

45. 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 shall cover the maximum funds that will be in the custody of the Association or its management agent at one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding. However, in the case of a person providing management services to the Association and required to be licensed pursuant to §468.432, Florida Statute, the cost of bonding may be reimbursed by the Association; all such persons providing management services to an Association shall provide the Association with a certificate of insurance evidencing compliance with this paragraph.

46. Fines. In addition to all remedies provided in the Declaration of Condominium of the condominium operated by the Association, the Articles or these By-Laws, the Board of Directors of the Association may, upon reasonable notice of not less than 14 days and an opportunity for hearing, fine and charge any offending member a sum not to exceed One Hundred Dollars \$100.00 for each infraction of the provisions of said Declaration, Articles, By-Laws or reasonable rules and regulations of the Association. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. Notwithstanding anything to the contrary herein provided either expressly or by implication, the mention herein of any provision relative to fines that is not actually made applicable to unoccupied units, as contemplated by the Condominium Act, shall not be considered to apply to unoccupied units of this Condominium

The Notice shall include the following:

- a. Statement of date, time and place of hearing.

b. Statement of provisions allegedly violated (Declaration, By-Laws, Rules) and

c. Short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written or oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the committee. If the committee agrees with the fine, the Board of Directors shall receive the report of the committee and if the Board approves the recommendation of the committee, the Board of Directors may levy the fine. No fines shall become a lien against the Unit. The provisions of this paragraph shall not apply to unoccupied units.

47. Transfer Fee. No fee shall be charged by the Association in connection with a transfer, lease, sale or sublease of a unit which is subject to approval of the Association or its Board of Directors, in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$100.00. Until changed by an amendment to these Bylaws, the transfer, lease, sale or sublease of a Unit is not subject to approval of the board of Directors and, therefore, no transfer fee is authorized. No charge shall be made in connection with an extension or renewal of a lease.

48. Amendments. In addition to any other method provided under the Declaration or Articles of Incorporation, these By-Laws may be amended in the following manner:

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

b. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the voting interests of the Association. Pursuant to Section 718.112, Florida Statutes, unit owners may vote in person at a meeting, by limited proxy or ballot, or by written agreement without a meeting. Directors may vote in person at a meeting or by conference telephone. Except as elsewhere provided, such approvals must be either by:

(1) Not less than two-thirds (2/3) of the voting interests of the entire membership of the Association.

(2) Until the transfer of control from the Developer to Unit Owners other than the Developer, by two-thirds (2/3) of the directors.

c. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and the words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlying and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

"Substantial rewording of By-Law. See By-Law __ for present text."

Non-material errors or omissions in the By-Law process shall not invalidate an otherwise promulgated amendment.

49. Alternate Dispute Resolution; Voluntary Mediation; Mandatory Nonbinding Arbitration, Voluntary Arbitration.

a. Definitions. As used in this section, the term "dispute" means any disagreement between two or more parties that involves:

(1) The authority of the Board of Directors, under any law or association document to:

(i) Require any owner to take any action, or not to take any action, involving that owner's Unit.

(ii) Alter or add to a common area or element.

(2) The failure of a governing body, when required by law or an association document to:

(i) Properly conduct elections.

(ii) Give adequate notice of meetings or other actions.

(iii) Properly conduct meetings.

(iv) Allow inspection of books and records.

"Dispute" does not include any disagreement that primarily involves title to any unit or common element; the interpretation or enforcement of any warranty; or the levy of a fee or assessment, or the collection of any assessment levied against a party.

b. Voluntary Mediation. Voluntary mediation through Citizen Dispute Settlement Centers as provided for in s. 44.201, Florida Statutes, is encouraged.

c. Mandatory Nonbinding Arbitration of Disputes.

(1) Prior to the institution of court litigation, the parties to a dispute shall petition the division for nonbinding arbitration pursuant to §718.1255, Florida Statutes. Arbitration shall be conducted according to rules promulgated by the division. The filing of a petition for arbitration shall toll the applicable statute of limitations.

(2) At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law.

(3) The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded reasonable attorney's fees.

(4) The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees.

(5) Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in the circuit court for the circuit in which the arbitration took place. A petition may not be granted unless the time for appeal by the filing of

complaint for trial de novo has expired. If a complaint for trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed.

50. Mediation of Other Disputes.

a. Definition. For purposes of this section, the term "other disputes" means any disagreement between two or more parties, including the Association, Unit Owners or non Unit Owners or other third parties other than any disagreement that primarily involves title to any unit or common element; the levy of a fee or assessment, or the collection of any assessment levied against a party; or any dispute as defined in Section 49 herein.

b. Mediation. The purpose of this section is to facilitate the Association's resolution of other disputes with a minimum expenditure of time and resources. To prevent excessive and unanticipated legal cost, prior to the institution of court litigation to resolve other disputes, the Association should attempt in good faith to resolve all other disputes through a mediation process.

- (i) Procedure. Any party to a controversy subject to mediation hereunder may institute mediation proceedings upon written notice delivered to the other parties in person or by certified mail, which shall reasonably identify the subject of the controversy. Within fifteen (15) days from receipt of such notice, the parties shall select a mediator or in the event the parties cannot agree on a mediator, each party shall name and appoint one mediator. If any party fails to appoint a mediator within such period, the mediator shall be the mediator appointed by the party having timely made such appointment. The two appointed mediators shall then appoint a mediator who will mediate the controversy between the parties. The mediator shall select the time and place for hearing the controversy and shall notify the parties of such time and place by written notice delivered in person or by certified mail at least five (5) days prior to the proceeding. The proceeding shall be

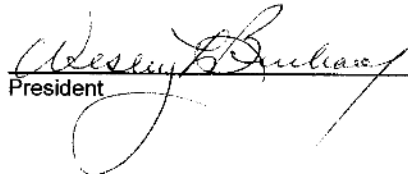
conducted by the mediator and conducted according to the mediation rules of the American Arbitration Association, except where they are specifically overridden by or contradict the laws of the State of Florida.

- (ii) Decision. Any resolution resolved by mediation shall be in writing, signed by all parties and shall be binding on all parties and enforceable in any court of competent jurisdiction. The fees for the mediator and costs and expenses incurred by the mediator shall be paid equally by the parties. Each party shall be responsible for its own attorney's fees and costs.

51. Certificates of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board of Directors as evidence of compliance of the condominium units to the applicable fire and life safety code.

52. Execution and Recording. A copy of each amendment shall be attached to or incorporated in a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be valid and effective when such certificate, with a copy of the amendment attached thereto or incorporated therein, is recorded in the public records of Bay County, Florida.

53. Conveyances to Condemning Authorities. The association has a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.


President

**EXHIBIT F TO THE DECLARATION OF
MARINA LANDING, A CONDOMINIUM**

UNDIVIDED SHARE OF COMMON ELEMENTS

An undivided share in the land and other common elements and the common surplus is appurtenant to each unit in the condominium in the amounts set forth as follows:

<u>UNIT NUMBER</u>	<u>SHARE OF COMMON ELEMENTS & SURPLUS</u>	<u>NUMBER OF UNITS</u>
3 Bedroom/3 Bath		
<u>Type A (1,916 sq. ft.)</u>		27
301, 106	1,916/147,179	1,916/147,179
401, 206	1,916/147,179	1,916/147,179
501, 306	1,916/147,179	1,916/147,179
601, 406	1,916/147,179	1,916/147,179
701, 506	1,916/147,179	1,916/147,179
801, 606	1,916/147,179	1,916/147,179
901, 706	1,916/147,179	1,916/147,179
1001, 806	1,916/147,179	1,916/147,179
1101, 906	1,916/147,179	1,916/147,179
1201, 1006	1,916/147,179	1,916/147,179
1301, 1106	1,916/147,179	1,916/147,179
1401, 1206	1,916/147,179	1,916/147,179
1501, 1306	1,916/147,179	1,916/147,179
1406	1,916/147,179	1,916/147,179
2 Bedroom/2 Bath		
<u>Type B (1,384 sq. ft.)</u>		57
202, 104	1,384/147,179	1,384/147,179
302, 204	1,384/147,179	1,384/147,179
402, 304	1,384/147,179	1,384/147,179
502, 404	1,384/147,179	1,384/147,179
602, 504	1,384/147,179	1,384/147,179
702, 604	1,384/147,179	1,384/147,179
802, 704	1,384/147,179	1,384/147,179
902, 804	1,384/147,179	1,384/147,179
1002, 904	1,384/147,179	1,384/147,179
1102, 1004	1,384/147,179	1,384/147,179
1202, 1104	1,384/147,179	1,384/147,179
1302, 1204	1,384/147,179	1,384/147,179
1402, 1304	1,384/147,179	1,384/147,179
1502, 1404	1,384/147,179	1,384/147,179
203, 1504	1,384/147,179	1,384/147,179
303, 105	1,384/147,179	1,384/147,179
403, 205	1,384/147,179	1,384/147,179
503, 305	1,384/147,179	1,384/147,179
603, 405	1,384/147,179	1,384/147,179
703, 505	1,384/147,179	1,384/147,179
803, 605	1,384/147,179	1,384/147,179
903, 705	1,384/147,179	1,384/147,179
1003, 805	1,384/147,179	1,384/147,179
1103, 905	1,384/147,179	1,384/147,179
1203, 1005	1,384/147,179	1,384/147,179
1303, 1105	1,384/147,179	1,384/147,179
1403, 1205	1,384/147,179	1,384/147,179
1503, 1305	1,384/147,179	1,384/147,179
1405	1,384/147,179	1,384/147,179
4 Bedroom/5 ½ Bath		
<u>Type P1 (3,475 sq. ft.)</u>		1
1505	3,475/147,179	

Element - 1

3 Bedroom/4 ½ Bath <u>Type P2 (3,900 sq. ft.)</u>			2
1601, 1602	3,900/147,179	3,900/147,179	
Commercial Tiki Bar <u>(659 sq. ft.)</u>	659/147,179		1
Commercial Deck Lounge <u>(1,460 sq. ft.)</u>	1,460/147,179		1
Commercial Library <u>(322 sq. ft.)</u>	322/147,179		1
Commercial Lounge <u>(581 sq. ft.)</u>	581/147,179		1
Commercial Office <u>(134 sq. ft.)</u>	134/147,179		1
Commercial Reception <u>(248 sq. ft.)</u>	248/147,179		1
Commercial Coffee Counter <u>(117 sq. ft.)</u>	117/147,179		1
Commercial HOA Office <u>(186 sq. ft.)</u>	186/147,179		1
Commercial Restroom <u>(45 sq. ft.)</u>	45/147,179		1
Commercial Mechanical <u>(46 sq. ft.)</u>	46/147,179		1
Commercial Mechanical <u>(49 sq. ft.)</u>	49/147,179		1
Commercial Meeting Room <u>(436 sq. ft.)</u>	436/147,179		1
Commercial Exercise Room <u>(374 sq. ft.)</u>	374/147,179		1
Commercial Storage <u>(47 sq. ft.)</u>	47/147,179		1
Commercial Housekeeping <u>(145 sq. ft.)</u>			4
2 nd Floor, 6 th Floor	145/147,179	145/147,179	
10 th Floor, 14 th Floor	145/147,179	145/147,179	
Total	147,179/147,179		105

Element - 2


JOINDER OF MORTGAGEE

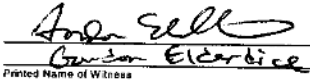
Wachovia Bank, National Association, a national banking association ("Wachovia"), the owner and holder of a mortgage encumbering the property described in 1(B) of this Declaration of Condominium of Marina Landing, a condominium, which mortgage is that certain Mortgage and Security Agreement dated the 15th day of February, 2005, and recorded on February 17, 2005, in Official Records Book 2565, Page 1934, and that certain Future Advance Notice and Mortgage Modification Agreement dated January 13, 2006 and recorded on January 19, 2006 in Official Records Book 2727, Page 2295, and that certain Modified, Amended and Restated Mortgage and Security Agreement dated January 13, 2006 and recorded on January 19, 2006 in Official Records Book 2727, Page 2304, all in the public records of Bay County, Florida, to the extent it is required to do so under the laws of the State of Florida, joins in the making of the foregoing Declaration of Condominium of Marina Landing, a condominium, and Wachovia agrees that the lien of said mortgage shall hereafter encumber each and every one of the condominium parcels as set forth in said Declaration including, but not limited to, each unit's undivided share of the common elements.

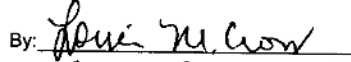
Signed, sealed and delivered

Wachovia Bank, National Association, a national banking association

in the presence of:


 Michael J. Zambelli Jr.
Printed Name of Witness


 Gordon Elcarbice
Printed Name of Witness

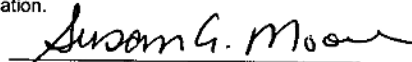
By: 
 Its: Sc. Vice President
 (Corporate Seal)

STATE OF Florida
 COUNTY OF Duval

The foregoing instrument was acknowledged before me this 17th day of August, 2007, by Lorraine M. Cross, as Sc. Vice President of Wachovia Bank, National Association, a national banking association, on behalf of the bank. (notary must check applicable box)

- ☒ is personally known to me.
☐ produced a current driver's license as identification.
☐ produced as identification.

(NOTARY SEAL)


(Print Name)

Notary Public **SUSAN G. MOORE**
 Serial # **Notary Public, State of Florida**
 My Commission Expires: My comm. exp. Jan. 26, 2011
Comm. No. DD 615120

THIS DOCUMENT PREPARED BY:

ELIZABETH J. WALTERS, ESQ.
 BURKE BLUE HUTCHISON WALTERS & SMITH, P.A.
 415 BECKRICH ROAD, SUITE 500
 Panama City Beach, Florida 32407