

DECLARATION OF CONDOMINIUM  
OF  
LEGEND PLACE, A CONDOMINIUM  
Panama City Beach, Florida

MADE THIS 16 day of November, 1995, by Nelson Development of Northwest Florida, Inc., a Florida corporation, herein called 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, hereinafter called the "Condominium Act."

A. Name and Address. The name by which this condominium is to be identified is "Legend Place, a condominium," hereinafter called the "Condominium".

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 more particularly described on Exhibit A hereto.

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:

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 Legend Place Homeowner's Association, Inc., a non-profit Florida corporation, and its successors.

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 portions of the Condominium Property that are not included in 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; expenses declared common by provisions of this Declaration and the Association's By-Laws; and any valid charge against the Condominium as a whole. The cost of operating and maintaining any part of the stormwater management system not operated and maintained by the BPIA is declared to be a common expense of the Condominium. The cost of operating and maintaining any part of the sanitary sewer system within the Common Elements and not operated by the City of Panama City Beach is declared a Common Expense of the Condominium.

H. Common Surplus means the excess of all receipts of the Association collected on behalf of the Association including, but not limited to, Assessments or revenues exceeding the Common Expenses.

I. Condominium means all the Condominium Property as a whole when the context so permits as well as the meaning stated in the Condominium Act.

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. 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 Unit and insurers or guarantors of same.

N. Land means the surface of the parcel of real property described on Exhibit A hereto, and shall include the air space lying above and subterranean space lying below such surface.

O. Master Association refers to Bay Point Improvement Association, Inc. a Florida not-for profit corporation, which Master Association has certain obligations with regard to the Overall Bay Point Project by virtue of it's Articles of Incorporation, By-Laws and Rules. The abbreviation "BPIA" is also sometimes used to refer to the Master Association.

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. Overall Bay Point Project shall mean and refer to that certain tract of land located generally between Delwood Beach Road, the waters of Grand Lagoon, and portions of Thomas Drive and Magnolia Beach Road in Bay County, Florida, which contains those lots in the plat of Bay Point Unit I according to plat thereof recorded in Plat Book 11, Pages 47 through 56 of the Public Records of Bay County, Florida, certain condominiums, i.e. Marina Club Village, Lagoon Towers, Studio Villas I, II, and III, Golf Villas I, II, and II, and Turtlegrass, the Bay Point club facility, golf courses, tennis facility and marina complex, and certain other undeveloped acreage.

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

S. 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.

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 Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative who is authorized to vote on behalf of a Unit owned by more than one owner or by any entity.

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

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

A. Survey. The survey of the Land showing the improvements for Phase I of Legend Place is attached as Exhibit B. Legend Place is a phased condominium under 718.403 of the Condominium Act that will contain 25 Units, depending on the marketing and other decisions made by the Developer, from time to time, during the development of the Condominium. The right to determine the final number of Units to be included in the Condominium is hereby expressly reserved to the Developer. The development, as presently planned, will consist of four (4) phases containing Units as follows: Phase I - 7 Units; Phase II - 7 Units; Phase III - 5 Units; and Phase IV - 6 Units. The Units of this Condominium will consist of subdivided parcels of real property, each of which will be improved with a detached residence. A graphic description of the Units in proposed Phases II, III and IV is attached as Exhibit C. The Units are numbered as set forth on Exhibits B and C. Construction of the buildings included in each phase is expected to commence at difference times. Pursuant to Section 718.104(4)(e), Florida Statutes, completed units within each substantially



completed building in a phase may be conveyed by the Developer to purchasers, notwithstanding that the other buildings in a particular phase of this Condominium are not substantially completed; provided that all planned improvements of the particular phase of the Condominium, including but not limited to landscaping, Utility Services, and access to the units and Common Element facilities serving such building, as set forth in this Declaration (or supplemental declaration, as the case may be), are first completed and that this Declaration of Condominium has been recorded in the Public Records of Bay County, Florida. With respect to the units being conveyed, a certificate of surveyor shall be recorded with the original of this Declaration (or supplemental declaration, as the case may be) or as an amendment thereto and shall include, in addition to all statutory requirements, a certification that all planned improvements of the particular phase of the Condominium, including but not limited to landscaping, Utility Services and access to the unit and Common Element facilities serving the building in the phase in which the units to be conveyed are located have been substantially completed. When the remaining building or buildings within a phase are substantially complete, further surveys shall be recorded in the Public Records of Bay County, Florida as amendments to the original Declaration (or supplemental declaration) for this Condominium and notwithstanding any other provision herein to the contrary such amendment need be executed by the Developer only.

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

C. Easements.

(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) Cross Easements. In the discretion of the Association, easements may be created in favor of all unit owners in any condominium or other development of any kind which may from time to time grant reciprocal easements to the Unit owners of this Condominium, 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 therewith and other similar purposes; or any one or all of the foregoing. Developer, for itself, its successors and assignee, hereby reserves the right to impose upon the Common Elements henceforth and from time to time such easements and cross easements for any of the foregoing purposes as it deems to be in the best interest of and necessary and proper for the owners of Units in this Condominium or such other condominiums or other developments of any kind as may from time to time grant reciprocal cross easements to the Units owners of this condominium. Any easement created under the provisions hereof by the Developer need be executed only by the Developer and the other party granting cross easements to the Unit owners of this Condominium and need not be executed by or approved by Unit owners of this Condominium, their mortgagees or lien holders or the Association.

(3) Easements for Encroachments. All the Units and Common Elements shall be subject to easements for the 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.

(4) Ingress and Egress Easement. Each Unit owner of the Condominium shall have a non-exclusive easement for ingress and egress between said Unit and the public roads and streets

serving the Condominium, over the walks, driveways, parking areas 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 or when necessary to correct a Unit owner's failure to comply with affirmative covenants that are the responsibility of each Unit owner and which concern the care, upkeep and appearance of the improvements located on a 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 are herein provided, even though no specific reference to such easements and rights appears in any such instrument.

D. Unit Boundaries. The Units of this Condominium will consist of subdivided parcels of real property. Unit boundaries are more particularly described as follows:

(1) Upper and Lower Boundaries. The upper and lower boundaries of each Unit shall be determined in the same manner and under the same laws which establish the upper and lower boundaries and rights of an owner of a parcel of real property in fee simple.

(2) Perimetrical Boundaries. The perimetrical boundaries of each Unit shall be the vertical projections of the two-dimensional and horizontal boundary lines of the Units as depicted on Exhibit B hereto.

E. Common Elements. The Common Elements include the Land and all of the parts of the Condominium not within the Units.

F. Expansion Of The Condominium (Phase Development).

(1) Reservation of Right to Expand. The Developer reserves the right to expand this Condominium to include three (3) additional phases entitled "Phase II", "Phase III" and "Phase IV",

which shall consist of additional land, additional Condominium Units and additional Common Elements, all as more particularly described herein. The Developer may exercise its reserved right to expand the Condominium to include the additional phases by providing notice as required by the Condominium Act and by filing a supplemental declaration of condominium in the public records of Bay County, Florida (the "Supplemental Declaration of Condominium"). Within the confines of the limitations set forth herein, the Developer shall have the sole discretion to determine whether or not to expand the Condominium to include an additional phase and the nature, characteristics and extent of any such expansion to include an additional phase.

(2) Description of Additional Phases. The additional phases of the Condominium that may be developed and added as a part of the Condominium are more particularly described as follows: Phase II, Phase III and Phase IV consists of additional land and improvements that will be designated as Units together with additional Common Elements, all being more particularly described in Exhibit C. The Developer has also reserved the right to select any residence type to construct on any Unit in any subsequent Phase, such residence types being described more particularly in Paragraph 4.D. of the Declaration. The Developer also reserves the right to vary the approximate size of the residence floor plans used in subsequent Phases by 10% more or less than the approximate square footage stated hereafter. The Developer also reserves the right to make non-material changes in the legal description of a subsequent Phase and in the Unit boundaries within a subsequent Phase to accommodate a change in residence floor plan types and size of Units.

(3) Fractional Share in Common Elements. Each Unit's fractional share in the Common Elements and the Common Surplus of the Condominium and each Unit's fractional share of the Common Expenses of the Condominium as each phase is added pursuant to the Developer's reserved right of expansion is set forth in Exhibit D.

(4) Commonly Used Facilities. Commonly used facilities, as currently planned, are grounds and landscaping between the units and these appear as depicted on Exhibit C attached hereto.

(5) Membership Vote. Each Unit in the Condominium as expanded from time to time will be entitled to a voting interest of one (1) vote. The ownership in the Association attributable to each Unit in each phase and the results if any phase or phases are not developed and added as a part of the Condominium is set forth in Exhibit D.

(6) No Time-Share Estates. No time-share estates will or may be created with respect to Units in any phase of the Condominium.

(7) Supplemental Declaration(s) and Supplemental Plan(s). The Developer's reserved right to expand the Condominium by adding an additional phase shall be accomplished by the Developer filing of record in the public records of Bay County, Florida, within the time limitations set forth herein, a supplement to this Declaration containing a legal description of the additional lands to be added to the Condominium together with a supplemental survey and a supplemental graphic description of the improvements located on the additional land which shall contain at least the same information with respect to the additional land and the additional improvements as was required on the original survey and graphic description of improvements attached hereto as Exhibit B. The Developer reserves the right to make non-material changes in the legal description of phases by recording a supplement to this Declaration containing such change of legal description. The expansion of the Condominium by adding additional phases may be accomplished by recording a single or successive supplemental declaration(s) of condominium as herein provided. Such supplemental declaration(s) need be executed and acknowledged only by the Developer and need not be executed or acknowledged by, nor consents or other approvals obtained from the Association, any Unit owner,

or the lienors or mortgagees of Units or of the Condominium, whether or not elsewhere required for an amendment.

(8) Expansion of Definitions. In the event of the expansion of the Condominium to include additional phases, the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Condominium as so expanded. Thus, for example, "the land" shall mean the real property described in paragraph 1.B. above plus any additional real property added by supplemental declaration(s). All conveyances of Condominium Units after such expansion shall be effective to transfer rights in the Condominium as expanded, by reference to the Unit number, this Declaration and the supplemental declaration(s).

(9) Supplemental Declaration(s) Effective to Vest Share of New Common Elements in Owners of Old Units. The recording in the public records of Bay County, Florida, of a supplemental declaration of condominium shall operate to vest in the owners of Condominium Units in the Condominium as it existed before the expansion, the respective undivided interest in the Common Elements and Common Surplus (including all added as a result of expansion) set forth in Exhibit D. Such recordation shall also vest in any then mortgagee of any Condominium Unit in the Condominium as it existed before the expansion, a mortgage or security interest encumbering the undivided interest in the Common Elements and Common Surplus (including all added as a result of expansion) set forth in Exhibit D which are appurtenant to the Condominium Unit encumbered by the mortgage.

(10) Supplemental Declaration(s) Effective to Vest Share of Old Common Elements in New Owners. Any land, unit, building or improvement added to the Condominium pursuant to the authorization granted herein shall be subject to all the terms and conditions of this Declaration and of supplemental declaration(s), and the Condominium Units therein shall be subject to Condominium ownership with all of its incidents pertaining thereto as specified herein upon recording supplemental declaration(s) of condominium in the public records of Bay County, Florida. The recordation of such



supplemental declaration shall operate automatically to vest in the owners of the Condominium Units added by such expansion, the respective undivided interest in all of the Common Elements and Common Surplus of the Condominium as it exists after the expansion, including the Common Elements and Common Surplus of any prior phase of the Condominium.

(11) Computation of Fractional Undivided Interest in Common Elements. The computation of fractional undivided interest in the Common Elements and the Common Surplus is more particularly set forth in Exhibit D. The order of expansion shall be from Phase I to Phase II to Phase III to Phase IV. If one or more phases are not built, the Units which are built are entitled to 100% ownership of all Common Elements within the phases actually developed and added as a part of the Condominium.

(12) Time Limitation on Expansion. The Developer may expand the Condominium in the manner provided herein to include: Phase II, Phase III and Phase IV - at any time on or before seven (7) years from the date of recording this Declaration.

4. THE UNIT. The Units of the Condominium are subdivided parcels of real property more particularly described on Exhibit B of this Declaration and the rights and obligations of their owners are established as follows:

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

B. 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 D.

(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.

(3) Association Vote. Each Unit shall be entitled to a Voting Interest of one (1) vote, said vote to be cast by the Unit owner in the manner prescribed by the By-Laws of the Association.

(4) Master Association Membership. Subject to amendments, if any, from time to time, the membership of each Unit owner in the Condominium in the Master Association and the interest of each Unit owner in the funds and assets held by the Master Association, all in accordance with the Articles of Incorporation and Bylaws of the Master Association.

(5) Master Association Vote. Subject to amendments, if any, from time to time, each Unit shall be entitled to a Voting Interest of one (1) vote, said vote to be cast by the Unit owner in the manner prescribed by the Articles of Incorporation and Bylaws of the Master Association.

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

D. Types of Residences. There are six (6) residence floor plans which are generally described below and which are described in more detail on the graphic description of improvements attached as Exhibits B and C.

<u>RESIDENCE</u>	<u>DESCRIPTION</u>
Type A MAGNOLIA	Great room-Dining room, breakfast-kitchen area, utility room, three bedrooms, two bathrooms, porch, terrace and garage. (Approximately 1580 square feet currently planned but may be a minimum of 1422 and up to a maximum of 1738)
Type A MAGNOLIA REVERSE	Great room-Dining room, breakfast-kitchen area, utility room, three bedrooms, two bathrooms, porch, terrace and garage. (Approximately 1580 square feet currently planned but may be a minimum of 1422 and up to a maximum of 1738)
Type B AZALEA	Great room-Dining room, kitchen, utility room, three bedrooms, two bathrooms, lanai and garage. (Approximately 1481 square feet currently planned but may be a minimum of 1333 and up to a maximum of 1629)

Type B  
AZALEA  
REVERSE

Great room-Dining room, kitchen, utility room, three bedrooms, two bathrooms, lanai and garage. (Approximately 1481 square feet currently planned but may be a minimum of 1333 and up to a maximum of 1629)

Type C  
JASMINE

Living room, dining room, breakfast-kitchen area, three bedrooms, two bathrooms, utility room, patio and garage. (Approximately 1660 square feet currently planned but may be a minimum of 1494 and up to a maximum of 1826)

Type C  
JASMINE  
REVERSE

Living room, dining room, breakfast-kitchen area, three bedrooms, two bathrooms, utility room, patio and garage. (Approximately 1660 square feet currently planned but may be a minimum of 1494 and up to a maximum of 1826)

E. Maintenance, Alteration and Improvement.

Responsibility for the maintenance of 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 which are damaged as a result of a casualty for which the Association has secured insurance coverage;

(ii) All incidental damage caused to a Unit by such work as is described above or caused to a Unit in the course of the Association's maintenance and operation of the Common Elements shall be repaired promptly at the expense of the Association.

(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, and the residence constructed thereon, except any portion to be maintained, repaired and replaced

by the Association. Such shall be done without disturbing the rights of other Unit owners.

(ii) Except in the event of damage resulting from casualty for which the Association has secured insurance coverage, the portions of a Unit and the residence constructed thereon to be maintained, repaired and replaced by a Unit owner at his expense are all improvements to the Unit including but not limited to the residence and all landscaping, driveways, patios and similar improvements located within the legal description of his Unit.

(iii) 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 provided, neither any Unit owner nor the Association shall make any alteration in a Unit or in Unit improvements without first obtaining approval in writing from the Environmental Control Committee of the Association. Such approval may be withheld if the Committee in good faith believes that the requested alteration or improvement will not be in the best interest of the development, based on the standards elsewhere set forth in this Declaration. The Environmental Control Committee may require that a copy of plans of all such work prepared by an architect licensed to practice in this state be submitted for review along with the request for approval. Nothing herein shall be construed to prevent a Unit owner from altering or improving the interior of the residence located on his Unit, provided such alteration or improvement does not produce any change in the exterior appearance of the residence; all such interior improvements or alterations shall be at the expense and are the responsibility of the Unit owner.

(2) Common Elements.

(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, or as amended by any Supplemental Declaration, there shall be no substantial alteration nor further substantial improvement of the real property constituting the Common Elements without prior approval in writing by the owners of not less than two-thirds (2/3) of the Common Elements except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any Unit owner without their consent. There shall be no change in the shares and rights of a Unit owner in the Common Elements altered or further improved, whether or not the Unit owner contributes to the cost of such alteration or improvements. "Substantial alteration" and "substantial improvement" shall be deemed to mean those alterations and improvements reasonably expected to cost \$20,000 or more.

(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 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 for 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 Association Board of

Directors. 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 the Association without approval of the Unit owners.

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 by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments which come due while he is the Unit owner. Additionally, a Unit owner is jointly and severally liable with the previous owner for all unpaid Assessments that come 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 not be liable for and shall be excused from the payment of any Assessments for Common Expenses assessed against any Unit owned by the Developer during the period beginning with the recording of the Declaration of Condominium and unless extended as hereafter provided, terminating not later than one (1) calendar year thereafter or upon the transfer of control of the Association to Unit owners other than the Developer, whichever occurs first. During this period, the Developer guarantees that the Assessments for Common Expenses imposed on the Unit owners other than the



Developer shall not increase over the dollar amount of \$146.05 per month per Unit. The Developer shall pay any amount of Common Expenses incurred during the period and not produced by the Assessments at the guaranteed level receivable from other Unit owners. Upon termination of this guarantee, the Developer shall pay Assessments for Common Expenses for Units owned by the Developer. Notwithstanding anything to the contrary herein provided regarding the expiration of the guarantee period, the Developer may extend the initial one year guarantee period (or subsequent guarantee periods) to provide one or more additional one year guarantee periods upon like terms and conditions as herein provided. To effect such extension, Developer shall file written notice thereof with the Secretary of the Association who shall file or cause said notice to be filed with the minutes of the Association's board of directors.

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 interest and then to the Assessment payment 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.

Except as set forth below, the Association's liens shall be effective from and after the time of and shall relate back to

the recording in the public records of Bay County, Florida, of this Declaration. As to first mortgages of record, the lien is effective from and after a claim of lien is recorded in the public records of Bay County, Florida 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 due date, 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 officer or authorized agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien.

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. In case of such foreclosure, the Unit owner may be required to pay a reasonable rental for the Condominium Parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit owner or occupant or both.

H. Liability of Mortgagee. A mortgagee, including a first mortgagee, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the certificate of title or deed, as the case may be. However, the mortgagee's liability is limited to a period not exceeding 6 months, but in no event, does the first mortgagee's liability exceed one percent (1%) of the original mortgage debt. The first mortgagee's liability for such expense or assessments does not commence until 30 days after

the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than 6 months of the Unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the Unit by the mortgagee or 1 percent of the original mortgage debt, whichever amount is less. Any unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectable from all of the Unit owners, including such acquire 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. Within fifteen (15) days after request by a Unit owner or Unit mortgagee, the Association shall provide a certificate stating all Assessments and other moneys owed to the Association by the Unit owner with respect to the Condominium Parcel. 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 Legend Place Homeowners 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 E.

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 F.

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.

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 shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by the Declaration.

7. INSURANCE. The insurance other than title insurance that shall be carried on the Association Property and Common Elements shall be governed by the following provisions:

A. Authority to Purchase; Named Insured. All insurance policies upon the Association Property and Common Elements 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 as may be appropriate. 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 and shall maintain premises insurance on any residence located on their Unit.

B. Coverage.

(1) Casualty. All buildings and improvements upon the Condominium Property and any Unit of the Condominium 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. If requested by the Association, each Unit owner shall provide the Association evidence satisfactory to the Association, that coverage is in force. Such coverage shall afford protection against:

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

(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 Unit as initially constructed or replacements thereof of like kind or quality, in accordance with the original plans and specifications or as existed at the time the Unit was initially constructed if the original plans and specifications are not available. 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 at 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) Workmen's Compensation. Workmen'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 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 paragraph 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, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(2) Improvements to Units. If the damaged improvement is a residence, then the Unit owner shall have the sole discretion to reconstruct said single family residence or repair same, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere that the Condominium shall be terminated.

If the Unit owner determines to reconstruct the residence it shall be reconstructed pursuant to the original

construction plans or pursuant to new plans which have been approved by the Environmental Control Committee in the manner described herein.

If the Unit owner determines not to reconstruct the residence he shall cause all debris to be removed from the Unit within ninety (90) days of the casualty causing the destruction and shall further restore the Unit to its original undeveloped condition. This provision shall be enforced by the Association in the event that Unit owners fail to timely comply with same. All expenses incurred by the Association in removing debris and restoring the Unit to its pre-construction condition including the costs of enforcing this provision shall be charged to the non-complying Unit owner shall be a debt due from such owner to the Association and if not timely paid shall be secured by a non-statutory lien upon the Unit in favor of the Association. Such lien shall also secure all costs of collection, including Association attorney fees and may be foreclosed in the manner mortgages are foreclosed under Florida law.

(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 development, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Environmental Control Committee, of the Association, 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 and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments. If the proceeds of insurance ~~cover~~ the event that Unit owners fail to timely comply with same. All expenses incurred by the Association in removing debris and restoring the Unit to its pre-construction condition including the costs of enforcing this provision shall be charged to the non-complying Unit owner shall be a debt due from such owner to the Association and if not timely paid shall be secured by a non-statutory lien upon the Unit in favor of the Association. Such lien shall also secure all costs of collection, including Association attorney fees and may be foreclosed in the manner mortgages are foreclosed under Florida law.

(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.

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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

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 Twenty Thousand Dollars (\$20,000), 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.

(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 Twenty Thousand Dollars (\$20,000), 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. 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 or 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; 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.

(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 for 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 Common Elements in useful condition exist on the Land.

A. Units. Each of the Units is an improved parcel of real property. A Unit may be used thereon as a single family residence for either permanent or transient use and for no other purpose. Unit improvements will initially be constructed by the Developer and the exterior of the residence on the Units and the landscaping within Unit boundaries may not be altered or improved, or reconstructed after casualty except upon compliance with the requirements of this Declaration, including exhibits, and rules and regulations, if any, promulgated by the Association or its Environmental Control Committee. After initial construction no

Unit improvements shall be further improved, altered or reconstructed after casualty prior to receiving written approval from the Environmental Control Committee of the plans and specifications regarding the contemplated construction.

(1) Appointment of Environmental Control Committee.

There shall be appointed by the Board of Directors of the Association, an Environmental Control Committee consisting of three members, which committee shall initially be comprised of Developer-appointed members and following transfer of control shall include one or more Members of the Association.

(2) Review by Committee. The Committee shall review all proposed exterior construction and modifications, or alterations to residences and landscaping within Units shall be guided by the following standards of environmental control, to wit:

(a) Environmental Control. No building or other exterior addition or modification to existing structures shall be commenced, erected or maintained upon a Unit nor shall any exterior addition to or change or alteration, including patio covers, be made nor any landscaping done until the plans, drawn to appropriate scale, and specifications showing the nature, kind, shape, height, material and location of the same including exterior color scheme, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography and vegetation by the Environmental Control Committee. Except during construction no temporary buildings, mobile homes, trailers, recreational vehicles or out-buildings may be placed on, stored, erected or otherwise kept on any Unit.

(b) Landscaping Approval. No trees, bushes, shrubs or plants which at maturity and without clipping or pruning thereof, would exceed the height of the residence located on any Unit shall be planted or emplaced until the plans and specifications for the placement of any such trees, bushes, shrubs or plants have been submitted to and approved by the Environmental Control Committee as to the preservation of the natural view and



aesthetic beauty which each Unit and the community is intended to enjoy. Said plans as submitted shall show in detail and to scale the proposed elevations and locations of said trees, bushes, shrubs or plants, including the locations of same in relation to all other Units subject to these restrictions. Additionally, no Unit or portion thereof shall be used for the deposit, accumulation or storage of building materials, appliances, equipment, motor vehicles or personal property, except for the use in construction of a residence building and related improvements on that Unit, and in such case, shall not remain there more than thirty (30) days before commencement nor more than thirty (30) days after completion of such construction.

(c) Construction Restrictions.

(i) Landscaping plans must take into consideration the stormwater management system for the Condominium and must not interfere with its proper functioning.

(ii) A builder will be permitted to place one sign, of the dimensions permitted by BPIA rules and regulations in effect from time to time, on the property once construction has commenced. The sign should list the builders name and phone number. The sign must be removed at the completion of construction or landscaping, whichever comes first. No other signs (except a Bay County building permit and Notice of Commencement) are allowed.

(iii) A trash receptacle must be placed on the Unit prior to the start of framing, and remain until construction is completed. The dumpster must be emptied often enough to maintain the construction site in a neat condition.

(iv) A Port-O-Let, or similar toilet facility may be placed on a Unit at the time construction begins and may remain until construction is completed.

(v) Construction workers will be allowed on the property from 7:00 a.m. until 6:00 p.m.

(vi) Vehicles belonging to a builder or contractor and his employees will not be allowed to park on the paved roadway.

(vii) When the construction of any structure is once begun, work thereon must be prosecuted diligently and continuously and must be completed within six (6) months of issuance of the development plan approval by the Environmental Control Committee, unless otherwise approved by the Environmental Control Committee.

(viii) These restrictions shall not apply to Developer's construction activities.

(d) Attorneys' Fees. In all litigation involving architectural or environmental control, the prevailing party shall be entitled to collect and shall be awarded attorneys' fees and court costs.

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.

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. 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.

E. Leasing. Only entire Units may be leased. Except as elsewhere provided, owners shall not rent a Unit more than 3 times annually. Nothing herein shall be deemed to prevent the owner from leasing a Unit on a daily basis, or on a longer-term lease, subject to the limitation that no more than 3 rentals, regardless of the length, shall be made over the course of a 12 month period, and further subject to all of the provisions of the Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association. Provided, however, that Units owned by the Developer, its affiliates or principles, shall not be subject to the limitations regarding the number of times per year that a Unit may be rented.

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.

G. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all the Units of the Condominium, neither the Unit owner nor the Association nor any use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units and Common Elements, at no cost to Developer, as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs. Any temporary or mobile sales office, the furniture and furnishings in any sales or rental office and in all model Units, signs and all items pertaining to sales shall not be Common Elements but shall remain the property of the Developer. The Developer shall have the absolute right to rent or lease unsold Units without regard to any restrictions or limitations.

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 guest, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

B. Fines. The Board of Directors of the Association upon complying with the procedural requirements contained in the By-Laws for reasonable notice and an opportunity for a hearing, may fine and charge any offending member a sum not to exceed One Hundred Dollars (\$100.00) for each infraction of the provisions of this Declaration, the Articles, By-Laws or rules and regulations of the Association. No fines shall constitute a lien against the Unit. The provisions of this paragraph shall not apply to unoccupied Units.

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 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. An Institutional Mortgagee that is also a first mortgagee shall be entitled to the protections afforded other first mortgagees as elsewhere provided in this Declaration.

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. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. 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 2/3's of the Directors; or

(3) At the request of a Unit Owner and with the Unit Owner's joinder and consent, a majority of the Board of Directors shall be sufficient to approve an amendment to adjust the Unit boundaries of the particular Owner involved, with a similar and consistent adjustment of adjacent common element boundaries, in order to eliminate an encroachment or to accommodate a plan of rebuilding following damage or destruction of improvements on a



Unit by casualty, or otherwise to relieve a hardship, as determined by a majority of the Board of Directors.

(4) 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.

(5) 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 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 supplement or

amendment thereto; or (v) to make any other non-material change in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a 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 seven (7) years from the date of recording of the Declaration.

C. 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 of the Declaration 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.

D. Proviso. Provided, however, that no amendment shall discriminate against any Unit owner nor against any Unit or class or group of Units, unless the Units so affected shall consent; and no amendment shall change any Unit nor the share in the Common

Elements appurtenant to it, nor increase the owners share of the Common Expenses, unless the record owner of the Unit concerned, all record owners of mortgages on such Unit and a majority of all record owners of all other Units shall approve the amendment.

E. 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 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 Condominium 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.

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

Witnesses:

To Fauchery

Rob Blue Jr

NELSON DEVELOPMENT OF  
NORTHWEST FLORIDA, INC.,  
a Florida corporation

David R. Nelson

By: David R. Nelson  
As: President

STATE OF FLORIDA  
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 16 day of Nov., 1995, by David R. Nelson, President of Nelson Development of Northwest Florida, Inc., a Florida corporation, on behalf of the corporation. He did take an oath and is personally known to me.

(SEAL)

Diana To Fauchery  
\_\_\_\_\_, Notary Public  
Serial # \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:  
ROB BLUE, JR.  
BURKE & BLUE, P.A.  
Attorneys at Law  
P. O. Box 70  
Panama City, Florida 32402



My Comm. Exp. 10/20/97  
Bonded By Service Ins  
No. 6031245  
 Personally Known  Other T.D.

EXHIBIT A TO THE DECLARATION  
LEGEND PLACE, A CONDOMINIUM

(Land Description)

PHASE I

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA, AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF DELWOOD BEACH ROAD; THENCE SOUTH 00°15'40" EAST ALONG THE WEST LINE OF SAID SECTION 11 ACCORDING TO THE PLAT OF BAY POINT UNIT ONE, 1105.81 FEET; THENCE SOUTH 75°25'12" EAST, FOR 230.52 FEET; THENCE NORTH 42°08'15" EAST FOR 290.35 FEET; THENCE SOUTH 11°59'54" EAST FOR 25.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°21'38" EAST, 222.40 FEET; THENCE SOUTH 64°13'15" EAST, 117.38 FEET; THENCE SOUTH 27°35'41" WEST, 88.25 FEET; THENCE SOUTH 64°07'17" WEST, 36.84 FEET, TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 27°08'21", A CHORD OF 18.77 FEET, BEARING SOUTH 00°40'21" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 18.94 FEET, TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE, PROCEED NORTH 54°07'17" EAST, 16.83 FEET; THENCE SOUTH 87°42'17" EAST, 71.51 FEET; THENCE SOUTH 22°17'43" WEST, 81.34 FEET; THENCE NORTH 87°42'17" WEST, 51.33 FEET; THENCE SOUTH 45°36'58" WEST, 88.81 FEET; THENCE NORTH 57°33'23" WEST, 73.92 FEET; THENCE SOUTH 88°42'18" WEST, 104.19 FEET; THENCE NORTH 09°50'08" EAST, 32.80 FEET; THENCE NORTH 11°59'54" WEST, 156.10 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT ROAD EASEMENT IN PHASE I.

DESCRIPTION:

DESCRIPTION ROAD EASEMENT: IN PHASE I

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA, AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF DELWOOD BEACH ROAD; THENCE SOUTH 00°15'40" EAST ALONG THE WEST LINE OF SAID SECTION 11 ACCORDING TO THE PLAT OF BAY POINT UNIT ONE, 1105.81 FEET; THENCE SOUTH 75°25'12" EAST, FOR 230.52 FEET; THENCE NORTH 42°08'13" EAST FOR 290.35 FEET; THENCE SOUTH 11°59'54" EAST FOR 25.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°21'28" EAST, 18.01 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 80°53'28", A RADIUS OF 28.00 FEET, A CHORD OF 28.37 FEET BEARING S59°50'55"E; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 29.76 FEET TO THE POINT OF A REVERSE CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 61°26'30", A RADIUS OF 122.00 FEET, A CHORD OF 124.84 FEET, BEARING SOUTH 59°34'24" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 130.82 FEET, TO THE POINT OF A COMPOUND CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF 176°11'11", A RADIUS OF 11.86 FEET, A CHORD OF 23.70 FEET, BEARING NORTH 68°24'36" EAST; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 38.47 FEET TO THE POINT OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A CENTRAL ANGLE OF 148°10'59", A RADIUS OF 40.0 FEET, A CHORD OF 78.93 FEET BEARING NORTH 54°37'58" EAST; THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 103.45 FEET TO THE END OF SAID CURVE; THENCE NORTH 38°43'28" EAST FOR 1.26 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY HAVING A CENTRAL ANGLE OF 20°49'48", A RADIUS OF 41.26 FEET, A CHORD OF 14.91 FEET BEARING SOUTH 40°51'38" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 15.00 FEET TO THE END OF SAID CURVE; THENCE SOUTH 59°33'16" WEST FOR 1.26 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 106°34'44", A RADIUS OF 40.00 FEET, A CHORD OF 64.13 FEET BEARING S22°50'38"W; THENCE SOUTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 74.40 FEET TO THE END OF SAID CURVE; THENCE S45°36'58"W FOR 63.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 65°08'53", A RADIUS OF 10.00 FEET, A CHORD OF 10.76 FEET, BEARING S13°02'31"W, THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 11.37 FEET, TO THE POINT OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 31°18'25", A RADIUS OF 78.00 FEET, A CHORD OF 42.09 FEET, BEARING S35°11'07"E; THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 42.82 FEET TO THE END OF SAID CURVE; THENCE S45°36'58"W FOR 10.00 FEET; THENCE N57°33'23"W FOR 73.92 FEET, TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 01°11'34", A RADIUS OF 122.00 FEET, A CHORD OF 2.54 FEET, BEARING N12°34'53"W; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 2.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N11°59'08"W FOR 20.76 FEET; THENCE S78°00'54"W FOR 2.83 FEET; THENCE N11°59'08"W FOR 15.00 FEET; THENCE N78°00'54"E FOR 2.28 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 72°43'47", A RADIUS OF 78.00 FEET, A CHORD OF 92.50 FEET, BEARING N53°55'45"W; THENCE NORTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 99.01 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 89°42'21"W FOR 28.36 FEET; THENCE N11°59'54"W FOR 53.14 FEET TO THE POINT OF BEGINNING.

As of 11-15-95

Subject to matters of record including the Declaration of Protective Covenants recorded at Official Record Book 1598 Page 1298 of the Public Records of Bay County, Florida.







County Wide Surveying, Inc.

Land Surveying

Phone 769-0345 • Fax 769-0346

1416 W. 16TH STREET, SUITE A, PANAMA CITY, FLORIDA 32405

\*\* OFFICIAL RECORDS \*\*  
BOOK: 1598 PAGE: 1356

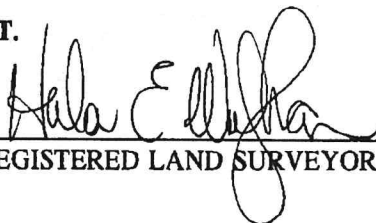
**SURVEYOR'S CERTIFICATE**

**STATE OF FLORIDA  
COUNTY OF BAY**

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Hulon E. Walsingham, after first being cautioned and sworn, deposes and says:

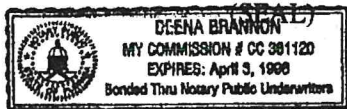
1. That he is a duly registered surveyor under the laws of the State of Florida, his certificate of registration number being 3257.
2. That the construction of the improvements described by the survey and the graphic description of the improvements attached to the Declaration of Condominium of Legend Place, a Condominium, is substantially complete so that such material, together with the provisions of the Declaratin describing the Phase I Condominium, Property, is an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the Common Elements and each Unit in Phase I can be determined from these materials.
3. This Surveyor's Certificate is for Phase I of Legend Place, a Condominium, under 718.403 Florida Statutes.

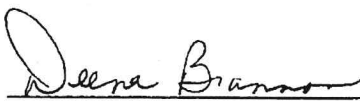
**FURTHER AFFIANT SAYITH NOT.**

  
REGISTERED LAND SURVEYOR NO. 3257

**STATE OF FLORIDA  
COUNTY OF BAY**

Sworn to and subscribed before me this 11th day of October, 1995, by Hulon E. Walsingham, who is personally known to me.



  
Notary Public, Deena Brannon  
My Commission #: CC 361120  
My Commission Expires: April 3, 1998

JOB # 9323-931

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM OF  
LEGEND PLACE, A CONDOMINIUM

(Legals Phase II, III, IV & Site Plan)

PHASE II

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA, AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF DELWOOD BEACH ROAD; THENCE SOUTH 00°15'40" EAST ALONG THE WEST LINE OF SAID SECTION 11 ACCORDING TO THE PLAT OF BAY POINT UNIT ONE, 1105.81 FEET; THENCE SOUTH 75°25'12" EAST, FOR 230.52 FEET; THENCE NORTH 42°08'13" EAST FOR 290.35 FEET; THENCE SOUTH 11°59'54" EAST, FOR 25.00 FEET; THENCE SOUTH 11°59'54" EAST, 156.10 FEET; THENCE SOUTH 09°50'09" WEST, 32.60 FEET TO THE POINT OF BEGINNING; THENCE NORTH 66°42'16" EAST, 104.19 FEET; THENCE SOUTH 57°33'23" EAST, 73.92 FEET; THENCE NORTH 45°36'58" EAST, 98.91 FEET; THENCE SOUTH 67°42'17" EAST, 95.33 FEET; THENCE SOUTH 31°49'33" WEST, 86.20 FEET; THENCE SOUTH 67°42'17" EAST, 21.00 FEET THENCE SOUTH 22°17'43" WEST, 137.92 FEET; THENCE NORTH 67°41'25" WEST, 188.88 FEET; THENCE NORTH 37°14'25" WEST, 109.90 FEET; THENCE NORTH 09°50'09" EAST, 15.32 FEET, TO THE POINT OF BEGINNING.

PHASE III

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA, AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF DELWOOD BEACH ROAD; THENCE SOUTH 00°15'40" EAST ALONG THE WEST LINE OF SAID SECTION 11 ACCORDING TO THE PLAT OF BAY POINT UNIT ONE, 1105.81 FEET; THENCE SOUTH 75°25'12" EAST, FOR 230.52 FEET; THENCE NORTH 42°08'13" EAST FOR 290.35 FEET; THENCE SOUTH 11°59'54" EAST, FOR 25.00 FEET; THENCE SOUTH 11°59'54" EAST, 156.10 FEET; THENCE SOUTH 09°50'09" WEST, 32.60 FEET; THENCE NORTH 66°42'16" EAST, 104.19 FEET; THENCE SOUTH 57°33'23" EAST, 73.92 FEET; THENCE NORTH 45°36'58" EAST, 98.91 FEET; THENCE SOUTH 67°42'17" EAST, 95.33 FEET; THENCE SOUTH 31°49'33" WEST, 86.20 FEET; THENCE SOUTH 67°42'17" EAST, 21.00 FEET; THENCE NORTH 67°41'25" WEST, 188.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 22°17'43" EAST, 137.92 FEET; THENCE NORTH 67°42'16" WEST, 21.00 FEET; THENCE NORTH 31°49'33" EAST, 86.20 FEET; THENCE SOUTH 67°42'17" EAST, 43.56 FEET, TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 07°14'44" A RADIUS OF 40.00 FEET, A CHORD OF 5.05 FEET, BEARING SOUTH 21°57'25" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.06 FEET, TO THE POINT OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY HAVING A CENTRAL ANGLE OF 43°41'38", A RADIUS OF 25.00 FEET, A CHORD OF 18.60 FEET, BEARING SOUTH 03°41'38" EAST; THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 25.00 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°09'08" WEST, 21.83 FEET; THENCE SOUTH 68°11'36" EAST, 44.04 FEET; THENCE SOUTH 69°55'52" EAST, 149.41 FEET; THENCE SOUTH 08°56'19" EAST, 71.12 FEET; THENCE SOUTH 66°12'24" WEST, 40.82 FEET; THENCE NORTH 84.89 FEET; THENCE SOUTH 82°58'25" WEST, 99.23 FEET; THENCE NORTH 67°41'25" WEST 74.38 FEET TO THE POINT OF BEGINNING. ALSO, COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA, AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF DELWOOD BEACH ROAD; THENCE SOUTH 00°15'40" EAST ALONG THE WEST LINE OF SAID SECTION 11 ACCORDING TO THE PLAT OF BAY POINT UNIT ONE, 1105.81 FEET; THENCE SOUTH 75°25'12" EAST, FOR 230.52 FEET; THENCE NORTH 42°08'13" EAST FOR 290.35 FEET; THENCE SOUTH 11°59'54" EAST FOR 25.00 FEET; THENCE NORTH 66°21'28" EAST, 117.36 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°13'15" WEST 68.25 FEET; THENCE SOUTH 64°07'17" WEST, 36.64 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 27°08'21", A RADIUS OF 40.00 FEET, A CHORD OF 18.77 FEET, BEARING SOUTH 00°40'27" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 18.94 FEET, TO THE END OF SAID CURVE; THENCE DEPARTING SAID CURVE, PROCEED NORTH 64°07'17" EAST 16.83 FEET; THENCE SOUTH 67°42'17" EAST, 71.51 FEET; THENCE NORTH 22°17'43" EAST 25.00 FEET; THENCE NORTH 74°07'09" EAST, 47.14 FEET; THENCE NORTH 25°16'55" EAST, 39.92 FEET; THENCE NORTH 64°13'15" WEST, 98.64 FEET TO THE POINT OF BEGINNING.

PHASE IV

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA, AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF DELWOOD BEACH ROAD; THENCE SOUTH 00°15'40" EAST ALONG THE WEST LINE OF SAID SECTION 11 ACCORDING TO THE PLAT OF BAY POINT UNIT ONE, 1105.81 FEET; THENCE SOUTH 75°25'12" EAST, FOR 230.52 FEET; THENCE NORTH 42°08'13" EAST FOR 290.35 FEET; THENCE SOUTH 11°59'54" EAST FOR 25.00 FEET; THENCE NORTH 66°21'28" EAST, 222.40 FEET; THENCE SOUTH 64°13'15" EAST, 216.00 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 25°16'55" WEST, 39.92 FEET; THENCE SOUTH 74°07'09" WEST, 47.14 FEET; THENCE SOUTH 22°17'43" WEST, 86.34 FEET; THENCE SOUTH 67°42'17" EAST, 87.56 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 07°14'44", A RADIUS OF 40.00 FEET, A CHORD OF 5.05 FEET, BEARING SOUTH 21°57'25" EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 5.06 FEET, TO THE POINT OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A CENTRAL ANGLE OF 43°41'38", A RADIUS OF 25.00 FEET, A CHORD OF 18.60 FEET, BEARING SOUTH 03°41'38" EAST; THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 19.06 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°09'08" WEST, 21.83 FEET; THENCE SOUTH 68°11'36" EAST, 44.04 FEET; THENCE SOUTH 69°55'52" EAST, 149.41 FEET; THENCE NORTH 08°56'19" WEST, 110.36 FEET; THENCE NORTH 37°23'41" EAST, 86.41 FEET; THENCE NORTH 64°13'15" WEST, 220.76 FEET TO THE POINT OF BEGINNING.



**EXHIBIT D TO THE DECLARATION OF CONDOMINIUM OF  
LEGEND PLACE, A CONDOMINIUM**

(Fractional Share of Common Elements & Common Surplus)

Each Unit in the Condominium will have an equal share of the common elements and common surplus and will bear an equal share of the common expense of the Condominium. The fractional share of the common elements and common surplus appurtenant to each Unit will always be equal to a fraction, the numerator of which is 1 and the denominator of which is the number of Units then in existence, having been created as provided in the Declaration, Supplemental Declaration(s), or amendments thereto.