

AMENDMENT OF DECLARATION OF CONDOMINIUM
MARINA CLUB VILLAGE, A CONDOMINIUM

WHEREAS, Marina Club Village Condominium Association, Inc. a Florida Corporation, having its principal office at 100 Delwood Beach Road, Panama City Beach, Florida is the designated Association of the condominium known as Marina Club Village, A Condominium, and

WHEREAS, the Association has unanimously voted to amend certain provisions of the Prospectus of the Condominium and the Declaration of the Condominium, and

WHEREAS, at a meeting of the members of the Association held on the 1st day of February, 1997, more than seventy five percent (75%) of the voting members of the Association approved of the amendments to the Prospectus and Declaration, a copy of same being attached hereto, and

WHEREAS, no modification or amendment to the Declaration shall be valid unless set forth or annexed to a duly-recorded amendment to the Declaration.

NOW THEREFORE, the Declaration of Condominium of MARINA CLUB VILLAGE, A CONDOMINIUM, was approved at the meeting above described by the owners of not less than seventy five percent (75%) of the Units and the votes to make these amendments were duly recorded in the Minutes of the above-described meeting of the Unit Owners.

MARINA CLUB VILLAGE,
A CONDOMINIUM

Leandra Fletcher
Witness

Rebecca S. Deffin
Witness

By: [Signature] (Seal)
President

ATTEST:

Lloyd O'Dell
Witness

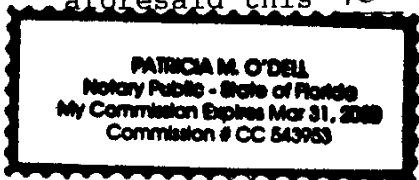
By: Christine Moody
Secretary

BA Beave
Witness

STATE OF Fla
COUNTY OF Bay

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ~~KAY DEATY~~ Dr. William Hanson as President of MARINA CLUB VILLAGE CONDOMINIUM ASSOCIATION, INC, a Florida not-for-profit corporation, and she acknowledged to and before me that she executed the foregoing Amendment to Declaration of Condominium as such officer of said corporation and that the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 15 day of February, 1997.



Patricia M. O'Dell
Notary Public, State of Florida
My Commission Expires:

**AMENDMENT TO DECLARATION OF CONDOMINIUM
AND BYLAWS OF MARINA CLUB VILLAGE CONDOMINIUM**

WHEREAS, Marina Club Village Condominium Association, Inc. a Florida Corporation, having its principal office at 100 Delwood Beach Road, Panama City Beach, Florida submitted certain lands located in Bay County, Florida, to condominium ownership by virtue of that certain Declaration of Condominium of Marina Club Village, a Condominium; and

WHEREAS, said Declaration designated Marina Club Village Condominium Association, Inc. as the Association of the membership of said condominium; and

WHEREAS, the Bylaws of the aforementioned Association were made a part of the Declaration of Condominium of Marina Club Village, a Condominium; and

WHEREAS, at a special meeting of the members/unit owners of the Association held the 1st day of February, 1997, more than two-thirds (2/3) of the voting members of the Association approved the amendments to the Bylaws, Prospectus and Declaration of Condominium.

NOW, THEREFORE, the Bylaws, Prospectus and Declaration of Condominium of Marina Club Village, a Condominium, are hereby amended by vote of more than two-thirds (2/3) of the voting members of the Association as follows:

1. There is a substantial rewording of Paragraph 13 of the Prospectus of Condominium of Marina Club Village, a Condominium. Paragraph 13 of the Prospectus of Condominium of Marina Club Village, a Condominium, is hereby deleted in its entirety and the following is substituted therefor:

13. Utilities and Services. Utilities and other services are supplied to the condominium as follows:

(a) Sanitary sewer - through City of Panama City Beach, contracted directly with each Unit Owner and the City.

(b) Refuse collection - through the Association by contract with the Master Association.

(c) Water supply - through the City of Panama City Beach, contracted directly with each Unit Owner and the City.

(d) Electricity - through Gulf Power Company.

(e) Telephone - through phone company as determined by each individual Unit Owner.

(f) Cable Television - through the Association by contract with the cable television company.

The estimated charges for refuse collection and cable television are included in the monthly assessments payable to the Association. All unit owners will deal directly with the providers of water, sewer, telephone and electricity.

2. There is a substantial rewording of Paragraph 15.11 of the Declaration of Condominium of Marina Club Village, a Condominium. Paragraph 15.11 of the Declaration of Condominium of Marina Club Village, a Condominium, is hereby deleted in its entirety and the following is substituted therefor:

15.11 Utility Assessments

All Unit Owners shall contract separately with private providers for water, sewer, telephone service and electricity. The Association shall provide to the Unit Owners

refuse collection and cable television and shall have the power to and shall include an adequate charge in the monthly assessments to Unit Owners to cover the cost associated with providing refuse collection and cable television.

3. These Amendments to the Declaration of Condominium and Bylaws of Marina Club Village, a Condominium, were approved at the special meeting above described by owners of not less than two-thirds (2/3) of the Units and the votes to make these amendments were duly recorded in the Minutes of the above-described meeting of the Unit Owners.

RCD Mar 28 1997 08:42am
HAROLD BAZZEL, CLERK

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