

DECLARATION OF CONDOMINIUM
FOR
MARINA CLUB VILLAGE, A CONDOMINIUM
BAY COUNTY, FLORIDA

WHEREAS, BAY BANK & TRUST COMPANY, a Florida banking corporation, ("Trustee"), holds legal title as Trustee for the benefit of BAY POINT YACHT & COUNTRY CLUB, a Florida Joint Venture Partnership ("Developer"), to the real property described in Exhibit "A-1" attached hereto (the "Property"), pursuant to the provisions of that certain Land Trust Agreement dated February 21, 1983, and known as Trust Number 61000 847311;

NOW THEREFORE, in order to create a Condominium consisting of the Property and additional property which may be added by the construction of additional phases, and the improvements constructed and to be constructed thereon (the "Improvements"), the Trustee and Developer hereby submit the Property and Improvements to Condominium Ownership under the provisions of the Florida Condominium Act, (Chapter 718, Florida Statutes), and the Trustee and Developer hereby make the declarations as to divisions, limitations, restrictions, covenants and conditions hereinafter set forth and declare and agree that the Property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration.

WHEREAS, Trustee and Developer make the following declaration:

1. PURPOSE

The purpose of this Declaration is to submit the Property described in this instrument and Improvements to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes (hereafter referred to as the "Condominium Act"), and the Trustee and the Developer do hereby submit the Property described in this instrument and improvements on such Property, to the condominium form of ownership and use.

1.1 The name by which this condominium is to be identified is MARINA CLUB VILLAGE, A CONDOMINIUM.

1.2 The address of this condominium is 100 Delwood Beach Road, Bay Point Yacht & Country Club, Panama City Beach, Florida 32407.

1.3 The Property which by this instrument is submitted to the condominium form of ownership, is that certain Property lying in Bay County, Florida, as described in Exhibit B, attached hereto and made a part hereof, together with a perpetual, non-exclusive easement for ingress and egress over streets, walks and other rights-of-way serving the units of the condominium and necessary to provide reasonable access to the public ways. The Property shall be subject to conditions, restrictions, limitations easements and reservations of record.

1.4 All provisions of the Declaration shall be construed to be perpetual covenants running with the Property and with every part thereof and interest therein, and every condominium parcel owner and claimant of the Property or any part thereof or interest therein, and his heirs, personal representatives, executors, administrators, successors and assigns, shall be bound by all of the provisions of the Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act or

as provided herein. Both the burdens imposed and the benefits shall run with each condominium parcel as herein defined.

2. DEFINITIONS

The terms used in this Declaration and in the Articles of Incorporation, the By-Laws and the Rules and Regulations of MARINA CLUB VILLAGE CONDOMINIUM ASSOCIATION, INC., shall have the meaning stated in the Condominium Act and herein unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

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

2.2. Bay Point Yacht & Country Club Resort shall mean and refer to that certain tract of land located generally between Delwood Beach Road, the waters of St. Andrews Bay, 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 and I-A 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., Lagoon Towers, Studio Villas I, II, and III, Golf Villas I, II, and III, and Turtlegrass, the Bay Point Club facility and marina complex, the existing golf course and the golf course under construction, and certain other undeveloped acreage contiguous to the herein described properties.

2.3. Association means the corporate entity responsible for the operation of a condominium.

2.4 Board of Directors means the board of directors or other representative body responsible for administration of the association.

2.5 By-Laws means the by-laws of the association existing from time to time.

2.6 Common elements includes within its meaning the following:

2.6.1 The condominium property which is not included within the units.

2.6.2 Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

2.6.3 An easement of support in every portion of a unit which contributes to the support of a building.

2.6.4 The property and installations required for the furnishing of utilities and other services to more than one (1) unit or to the common elements.

2.7 Common Expenses means all expenses and assessments properly incurred by the Association for the condominium.

2.8 Common Surplus means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over the common expenses.

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

2.10 Condominium Parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

2.11 Condominium Property means the lands, leaseholds and personal property that are subject to the 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.

2.12 Declaration or "declaration of condominium" means the instrument or instruments by which the condominium is created, as they are from time to time amended.

2.13 Developer: Bay Point Yacht & Country Club, a Florida Joint Venture Partnership. Developer may assign any right reserved to it by this Declaration. No assignee or successor developer who acquires any of Developer's rights shall be deemed to have assumed any obligation of Developer unless by written assumption agreement duly recorded in the public records of Bay County, Florida.

2.14 Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, federal or state agencies, the Developer or other mortgagee which shall be acceptable to and approved by the Board of Directors of the Association.

2.15 Limited Common Elements means those common elements which are reserved for the use of a certain condominium unit to the exclusion of other units, as specified in the declaration of condominium.

2.16 Operation or "operation of the condominium" includes the administration and management of the condominium property.

2.17 Unit means a part of the condominium property which is subject to exclusive ownership. A unit may be improvements, land or land and improvements together, as specified in the declaration of condominium.

2.18 Unit Owner or "owner of a unit" means the owner of a condominium parcel.

2.19 Utility Services as used in the Condominium Act, as construed with reference to the condominium, and as used in the Declaration and all exhibits attached hereto, shall include, but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal and all required services imposed by governmental authorities.

3. DEVELOPMENT PLANS

3.1 Improvements

3.1.1 Annexed hereto and made a part hereof as Exhibits B, C, D and E, are the survey, site plan, unit floor plans, and graphic descriptions of all units, including their identification numbers, locations and dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference, of the condominium as it shall be initially constructed.

3.1.2 Where more than one (1) typical unit has been acquired by the same owner and combined into a single dwelling place, the unit plans as described in Exhibit E may not reflect the interior plans of the combined units, but the exterior boundaries of the combined unit remain the same. Should any units be combined, combined units shall exist as separate units as described in this Declaration for the purpose of applying the provisions of this Declaration and all exhibits attached hereto.

3.2 Survey and Site Plan

A survey and site plan of the lands comprising the condominium and locating the improvements constructed thereon and to be constructed thereon, are attached hereto as Exhibits B and C, respectively. The Developer reserves the right to make non-material changes in the legal description of any phase.

3.3 Unit Plans

The development plans of the condominium, which include building plans and unit plans are attached hereto as Exhibits D and E, respectively. The legal description of each unit shall consist of the identifying number of such unit as shown on Exhibit D. Every deed, lease, mortgage or other instrument may legally describe a unit, apartment and/or condominium parcel by its identifying number as provided for in Exhibit E and each and every description shall be deemed good and sufficient for all purposes. The Developer reserves the right to make changes in the plans for unit interiors, with the consent of the Unit Owner.

3.4 Phases

Developer intends to develop MARINA CLUB VILLAGE, A CONDOMINIUM, in four separate and distinct phases. Phase I, which is hereby submitted to condominium ownership and use, will consist of the initial construction and improvements of four (4) buildings containing 21 units, the appurtenances and related improvements on the property described in Exhibits B, C, D, and E. At any time after the initiation of construction of Phase I, Developer may begin construction of Phase II, III, or IV. The Developer is obligated to construct Phases II, III, and IV, although they may be constructed in any order the Developer chooses. A legal description of each phase as well as site plan is attached hereto as Exhibit B-1.

Each unit owner in each phase will have an equal vote in the Association. The percentages of ownership in the common elements, share of common expenses, and share in common surplus as each phase is added to the condominium, shall be as provided for in Exhibit A hereto. No time share estates will be created with respect to any units in any phase. Developer shall notify unit owners of existing units of the commencement of construction of any additional phase. Notice shall be by certified mail addressed to each owner at the address of his unit or at his last known address. Amendments adding phases to the condominium shall not require the execution of such amendments and

consents by unit owners other than the Developer. All intended improvements in each phase must be completed before each phase is annexed into the condominium. Future improvements to the project will be consistent with initial improvements in terms of quality of construction.

The phases, number of buildings in each phase, number of units in each phase, number of bedrooms and bathrooms in each type of unit, the square footage of each type of unit, and the latest date of estimated completion is as follows:

PHASE I

Four Buildings

<u>Unit Type</u>	<u>Description Of Units</u>	<u>Number Of Units</u>	<u>Square Footage</u>	<u>Completion Date</u>
A	2 Bedroom, 1-1/2 Bathroom	3	2,020	April 30, 1986
B	2 Bedroom, 2 Bathroom	7	1,486	
C	2 Bedroom, 2 Bathroom	7	1,688	
D	3 Bedroom, 2 Bathroom	4	2,422	

PHASE II

One Building

<u>Unit Type</u>	<u>Description Of Units</u>	<u>Number Of Units</u>	<u>Square Footage</u>	<u>Completion Date</u>
B	2 Bedroom, 3 Bathroom	3	1,486	within 5 years of recording of Declaration of Condominium
C	2 Bedroom, 2 Bathroom	3	1,688	
D	3 Bedroom, 2 Bathroom	2	2,422	

PHASE III

One Building

<u>Unit Type</u>	<u>Description Of Units</u>	<u>Number Of Units</u>	<u>Square Footage</u>	<u>Completion Date</u>
A	2 Bedroom, 1 1/2 Bathroom	1	2,020	within 5 years of recording of Declaration of Condominium
B	2 Bedroom, 2 Bathroom	2	1,486	
C	2 Bedroom, 2 Bathroom	2	1,688	
D	3 Bedroom, 2 Bathroom	1	2,422	

PHASE IV

Two Buildings

<u>Unit Type</u>	<u>Description Of Units</u>	<u>Number Of Units</u>	<u>Square Footage</u>	<u>Completion Date</u>
A	2 Bedroom, 1 1/2 Bathroom	2	2,020	within 5 years of recording of Declaration of Condominium
B	2 Bedroom, 2 Bathroom	3	1,486	
C	2 Bedroom, 2 Bathroom	3	1,688	

3.5 Recreational Facilities.

In conjunction with Phase I, the Developer shall construct an unheated swimming pool. The pool will be available for use by the unit owners on or about the 30th day of April, 1986, date of completion of Phase I. The location of the pool is generally west of Buildings 1034-1038. The pool has a capacity of serving a minimum of eighteen (18) persons at one time; the deck has a capacity of serving a minimum of thirty-five (35) persons. The pool shall be 20' by 32' with a depth of 3' to 6'. In addition, it shall have a deck area surrounding the pool with the following approximate square footage: 2,400. The Developer also shall furnish patio and pool furniture at a cost not to exceed \$3,200.00. Additionally, the Developer shall construct an outdoor heated Jacuzzi, in conjunction with the pool, which shall have a capacity of serving a minimum of eight (8) persons at one time. Deck area shall be shared with pool deck area. The Jacuzzi shall be 6' by 6' with a depth of 3'. The Jacuzzi shall be available for use by the unit owners on or about the 30th day of April, 1986, date of completion of Phase I. Developer shall not construct any other recreational facilities in conjunction with Phases I, II, III, or IV. These facilities are for the exclusive use of unit owners of this condominium.

4. UNIT BOUNDARIES

Each unit shall include that part of the unit, which boundaries are as follows:

4.1 Upper and Lower Boundaries

The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

4.1.1 Upper Boundary shall be the horizontal plane of the undecorated, finished ceiling.

4.1.2 Lower Boundary shall be the horizontal plane of the undecorated, finished floor.

4.2 Perimetrical Boundaries

The perimetrical boundaries of the unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries.

4.3 Boundaries - Further Defined

The boundaries of the unit shall not include all of those spaces and improvements lying within the undecorated or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each unit, and those surfaces below the undecorated finished floor of each unit, and further, shall not include those spaces and improvements lying within the undecorated or unfinished inner surfaces of all interior bearing walls and bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits, and other utilities running through any interior wall or partition for the furnishing of utility services to other units or common elements. In those units where attic storage access is provided, a unit owner may use the crawl space for storage at the unit owner's risk. Any damage caused to the unit or common elements by using this storage area shall be the singular expense of the unit owner.

4.4 Balconies and Patios

If a unit shall include a balcony and/or a patio, this paragraph shall be applicable to that unit. The boundaries of the balcony and patio shall be as follows: All lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be railing, then the unit shall include the railing and the boundary shall be the exterior surface of the railing. Maintenance of the unfinished floor of the balcony or patio shall be borne by the unit owner to which the balcony or patio is appurtenant. Each balcony is a part of the unit which it abuts and is for the exclusive use of the owner of the abutting unit, provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any portion of the condominium building or condominium property.

5. OWNERSHIP

5.1 Type of Ownership

Ownership of each condominium parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

5.2 Association Membership

The owners of record of the units shall be members of the association. There shall be one (1) membership for each unit and if there is more than one (1) record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit.

5.3 Unit Owner's Rights

The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that lawful use is hereby created.

5.4 Developer's Units

Insofar as the context of Sections 12, 15, 18, and 19 hereof require, the Developer shall be treated as the owner of all units owned by the Trustee.

6. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The fee title of each condominium parcel shall include both the condominium unit and an undivided interest in the common elements; said undivided interest in the common elements is deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium unit. The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. Any attempt to separate or any action to partition the fee title to a condominium unit from the undivided interest in the common element appurtenant to each unit shall be null and void.

7. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the condominium shall own an undivided interest in the common elements, according to the "Schedule of Shares" attached hereto as Exhibit A.

8. COMMON EXPENSES AND COMMON SURPLUS

The common expense to be borne by each unit owner shall be a proportionate share of the total expenses and costs of the Association. Each unit owner shall be responsible for a portion of the common expenses and costs, and such share shall be in the percentage of the undivided share in the common elements to his unit as set forth in Exhibit A of this Declaration.

Any common surplus of the Association shall be owned by each of the unit owners in the same portion as his percentage liability for common expenses.

9. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

9.1 Units

9.1.1 By the Association. The Association shall maintain, repair and replace at the Association's expense:

9.1.1.1 All portions of a unit contributing to the support of the condominium building, which portions shall include, but not be limited to, outside walls of the condominium building and all fixtures on its exterior, those portions of boundary walls not a part of unit; floor and ceiling slabs; load-bearing columns and load-bearing walls.

9.1.1.2 All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which is contained.

9.1.1.3 All incidental damage caused to a unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

9.1.2 By the Unit Owner The responsibility of the unit owner shall be as follows:

9.1.2.1 To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair and to perform promptly all maintenance and repair work within the unit which, if omitted, would affect the condominium in its entirety or in a part belonging to others; being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall be liable and responsible for the maintenance, repair and replacement as the case may be, of all windows and all exterior doors, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and their connection required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his unit which may now or hereafter be situated in his unit.

9.1.2.2 To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his unit.

9.1.2.3 Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of patios, sun decks or balconies.

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

9.1.2.5 To pay for plumbing and electrical repairs to fixtures and equipment located within his unit and exclusively servicing his unit.

9.1.2.6 Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building or property.

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

9.1.4 Any officer of the Association or any agent of the Board shall have the irrevocable right to access each unit during reasonable hours for necessary inspection, maintenance, repair or replacement of any common element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

9.2 Common Elements

9.2.1 By the Association The maintenance and operation of the limited common elements, and other improvements and facilities shall be the responsibility of the Association as a common expense.

9.2.2. Alteration and Improvement After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by not less than two thirds (2/3) of the members of the association, except as provided in the By-Laws. Any such alteration or improvement shall not interfere with the rights of any unit owner without his consent. The costs of such work shall not be assessed against an institutional mortgagee, as defined in paragraph 2.13 herein that acquires its title as the result of owning a mortgage upon a unit owned, unless such institutional mortgagee shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any costs not so approved by an institutional mortgagee shall be assessed to the other unit owners in the proportion that their shares for the common expense bear to each other.

There shall be no change in the shares and rights of a unit owner in the common elements, or in his share of the common expenses whether or not the unit owner contributes to the costs of such alteration or improvements.

9.2.3 Land Acquisition. Land acquired by the Association may be added to the land submitted to condominium ownership hereby. This may be done by an amendment to this Declaration that includes the description of the acquired land and submits the said land to condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the unit owners in the manner elsewhere required. Such amendment, when recorded in the public records of Bay County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements appurtenant to the units owned by them.

9.2.4 Land Not Incorporated. Any land acquired by the Association that is not incorporated into the land by amendment of this Declaration, may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record unit owners of not less than seventy-five percent (75%) of the common elements. 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.

9.2.5 Personal Property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

9.3 Enforcement of Maintenance

In the event the owner of a unit fails to maintain a unit as required above, the Association, Developer or any other unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision.

Further, in the event a unit owner violates any of the provisions of this section, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

10. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

10.1 Units

10.1.1 Each of the units shall be occupied only as a permanent or transient residence and for no other purpose.

10.1.2 Except as reserved to the Developer, no unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected thereby.

10.1.3 Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the unit or the condominium building without the prior written consent of the Board of Directors of the Association.

10.1.4 No clotheslines or similar devices shall be allowed on any patios, sun decks or balconies of the condominium units, or any other part of the condominium property, without the written consent of the Board of Directors of the Association.

10.1.5 No owner shall make, allow or cause to be made, any structural addition or alteration of his unit or the common elements without the prior written consent of the Association.

10.2 Common Elements and Limited Common Elements

The common elements and limited common elements shall be used only for the purpose for which they are intended.

10.3 Nuisances

No nuisances shall be allowed on the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property.

10.4 Lawful Use

No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condo-

minium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Signs

No signs shall be displayed from a unit or on common elements except such signs as shall have advance written approval by the Developer.

10.6 Rules and Regulations

Reasonable rules and regulations concerning the use of the condominium property [common elements] 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 thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request.

10.7 Proviso

Notwithstanding any other provision herein, until the Developer has completed all of the contemplated improvements and closed the sales of all of the units of this condominium, neither the unit owners nor the Association nor their use of the condominium property shall interfere with the completion of all contemplated improvements and the sale of all units, and the Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs.

11. EASEMENTS

Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the condominium and the exclusion of any lands of the condominium from the condominium.

11.1 Utilities

There shall be an easement for utility services in order to adequately serve the condominium property; provided, however, easements through a unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the unit owner.

11.2 Pedestrian and Vehicular Traffic

The Developer, its successors and assigns, and unit owners, their guests, invitees and licensees, shall have an easement for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes.

11.3 Support

Every portion of a unit contributing to the support of the condominium building or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

11.4 Perpetual Non-exclusive Easement in Common Elements

The common elements shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all the owners of units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

11.5 Right of Entry into Private Dwellings in Emergencies

In case of an emergency originating in or threatening any unit, regardless of whether or not the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager or managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association, a key to such unit.

11.6 Right of Entry for Maintenance of Common Property

Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the condominium property, the owner of each unit shall permit other owners by their representatives, or the duly constituted and authorized agent of the Association, to enter such unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

11.7 Easement for Unintentional and Non-Negligent Encroachment

In the event that any unit shall encroach upon any of the common elements for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment into the common elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the common elements into any unit for so long as such encroachment shall naturally exist.

11.8 Air Space

An exclusive easement for the use of the air space occupied by a condominium unit as it exists at any particular time and as the unit may lawfully be altered.

11.9 Easements or Encroachments

Easements or encroachments by the perimeter walls, ceilings and floor surrounding each condominium unit.

11.10 Easement for Overhangs

Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units of any of them.

11.11 Easement for Air Space of Common Elements

An exclusive easement for the use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereof, situated in and/or on common elements of the condominium but exclusively serving and individually owned by the owner of the unit, as the same exist in and on the land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

11.12 Outparcel

To unit owners, their guests, invitees and licensees, shall have a non-exclusive easement of ingress and egress only over, on and upon that parcel of property described in Exhibit B and denoted "Outparcel".

12. ASSOCIATION

In order to provide for the proficient and effective administration of this condominium by the owners of units, a non-profit corporation known and designated as MARINA CLUB VILLAGE CONDOMINIUM ASSOCIATION, INC., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, its By-Laws and the Rules and Regulations promulgated by the Association from time to time.

12.1 Articles of Incorporation

A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit F.

12.2 By-Laws

The By-Laws of the Association shall be the by-laws of the condominium, a copy of which is attached hereto as Exhibit G.

12.3 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 condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

12.4 Restraint Upon Assignment of Shares in Assets

The shares of members of the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

12.5 Approval or Disapproval of Matters

Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Associ-

ation meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

12.6 Membership

The record owners of all units in this condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a condominium parcel in said condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration and by the recordation amount the public records of Bay County, Florida, of the deed and other instrument establishing the acquisition and designating the parcel affected hereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

12.7 Voting

On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each unit.

13. INSURANCE

The insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

13.1 Authority to Purchase

All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida and with offices or agents in Florida. Provided, however, all such insurance policies must be accepted and approved by the institutional mortgagee holding the largest aggregate dollar sum of mortgages encumbering condominium parcels in the condominium, said sum to be ascertained at the time of purchase or renewal of each policy.

13.2 Coverage

13.2.1 Casualty. All buildings and improvements upon the land, including units and all personal property of the Association included in the condominium property, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors of the Association, and all such insurance must be obtained, if reasonably possible, from the same company. Such coverage shall provide protection against:

13.2.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance.

13.2.1.2 Such other risks as from time to time shall be customarily covered with respect to buildings similar to construction, location and use, including, but not limited to, vandalism and malicious mischief.

13.2.2 Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors of the Association with cross liability endorsements to cover liability of the unit owners as a group to a unit owner.

13.2.3 Workmen's Compensation. As shall be required to meet the requirements of law.

13.2.4 Association Insurance. Such other insurance as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interest of the Association and the unit owners, including Directors' Liability Insurance or other insurance that an institutional mortgagee may reasonably require, so long as it is the owner of a mortgage on any condominium parcel.

13.3 Premiums

Premiums for insurance policies purchased by the Association shall be paid by the Association.

13.4 Assured

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 casualty losses shall be paid to any bank in Bay County, with trust powers, as may be approved and designated insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the "Insurance Trustee". All insurance policies shall require written notification to each institutional mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the condominium property.

The Insurance Trustee shall not be liable for payments of premiums, nor for the renewal or sufficiency of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid, and hold same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee.

13.4.1 Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units in each building, the shares of each unit owner being the same as his share in the common elements, as same are hereinabove stated.

13.4.2 Units. Proceeds on account of units shall be held in the following undivided shares:

13.4.2.1 Partial Destruction. When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

13.4.2.2 Total Destruction. When the building is to be restored, for the owners of all units in the building in proportion to their share of the common elements appurtenant to their unit.

13.4.2.3 Mortgagee. 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 interests appear. In no event shall any mortgagee have the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

13.5 Distribution of Proceeds

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

13.5.1 Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made thereof.

13.5.2 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

13.5.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

13.5.4 Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary as to the names of the unit owners and their respective shares of the distribution.

13.5.5 Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

14. RECONSTRUCTION OR REPAIR AFTER CASUALTY

14.1 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:

14.1.1 Common Elements. 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.

14.1.2 Condominium Building

14.1.2.1 Lesser Damage. If the damaged improvement is a part of the condominium building, and if

units to which fifty percent (50%) of the common elements or appurtenances are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

14.1.2.2 Major Damage. If the damaged improvement is part of the condominium building and if units to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the common elements agree in writing to such reconstruction or repair.

14.1.3 Certificate. The Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

14.2 Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the condominium building, by the owners of not less than seventy-five percent (75%) of the common elements, including the owners of all damaged units, which approval shall be unreasonably withheld.

14.3 Responsibility

If the damage is only to those parts of one (1) unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction or repair after casualty shall be that of the Association.

14.4 Estimates of Costs

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the costs to repair or rebuild.

14.5 Assessments

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units and against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the unit owners for damage to units shall be in proportion to the costs of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

14.6 Deductible Provision

The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

14.7 Construction Funds

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

14.7.1 Association. If costs of reconstruction and repair which are the responsibility of the Association, are more than FIVE THOUSAND DOLLARS (\$5,000.00), then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

14.7.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from the collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

14.7.2.1 Unit Owner. The portion of insurance proceeds representing damages for which the responsibility of reconstruction and repair lies with the unit owner, shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement, to the unit owner and the mortgagee jointly.

14.7.2.2 Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than FIVE THOUSAND DOLLARS (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction funds, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

14.7.2.3 Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than FIVE THOUSAND DOLLARS (\$5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

14.7.2.4 Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a 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 funds in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which

is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

14.7.2.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. 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 the name or the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner, and further provided, that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

15. ASSESSMENTS

The making and collecting of assessments against unit owners for common expenses shall be the obligation of the Board of Directors pursuant to the By-Laws and subject to the following provisions:

15.1 Share of the Common Expenses

Each unit owner shall be liable for a proportionate share of the common expenses and shall be entitled to an undivided share of the common surplus, such shares being set forth in Exhibit A to this Declaration. A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. If provided by law, in a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

15.2 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.

15.3 Interest, Application of Payments

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 be delinquent and shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due, until paid. In addition, in the sole discretion of the Association, a late charge of 25% may be assessed against a parcel for each delinquent payment; in no event shall such late charge exceed the total sum of \$50.00. All payments upon account shall be first applied to interest and then to the assessment payment first due.

15.4 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 for the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the unit owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of each unit owner in payment of his obligation for use charges and operation costs likewise referred to as common expense. The Association shall provide the Unit Owner with written notice at least 30 days prior to the filing of any action to foreclose a lien which lien has been filed pursuant to the terms of this Section. Such notice shall be hand delivered or mailed by certified or registered mail, return receipt requested, and addressed to the Unit Owner at his last known address. The notice shall be deemed to have been given upon mailing.

Said lien shall be effective from and after the time of recording in the public records of Bay County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due. No such lien recorded after October 1, 1984, shall continue for a longer period than 1 year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Such claims of lien shall be signed and verified by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional mortgage recorded prior to the time of recording of the claim of lien.

15.5 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 said lien, and may settle and compromise same, if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held 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 shall be required to pay a reasonable rental fee 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 and/or occupant.

15.6 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment

Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the mortgagee of a first mortgage of record or other purchaser of a unit, obtains title to a condominium parcel as a result of foreclosure of the first mortgage, or when the mortgagee of a first mortgage of record accepts a deed to said condominium parcel in lieu of

foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel, or chargeable to the former unit owner of such parcel which become due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including the acquirer of title, whether as a result of foreclosure or by acceptance of a deed to the condominium parcel in lieu of foreclosure. The new owner by virtue of the acquiring of such title shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder; however, any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record, or as a result of a deed given in lieu of foreclosure of a first mortgage of record, as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including persons who became purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

15.7 Assignment of Claim of Lien Rights

The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Developer, or to any unit owner or group of unit owners, or to any third party.

15.8 Unpaid Assessments - Certificate

Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

15.9 Liability of the Developer

The Developer shall not be liable for and shall be excused from the payment of any assessments or common expenses that are assessed against any unit owned by the Developer during that certain period of time beginning with the first closing of the sale of a condominium unit and 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 assessment for common expenses of the condominium imposed on the unit owners other than the Trustee shall not increase over the dollar amount stated of \$258.17 per month for type A, 2 bedroom, \$189.74 per month for type B, 2 bedroom, \$215.95 per month for type C, 2 bedroom, and \$309.61 per month for type D, 3 bedroom units, and 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.

15.10 Working Capital Assessment

In addition to all other assessments an initial assessment for the working capital fund of the Association shall be imposed in an amount equal to two (2) month's current assessment for each unit, payable at the time of closing of the initial purchase of the unit.

15.11 Utility Assessments

The Association shall provide to the Unit Owners basic telephone service, basic cablevision service, water, sewer, and garbage removal, and the Association shall be empowered to and shall include an adequate charge in the annual assessment to Unit Owners to cover the costs associated with providing the utilities and services listed herein.

16. COMPLIANCE AND DEFAULT

Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of unit owners to comply therewith shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act.

16.1 Negligence

A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, invitees, employees or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements.

16.2 Costs and Attorneys' Fees

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents and rules 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.

16.3 No Waiver of Rights

The failure of the Association or any unit owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration or any of the exhibits attached hereto, shall not constitute a waiver of the right to do so thereafter.

17. AMENDMENT OF DECLARATION

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

17.1 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 considered. Full text of the provision to be amended, together with proposed new text, shall be included.

17.2 Resolution of Adoption

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

17.2.1 Not less than seventy-five percent (75%) of the votes of the entire membership of the Board of Directors and by not less than seventy five (75%) of the votes of the entire membership of the Association; or

17.2.2 Not less than eighty percent (80%) of the votes of the entire membership of the Association; or

17.2.3 No amendment shall be effective except upon approval of 100% of the Unit Owners when any of the following matters are being considered for amendment:

- (a) the land on which each phase is to be built.
- (b) the number and size of the units.
- (c) the percentage of ownership of the common elements as each phase is added.
- (d) the recreational area and the common property in said area.
- (e) the membership vote and ownership in the Association.
- (f) the creation of time share estates.

17.3 Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit attached hereto, or amendment hereto, as follows:

17.3.1 Not less than fifty percent (50%) of the votes of the entire membership of the Board of Directors and by not less than fifty percent (50%) of the votes of the entire membership of the Association.

17.3.2 Any amendment adopted pursuant to the provisions of paragraph 17.3 shall not materially adversely affect the property rights of unit owners.

17.3.3 Until all of the units in the condominium have been sold and conveyed, any amendment adopted pursuant to this paragraph must be approved and consented to by the Developer.

17.4 Proviso

No amendment shall discriminate against any unit owner or against any unit, or class or group of units, unless the unit owners so affected and their institutional mortgagees shall consent; and no amendment shall change any unit or the share in the common elements, and other of its appurtenances or increase the owner's share of the common elements, and other of its appurtenances or increase the owner's share of the common expenses, except as hereinabove provided, unless the owner of the unit concerned and all such mortgagees as first above recited, shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance", nor in the section entitled "Reconstruction of Repair After Casualty", unless the record owner of all mortgages upon the condominium shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

17.5 Execution and Recording

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly 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 and a copy of the amendment are recorded in the public records of Bay County, Florida.

17.6 Amendments

The section concerning termination cannot be amended without consent of all unit owners and all recorded owners of mortgages upon condominium parcels.

18. DEVELOPER'S RIGHTS AND PRIVILEGES

18.1. Developer

The Trustee, at the time of filing of this Declaration, is the owner of all of the real property, individual units and appurtenances comprising this condominium. Therefore, the Developer and/or Trustee, until all of the units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by the Developer. Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the common elements and show units. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

18.2 Amendment

Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment until all of the units in the condominium have been sold.

18.3 Developer's Liability

Notwithstanding any other provision of this Declaration, neither the Trustee nor any partner of Developer shall have any liability whatsoever on account of Developer's obligation, except to the extent of his interest in the property which is submitted to condominium ownership hereby.

19. MASTER ASSOCIATION

19.1 The Bay Point Improvement Association, Inc., (the "Master Association") represents all of the residents of the entire Bay Point Development, including this Condominium, and its members are those persons designated in the Master Charter and Master By-Laws. Each unit owner in this Condominium shall be a member of the Master Association. The Master Association, acting through its board of directors, shall have the powers, rights and duties with respect to the Condominium Property, all as more particularly set forth in the Master Charter, Master By-Laws and recorded Declaration of Covenants with respect to the Bay Point Development.

19.2 The Master Association is entitled to a lien upon any condominium Parcel for any unpaid assessment for expenses incurred or to be incurred by the Master Association in the fulfillment of its maintenance, operation and management responsibilities with respect to roadways, bridges, drainage facilities, rights-of-way, medians, bike paths, entrance ways, irrigation systems, traffic control systems, street lighting, and other common areas used or to be used in common with all residents of the Bay Point Development, the payment of real estate ad valorem taxes assessed against such common areas all of which is more particularly set forth in the Master By-Laws and recorded Declaration of Covenants.

19.3 Notwithstanding anything herein to the contrary, this Declaration shall not be amended in any manner so as to affect the rights of the Master Association without the written approval of the board of directors of the Master Association. Any such approval shall be evidenced by a recordable instrument executed by the president and attested by the secretary of the Master Association.

20. CONVEYANCE, SALE, RENTAL, LEASE AND TRANSFER

20.1 In order to insure a community of congenial residents and thus protect the value of each Condominium Parcel, the sale of Condominium Parcels by a Unit Owner other than Developer shall be subject to the following provisions:

(a) Right of First Refusal. In the event the Owner of any Condominium Parcel wishes to sell the same and has received a bona fide offer to purchase same, such Owner ("Seller") shall notify the Association in writing that the Condominium Parcel is for sale and shall supply the Association with a true copy of such offer and the terms thereof, including the name of the prospective purchaser and such other information as the Association, in its reasonable exercise of its discretion, may request. The Association shall have the option for fifteen (15) days following receipt of such offer, to purchase the Parcel on the terms and conditions set forth in the offer, which option

shall be exercised if at all by notice in writing given to the Seller within said fifteen-day period. The Association shall have the right to assign the option herein granted or to waive its rights under this section. If the Association does not elect to exercise its option, or assign the same, or if the Association waives its rights hereunder Seller shall have the right to complete the transaction described in the offer to the purchaser named therein. If for any reason such transaction is not concluded and notice of such fact given to the Association within thirty (30) days after the time required by the offer for the transaction to be closed, the offer shall be deemed to have been abandoned and the provisions of this section shall be reimposed on the Parcel in question.

For the purposes of this section, the term "bona fide offer" shall mean an offer made in good faith by a prospective purchaser to Seller to purchase the Condominium Parcel.

(b) Application. The option granted to the Association in subparagraph (a) above, shall not apply to transfers made by the Developer, or any affiliate or subsidiary of the Developer, or to transfers made solely for the purpose of securing the performance of any obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to an Institutional Mortgagee in lieu of foreclosure, any transfer by an Institutional Mortgagee following foreclosure or any proceeding or arrangement in lieu thereof, the transfer of one joint tenant's interest to another, by operation of law or transfers to direct descendants or ascendants of the transferor or to corporations or partnership owned or controlled by the Seller or to sell to persons related by blood or marriage to the Seller.

(c) Certificate of Termination. The Association shall, upon request, at any time furnish to any Member, or other person legitimately interested in the same, a certificate in writing executed by an officer of the Association in recordable form stating that the requirements of Section 20.1(a) have been complied with, or duly waived by the Association, and that the rights of the Association thereunder have terminated. Such certificate shall be conclusive evidence of compliance with the requirements of (a) above, for all persons who rely thereon in good faith.

(d) Rental or Lease. No lease for a period of more than one (1) year shall be valid unless approved by the Association and all lessees shall acknowledge in writing their agreement to be bound by the terms of the Declaration during their tenancy. The Association shall have the right to require that a substantially uniform form of lease be used. Such lease or rental shall not release the Unit Owner from any obligation under this declaration.

(e) Occupants. The Association shall have the right to prohibit occupancy of any Unit by any person other than a Unit Owner, or a purchaser or lessee who has acquired his interest after compliance with (a) or (d) hereof, as the case may be.

(f) Voidability. Any purported sale or lease of a Unit where the unit Owner has failed to comply with the provisions of this Section, shall be voidable at the election of the Association, provided, however, that such voidability shall exist for a period no longer than ninety (90) days from the consummation of such transaction, such consummation to be evidenced by occupancy of the Unit or by furnishing the Association with a true copy of a recorded deed of conveyance thereto or lease thereof; and, provided, further, that the Association commence an action within such ninety-(90) day period to have the same declared void.

(g) Exception. Any Institutional First Mortgagee making a mortgage loan for the purpose of financing the purchase of a Unit shall not be required to inquire whether or not its mortgagor's grantor complied with the provisions of this section, and any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage.

21. COVENANTS AND RESTRICTIONS

The Condominium Property, Improvements and all easements and rights appurtenant thereto intended for and granted for use in connection with said Property are hereby subjected to all the covenants and restrictions contained in the Declaration of Covenants and Restrictions of MARINA CLUB VILLAGE, A CONDOMINIUM, as recorded in Official Record Book No. 1075, Pages 279 through 293, of Bay County, Florida.

22. SPECIFIC RIGHTS OF INSTITUTIONAL MORTGAGEES

In addition to the rights and privileges expressly granted to the mortgagees of condominium units in other paragraphs of this Declaration of Condominium, each and every institutional mortgagee shall have the following rights and entitlements:

22.1 To be furnished with at least one (1) copy of the annual financial statement and a report of the Association, prepared by certified public accountants designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statement and report to be furnished within ninety (90) days following the end of each calendar year; and to inspect the books and records of the condominium during normal business hours.

22.2 To be given written notice by the Association of the call of a meeting of the membership and be permitted to designate a representative to attend all such meetings.

22.3 To be given notice of default by any member owning any unit encumbered by a mortgage held by such institutional mortgagee, such notice to be given in writing and to

be sent to the principal office of such institutional mortgagee or to the place which it or they may designate in writing to the Association.

22.4 To be given an endorsement to the policies covering the common elements requiring that such institutional mortgagee be given any notice of cancellation provided for in such policy.

22.5 Should the Association fail to pay insurance premiums when due, or should the Association fail to comply with other insurance requirements of the mortgagee(s), said institutional mortgagee(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expense.

22.6 To receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged apartment in the same share as the share in the common elements appurtenant to such apartment, in the event: (a) insurance proceeds are not sufficient to complete restoration, reconstruction or repair, and the Association has not made additional funds available for such purpose; or (b) it is determined to restore, repair or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such change or alteration.

22.7 To a written notification from the Association thirty (30) days prior to the effective date of:

22.7.1 Any change in the condominium documents; and

22.7.2 Any change of manager (not including change in employees of a corporate manager) of the condominium.

22.8 To written notification from the Association of any default by the mortgagor of a unit in performance of the mortgagor's obligations under all condominium documents which is not cured within thirty (30) days.

22.9 Any institutional mortgagee that comes into possession of a unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the property free of any claim for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such institutional mortgagee comes into possession of the apartment (except for claims for a pro rata share of any tax or special assessment as provided for in this Declaration of Condominium).

22.10 In the event of substantial damage to or destruction of any unit or any part of the common elements, the institutional holder of any first mortgage on a condominium unit will be entitled to timely written notice of any such damage or destruction.

22.11 No condominium unit in the project may be partitioned or subdivided without the prior written approval of the holder of any first mortgage lien on such unit.

23. TERMINATION

The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

23.1 Destruction

In the event that it is determined in the manner elsewhere provided that the condominium building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

23.2 Agreement

The condominium may be terminated by the approval in writing of all the owners of the units therein and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than seventy-five percent (75%) of the common elements, and of the record owners all mortgages upon the units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the day of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

23.2.1 Exercise of Option. The option shall be exercised by delivery or mailing by certified mail, to each of the record owners of the units to be purchased, of an agreement to purchase, signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall provide for the purchase of all of the units owned by owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.

23.2.2 Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

23.2.3 Payment. The purchase price shall be paid in cash.

23.2.4 Closing. The sale shall be closed within thirty days following determination of the sale price.

23.3 Certificate

The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the

Association, executed by the President and Secretary, certifying to the facts affecting the termination, and shall become effective upon being recorded in the public records of Bay County, Florida.

23.4 Shares of Owners After Termination

After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

23.5 Amendments

This section concerning termination cannot be amended without consent of all unit owners and all recorded owners of mortgages upon condominium parcels.

24. SEVERABILITY AND INVALIDITY

The invalidity in whole or in part of any covenant, restriction, section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association, shall not affect the validity of the remaining portions which shall remain in full force and effect.

In the event any court shall hereafter determine that any provision of this Declaration of Condominium, as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

25. INTERPRETATION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same; e.e., Chapter 718, Florida Statutes, as amended.

IN WITNESS WHEREOF, the Developer, BAY POINT YACHT & COUNTRY CLUB, a Florida joint venture partnership, and BAY BANK & TRUST COMPANY, as Trustee, have caused the execution of this Declaration of Condominium this 30th day of April, 1986.

Signed, sealed & delivered in the presence of:

BAY POINT YACHT & COUNTRY CLUB,
A Florida Joint Venture Partnership

By: FIRST BAY POINT, INC., a
Florida corporation, a
joint Venture Partner

Joseph W. Schantz
Joseph W. Schantz

By: *Joseph B. Schantz*
Its President

[AFFIX CORPORATE SEAL]



And By: MS & S, a Florida
Partnership, a Joint
Venture Partner

Shirley E. Kinsinger
Shirley E. Kinsinger

By [Signature]
Its General Partner

BAY BANK & TRUST COMPANY,
as Trustee

I. L. Christo

BY: [Signature]
Its Assistant Vice President & Trust
Officer

[AFFIX CORPORATE SEAL]

[Signature]
[Signature]

DISTRICT OF COLUMBIA.

The foregoing instrument was acknowledged before me this
22nd day of June, 1986, by Samuel B. Stettin
as President of FIRST BAY POINT, INC., a
Florida corporation.

Margaret A. Boyle
Notary Public
My Commission Expires: January 1, 1989

STATE OF FLORIDA,
COUNTY OF BAY.

The foregoing instrument was acknowledged before me this
22nd day of June, 1986, by William Spann, General
Partner of MS & S, a Florida partnership.

Shirley E. Kinsinger
Notary Public
My Commission Expires:

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this
22nd day of June, 1986, by I. L. Christo
as Trust Officer of BAY BANK & TRUST COMPANY,

[Signature]
Notary Public
My Commission Expires:
Notary Public, State of Florida
My Commission Expires: January 1, 1989

JOINDER OF MORTGAGEE IN
DECLARATION OF CONDOMINIUM

AMSOUTH BANK, N.A., of Birmingham, Alabama, the owner and holder of a mortgage encumbering the land described in Exhibit "B" attached to the Declaration of Condominium of MARINA CLUB VILLAGE, A CONDOMINIUM, according to the Declaration thereof to which this Joinder is attached hereby consents to and joins in the said Declaration thereof and agrees that the lien of its mortgage, to the extent of the encumbrance upon the land described in Exhibit "B" attached to the Declaration of Condominium, shall be upon the condominium parcel of MARINA CLUB VILLAGE, A CONDOMINIUM, according to the Declaration thereof, together with all of the appurtenances, including, but not limited to, any common elements appurtenant to the condominium parcel so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by AMSOUTH BANK, N.A., or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration of Condominium as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to Section 718.104, Florida Statutes (1981).

EXECUTED this 28th day of April, 1986.

WITNESSES:

Mortgagee

AMSOUTH BANK, N.A.

Kenneth S. Messer
Conrad Kiser


By Thomas E. Spitzer
ASSISTANT VICE PRESIDENT

Attest: William J. Duff
ASSISTANT VICE PRESIDENT

STATE OF ALABAMA,
COUNTY OF JEPPERSON.

** OFFICIAL RECORDS **
BK 1075 PG 927

The foregoing Joinder of Mortgagee of Declaration
of Condominium was acknowledged before me this 28th day of
April, 1986, by Thomas E. Gester and
Dorothy J. Perry, the Assistant Vice President and
Assistant Vice President, respectively, of AMSOUTH BANK,
N.A., on behalf of said corporation.


W. D. Baird
Notary Public
My Commission Expires: 4-12-90

**JOINDER OF MORTGAGEE IN
DECLARATION OF CONDOMINIUM**

FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION, a corporate instrumentality and agency of the United States, the owner and holder of a mortgage encumbering the land described in Exhibit B attached to the Declaration of Condominium of MARINA CLUB VILLAGE, A CONDOMINIUM, according to the Declaration thereof to which this Joinder is attached hereby consents to and joins in the said Declaration thereof and agrees that the lien of its mortgage, to the extent of the encumbrance upon the land described in Exhibit B attached to the Declaration of Condominium, shall be upon the condominium parcel of MARINA CLUB VILLAGE, A CONDOMINIUM, according to the Declaration thereof, together with all of the appurtenances, including, but not limited to, any common elements appurtenant to the condominium parcel so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION, a corporate instrumentality and agency of the United States, or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration of Condominium as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to Florida Statute 718.104(3).

EXECUTED this 28th day of April, 1986.

WITNESSES:

Mortgagee

FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION, a corporate instrumentality and agency of the United States

James H. Rescoe
Sharon William

By:

Joseph W. Schantz

Attest

James H. Rescoe



DISTRICT OF COLUMBIA.

The foregoing Joinder of Mortgage of Declaration of Condominium was acknowledged before me this 16th day of April, 1986, by Joseph W. Sebasty and Emil Pincus the authorized representative and authorized representative, respectively, of FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION, a corporate instrumentality and agency of the United States, on behalf of said corporation.

Margaret A. Doyle
Notary Public

My Commission Expires:

EXHIBIT "A"

THE DECLARATION OF CONDOMINIUM OF

MARINA CLUB VILLAGE

A CONDOMINIUM

Schedule of Shares or Percentage of Ownership in Common
Elements and Common Surplus

PHASE I

<u>Unit Type</u>	<u>Unit Numbers</u>	<u>Percentage of Shares</u>
"A"	1004, 1005, 1039	5.320% each
"B"	1002, 1006, 1010, 1012, 1014, 1040, 1042	3.914% each
"C"	1003, 1007, 1011, 1013, 1015, 1041, 1043	4.446% each
"D"	1001, 1008, 1009, 1016	6.380% each
TOTAL		100%

AFTER COMPLETION OF
PHASE II

<u>Unit Type</u>	<u>Unit Numbers</u>	<u>Percentage of Shares</u>
"A"	1004, 1005, 1039	3.864% each
"B"	1002, 1006, 1010, 1012, 1014, 1040, 1042, 1018, 1020, 1022	2.839% each
"C"	1003, 1007, 1011, 1013, 1015, 1041, 1043, 1019, 1021, 1023	3.225% each
"D"	1001, 1008, 1009, 1016, 1017, 1024	4.628% each
TOTAL		100%

AFTER COMPLETION OF
PHASE III

<u>Unit Type</u>	<u>Unit Numbers</u>	<u>Percentage of Shares</u>
"A"	1004, 1005, 1039, 1030	3.200% each
"B"	1002, 1006, 1010, 1012, 1014, 1040, 1042, 1018, 1020, 1022, 1026, 1028	2.354% each
"C"	1003, 1007, 1011, 1013, 1015, 1041, 1043, 1014, 1021, 1023, 1027, 1029	2.674% each
"D"	1001, 1008, 1009, 1016, 1017	3.838% each
"D"	1024, 1025	3.837% each
TOTAL		100%

AFTER COMPLETION OF
PHASE IV

<u>Unit Type</u>	<u>Unit Numbers</u>	<u>Percentage of Shares</u>
"A"	1004	2.634% each
"A"	1005, 1039, 1030, 1031, 1034	2.635% each
"B"	1002, 1006, 1010, 1012, 1014, 1040, 1042, 1018, 1020, 1022, 1026, 1028, 1032, 1035, 1037	1.938% each
"C"	1003, 1007, 1011, 1013, 1015, 1041, 1043, 1019, 1021, 1023, 1027, 1029, 1033, 1036, 1038	2.201% each
"D"	1001, 1008, 1009, 1016, 1017, 1024, 1025	3.158% each
TOTAL		100%

** OFFICIAL RECORDS **
BK 1075 PG 932

EXHIBIT A-1

TO THE PROSPECTUS AND THE
DECLARATION OF CONDOMINIUM

March 20, 1986

** OFFICIAL RECORDS **
BK 1075 PG 933


Mr. Farrell Wood
Director of Development
Bay Point Yacht and Country Club
Panama City Beach, Florida

Dear Mr. Wood:

The following is a legal description for a revised Phase I area in the Marina Club Villas.

Beginning at the most Easterly corner of Lot 651, Bay Point Unit One-A according to the Plat recorded in Plat Book 11, pages 70 and 71 in the public records, of Bay County, Florida. Thence Southeasterly along the Westerly right of way of Bay Point Road which is a curve concave to the Southwest and having a radius of 600.00 feet for an arc distance of 71.58 feet, said arc having a chord of 71.53 feet bearing S.29°19'34"E., thence continue along said right of way, S.19°00'29"E., 52.71 feet; thence S.77°51'42"W., 63.89 feet; thence S.41°06'04"W., 150.29 feet; thence S.48°53'56"E., 20.00 feet; thence S.00°02'50"E., 60.59 feet; thence S.27°57'39"W., 30.00 feet; thence S.07°45'39"W., 126.08 feet; thence Easterly and 29.55 feet along the arc of a curve concave to the South, having a radius of 67.00 feet and a central angle of 25°16'08" to a point of tangency; thence S.82°14'21"E., 39.34 feet to a point of curve; thence Northeasterly and 9.68 feet along the arc of a curve concave to the Northwest, having a radius of 25.00 feet and a central angle of 22°11'19" to a point of tangency; thence N.75°34'20"E., 7.67 feet to a point of curve; thence North-easterly and 29.59 feet along the arc of a curve concave North-westerly, having a radius of 25.00 feet and a central angle of 67°48'41"; thence S.78°43'39"E., 24.05 feet; thence S.29°35'40"E., 144.50 feet; thence S.07°45'39"W., 124.00 feet; thence N.81°10'03"W., 94.89 feet; thence N.59°27'42"W., 84.78 feet; thence N.82°11'21"W., 58.56 feet; thence S.07°48'39"W., 12.83 feet to the edge of Grand Lagoon; thence along the edge of Grand Lagoon, N.79°22'45"W., 85.62 feet; thence N.73°56'35"W., 42.14 feet; thence N.68°10'10"W., 12.28 feet to a point of curve; thence Northwesterly and 23.20 feet along the arc of a curve concave to the Northeast, having a radius of 52.00 feet and a central angle of 25°33'57"; thence N.42°36'13"W., 43.03 feet; thence N.40°09'01"W., 37.75 feet; thence N.32°14'00"W., 26.32 feet; thence N.24°02'25"W., 48.57 feet; thence N.16°09'33"W., 37.20 feet; thence leaving the edge of said Grand Lagoon, N.89°10'06"E., 103.98 feet; thence N.47°10'39"E., 180.00 feet to a point of curve; thence Northeasterly and 15.09 feet along the arc of a curve concave Northwesterly, having a radius of 45.00 feet and a central angle of 19°13'00"; thence N.27°57'39"E., 40.70 feet to a point of curve; thence Northeasterly and 15.37 feet along the arc of a curve concave Southeasterly, having a radius of 67.00 feet and a central angle of 13°08'25"; thence N.41°06'04"E., 233.68 feet; thence N.74°29'57"W., 101.10 feet to the Southerly line of said Lot 651, Bay Point Unit One-A; thence N.62°30'03"E. along said Southerly line, 105.00 feet to the Point of Beginning.

Sincerely yours,


Sam Bruner, RLS 2456
Bruner Land Surveying, Inc.
17224 Hutchison Road
Panama City Beach, Fla. 32407

** OFFICIAL RECORDS **
BK 1075 PG 934

EXHIBIT B
TO THE PROSPECTUS AND THE
DECLARATION OF CONDOMINIUM

DESCRIPTION: (MARINA CLUB VILLAGE BOUNDARY)

Begin at the most Easterly corner of Lot 651, Bay Point Unit One-A according to the Plat recorded in Plat Book 11, pages 70 and 71 in the public records of Bay County, Florida. Thence Southeasterly along the Southwesterly right of way line of Bay Point Road which is a curve concave to the Southwest and having a radius of 600.00 feet for an arc distance of 71.58 feet, said arc having a chord of 71.53 feet bearing S29°19'34"E; thence S19°00'29"E along said Southwesterly right of way line, 83.23 feet to a point of curve in said right of way; thence Southeasterly and 40.50 feet along the arc of a curve in said right of way, concave to the Northeast, having a radius of 240.0 feet and a central angle of 9°40'14"; thence S54°25'16"W, 59.50 feet; thence S07°45'39"W, 240.00 feet; thence S29°35'40"E, 144.50 feet; thence S07°45'39"W, 124.00 feet; thence N81°10'03"W, 94.89 feet; thence N59°27'42"W, 84.78 feet; thence thence N82°11'21"W, 58.56 feet; thence S07°48'39"W, 12.83 feet to a point on the edge of Grand Lagoon; thence along the edge of Grand Lagoon N79°22'45"W, 85.62 feet; thence N73°56'35"W, 42.14 feet; thence N68°10'10"W, 12.28 feet to a point of curve; thence Northwesterly and 23.20 feet along the arc of a curve concave Northeastly, having a radius of 52.00 feet and central angle of 25°33'57"; thence N42°36'13"W, 43.03 feet; thence N40°09'01"W, 37.75 feet; thence N32°14'00"W 26.32 feet; thence N24°02'25"W, 48.57 feet; thence N16°09'33"W, 37.20 feet; thence N13°00'50"W, 3.26 feet to a point of curve; thence Northwesterly and 38.09 feet along the arc of a curve concave Northeastly, having a radius of 42.00 feet and a central angle of 51°57'48"; thence N38°56'58"E, 14.25 feet; thence N42°55'55"E, 48.96 feet; thence N43°54'43"E, 46.52 feet; thence N43°10'42"E, 38.62 feet; thence N47°19'16"E, 48.94 feet; thence N43°31'39"E, 37.80 feet; thence N39°48'24"E, 38.51 feet; thence N35°04'57"E, 50.64 feet; thence N00°21'44"W, 22.00 feet; thence N05°34'40"E, 33.41 feet to the most Southerly corner of said Lot 651; thence N62°30'03"E, along the South line of said Lot 651 for 219.68 feet to the Point of Beginning.

LESS AND EXCEPT:

DESCRIPTION: (OUTPARCEL)

Begin at the most Easterly corner of Lot 651, Bay Point Unit One-A according to the Plat recorded in Plat Book 11, pages 70 and 71 in the public records of Bay County, Florida. Thence Southeasterly along the Southwesterly right of way line of Bay Point Road which is a curve concave to the Southwest and having a radius of 600.00 feet for an arc distance of 71.58 feet, said arc having a chord of 71.53 feet bearing S29°19'34"E; thence S19°00'29"E along said Southwesterly right of way line, 83.23 feet to a point of curve in said right of way; thence Southeasterly and 40.50 feet along the arc of a curve in said right of way, concave to the Northeast, having a radius of 240.00 feet and a central angle of 9°40'14"; thence S54°25'16"W, 59.50 feet; thence S07°45'39"W, 240.00 feet; thence S29°35'40"E, 144.50 feet; thence S07°45'39"W, 124.00 feet to the POINT OF BEGINNING. Thence N81°10'03"W, 94.89 feet; thence N59°27'42"W, 84.78 feet; thence N82°11'21"W, 58.56 feet; thence S07°48'39"W, 12.83 feet; thence S88°35'40"E, 25.33 feet; thence S77°26'17"E, 34.12 feet; thence S61°50'29"E, 38.48 feet; thence S59°27'42"E, 42.72 feet; thence S81°10'03"E, 97.00 feet; thence N07°45'39"E, 10.00 feet to the POINT OF BEGINNING.

** OFFICIAL RECORDS **
BK 1075 PG 936

EXHIBIT B-1

March 20, 1986

** OFFICIAL RECORDS **
BK 1075 PG 937


Mr. Farrell Wood
Director of Development
Bay Point Yacht and Country Club
Panama City Beach, Florida

Dear Mr. Wood:

The following is a legal description for a revised Phase I area in the Marina Club Villas.

Beginning at the most Easterly corner of Lot 651, Bay Point Unit One-A according to the Plat recorded in Plat Book 11, pages 70 and 71 in the public records, of Bay County, Florida. Thence Southeasterly along the Westerly right of way of Bay Point Road which is a curve concave to the Southwest and having a radius of 600.00 feet for an arc distance of 71.58 feet, said arc having a chord of 71.53 feet bearing S.29°19'34"E., thence continue along said right of way, S.19°00'29"E., 52.71 feet; thence S.77°51'42"W., 63.89 feet; thence S.41°06'04"W., 150.29 feet; thence S.48°53'56"E., 20.00 feet; thence S.00°02'50"E., 60.59 feet; thence S.27°57'39"W., 30.00 feet; thence S.07°45'39"W., 126.08 feet; thence Easterly and 29.55 feet along the arc of a curve concave to the South, having a radius of 67.00 feet and a central angle of 25°16'08" to a point of tangency; thence S.82°14'21"E., 39.34 feet to a point of curve; thence Northeasterly and 9.68 feet along the arc of a curve concave to the Northwest, having a radius of 25.00 feet and a central angle of 22°11'19" to a point of tangency; thence N.75°34'20"E., 7.67 feet to a point of curve; thence Northeasterly and 29.59 feet along the arc of a curve concave Northwesterly, having a radius of 25.00 feet and a central angle of 67°48'41"; thence S.78°43'39"E., 24.05 feet; thence S.29°35'40"E., 144.50 feet; thence S.07°45'39"W., 124.00 feet; thence N.81°10'03"W., 94.89 feet; thence N.59°27'42"W., 84.78 feet; thence N.82°11'21"W., 58.56 feet; thence S.07°48'39"W., 12.83 feet to the edge of Grand Lagoon; thence along the edge of Grand Lagoon, N.79°22'45"W., 85.62 feet; thence N.73°56'35"W., 42.14 feet; thence N.68°10'10"W., 12.28 feet to a point of curve; thence Northwesterly and 23.20 feet along the arc of a curve concave to the Northeast, having a radius of 52.00 feet and a central angle of 25°33'57"; thence N.42°36'13"W., 43.03 feet; thence N.40°09'01"W., 37.75 feet; thence N.32°14'00"W., 26.32 feet; thence N.24°02'25"W., 48.57 feet; thence N.16°09'33"W., 37.20 feet; thence leaving the edge of said Grand Lagoon, N.89°10'06"E., 103.98 feet; thence N.47°10'39"E., 180.00 feet to a point of curve; thence Northeasterly and 15.09 feet along the arc of a curve concave Northwesterly, having a radius of 45.00 feet and a central angle of 19°13'00"; thence N.27°57'39"E., 40.70 feet to a point of curve; thence Northeasterly and 15.37 feet along the arc of a curve concave Southeasterly, having a radius of 67.00 feet and a central angle of 13°08'25"; thence N.41°06'04"E., 233.68 feet; thence N.74°29'57"W., 101.10 feet to the Southerly line of said Lot 651, Bay Point Unit One-A; thence N.62°30'03"E. along said Southerly line, 105.00 feet to the Point of Beginning.

Sincerely yours,


Sam Bruner, RLS 2456
Bruner Land Surveying, Inc.
17224 Hutchison Road
Panama City Beach, Fla. 32407

March 20, 1986

Mr. Farrell Wood
Director of Development
Bay Point Yacht and Country Club
Panama City Beach, Fla. 32407

Dear Mr. Wood:

The following is a legal description for a revised Phase II area in the Marina Club Villas.

Commencing at the most Easterly corner of Lot 651, Bay Point Unit One-A according to the Plat recorded in Plat Book 11, pages 70 and 71 in the public records of Bay County, Florida. Thence S.62°30'03"W. along the Southeasterly line of said Lot 651, 219.68 feet; thence S.05°34'40"W., 33.41 feet; thence S.00°21'44"E., 22.00 feet; thence S.35°04'57"W., 50.64 feet; thence S.39°48'24"W., 15.00 feet to the POINT OF BEGINNING: Thence N.64°20'59"E., 96.89 feet; thence Southwesterly and 15.37 feet along the arc of a curve concave Southeasterly, having a radius of 67.00 feet and a central angle of 13°08'25"; thence S.27°57'39"W., 40.70 feet to a point of curve; thence Southwesterly and 15.09 feet along the arc of a curve concave Northwesterly, having a radius of 45.00 feet and a central angle of 19°13'00"; thence S.47°10'39"W., 180.00 feet; thence S.89°10'06"W., 103.98 feet to the edge of Grand Lagoon; thence traversing said Grand Lagoon, N.13°00'50"W., 3.26 feet to a point of curve; thence Northerly and 38.09 feet along the arc of a curve concave Easterly, having a radius of 42.00 feet and a central angle of 51°57'48"; thence N.38°56'58"E., 14.25 feet; thence N.42°55'55"E., 48.96 feet; thence N.43°54'43"E., 46.52 feet; thence N.43°10'42"E., 38.62 feet; thence N.47°19'16"E., 48.94 feet; thence N.43°31'39"E., 37.80 feet; thence N.39°48'24"E., 23.51 feet to the Point of Beginning.

The following is a legal description for a revised Phase III area in the Marina Club Villas.

Commencing at the most Easterly corner of Lot 651, Bay Point Unit One-A according to the Plat recorded in Plat Book 11, pages 70 and 71 in the public records of Bay County, Florida. Thence S.62°30'03"W. along the Southeasterly line of said Lot 651, 105.00 feet to the POINT OF BEGINNING: Thence S.74°29'57"E., 101.10 feet; thence S.41°06'04"W., 233.68 feet; thence S.64°20'59"W., 96.89 feet to the edge of Grand Lagoon; thence traversing the edge of Grand Lagoon, N.39°48'24"E., 15.00 feet; thence N.35°04'57"E., 50.64 feet; thence N.00°21'44"W., 22.00 feet; thence N.05°34'40"E., 33.41 feet; thence N.62°30'03"E. along said Southeasterly line of Lot 651, 114.68 feet to the Point of Beginning.

The following is a legal description for a revised Phase IV area in the Marina Club Villas.

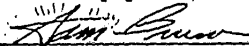
Commencing at the most Easterly corner of Lot 651, Bay Point Unit One-A according to the Plat recorded in Plat Book 11, pages 70 and 71 in the public records of Bay County, Florida. Thence Southeasterly along the Westerly right of way of Bay Point Road which is a curve concave to the Southwest and having a radius of 600.00 feet for an arc distance of 71.58 feet, said arc having a chord of 71.53 feet bearing S.29°19'34"E., thence continue along said right of way, S.19°00'29"E., 52.71 feet to the POINT OF BEGINNING: Thence continue along said right of way, S.19°00'29"E., 30.52 feet; thence Southeasterly and 40.50 feet along the arc of a curve concave North-easterly having a radius of 240.00 feet and a central angle of 09°40'14"; thence S.54°25'16"W., 59.50 feet; thence S.07°45'39"W., 240.00 feet; thence N.78°43'39"W., 24.05 feet; thence Southwesterly and 29.59 feet along the arc of a curve concave Northwesterly, having a radius of 25.00 feet and a central angle of 67°48'41"; thence S.75°34'20"W., 7.67 feet to a point of curve; thence Westerly and 9.68 feet along the arc of a curve concave Northerly, having a radius of 25.00 feet and a central angle of 22°11'19";

(continued on next page)

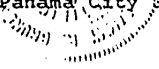
(Description of Phase IV Marina Club Villas Continued)

thence N.82°14'21"W., 39.34 feet to a point of curve; thence Westerly and 29.55 feet along the arc of a curve concave Southerly, having a radius of 67.00 feet and a central angle of 25°16'08"; thence N.07°45'39"E., 126.08 feet; thence N.27°57'39"E., 30.00 feet; thence N.00°02'50"W., 60.59 feet; thence N.48°53'56"W., 20.00 feet; thence N.41°06'04"E., 150.29 feet; thence N.77°51'42"E., 63.89 feet to the Westerly right of way of said Bay Point Road and the Point of Beginning.

Sincerely yours,



Sam Bruner, RLS 2456
Bruner Land Surveying, Inc.
1724 Hutchison Road
Panama City Beach, Fla. 32407



SURVEYOR'S CERTIFICATE

MARINA CLUB VILLAGE,
A CONDOMINIUM

I, Sam Bruner, (Registered Land Surveyor No. 2456, State of Florida), a surveyor authorized to practice in the State of Florida, hereby certify that the construction of the improvements described as Phase I in Exhibits B through E of the Declaration of Condominium of MARINA CLUB VILLAGE, A CONDOMINIUM, is substantially complete, so that the material, together with the contents of the Declaration relating to matters of survey describing the condominium property is an accurate representation of the location and of the dimensions of the improvements, and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.

Sam Bruner
Registered Land Surveyor

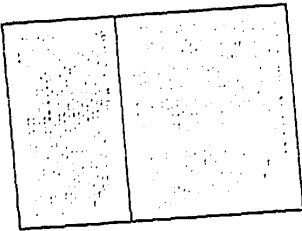
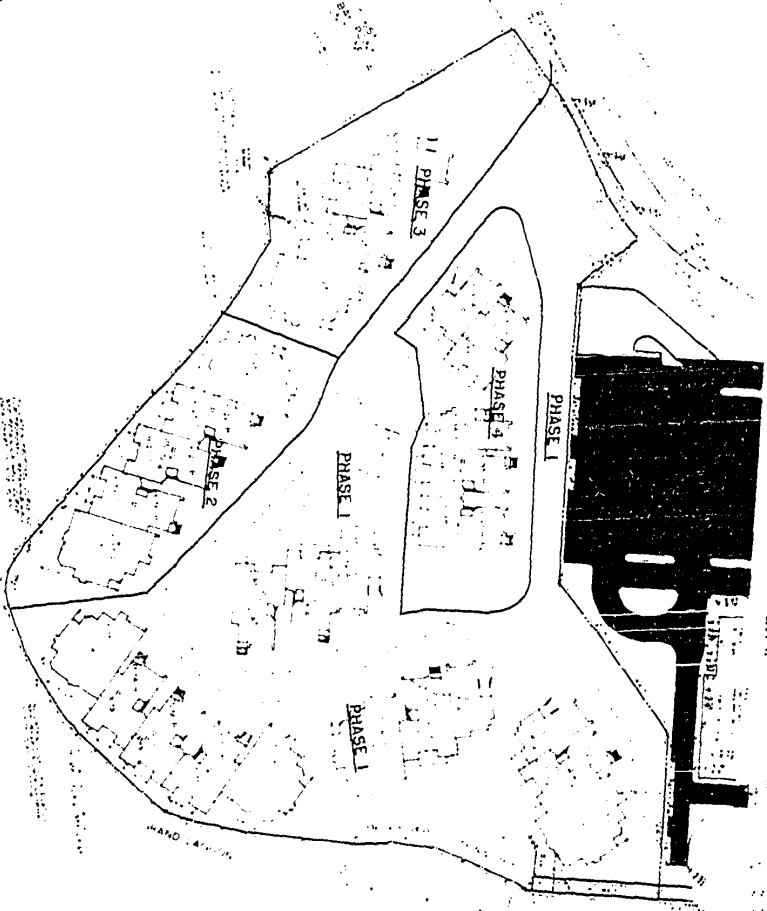
SWORN TO AND SUBSCRIBED before me this 28 day of April, 1986.

Mary Ann [Signature]
Notary Public
My Commission Expires: May 1987
My Comm. No. 12345

** OFFICIAL RECORDS **
BK 1075 PG 941

EXHIBIT C

CONSTRUCTION PHASE PLAN



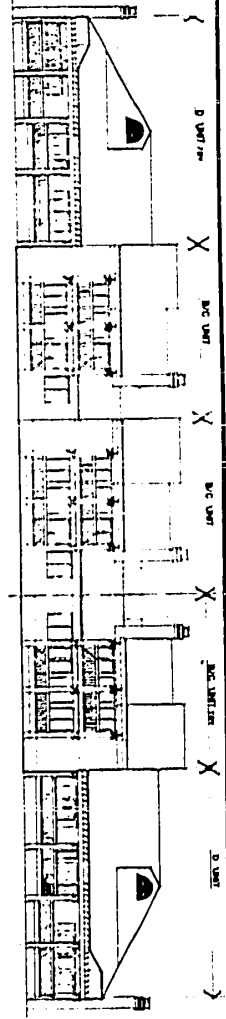
CONSULTING ENGINEER INC.

** OFFICIAL RECORDS **
BK 1075 PG 943

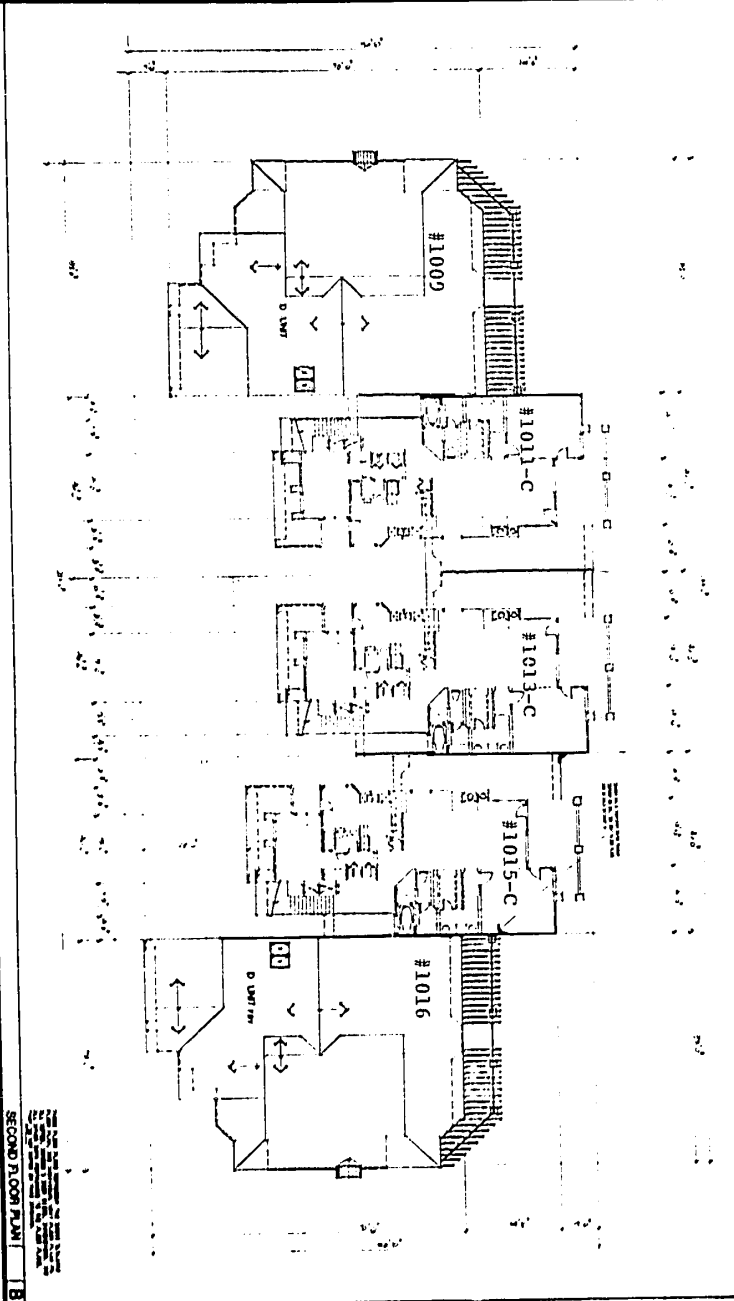
E X H I B I T D
TO THE PROSPECTUS AND THE
DECLARATION OF CONDOMINIUM

** OFFICIAL RECORDS **
BK 1075 PG 945

PHASE 1
BUILDING 1
Second Floor
#1009 -D Unit
#1011 -C Unit
#1013 -C Unit
#1015 -C Unit
#1016 -D Unit



BUILDING FRONT ELEVATION
S.I. 1/A



SECOND FLOOR PLAN
S.I. 1/B

PHASE 1 BUILDING 1

1	2	3	4	5	6	7	8	9	10
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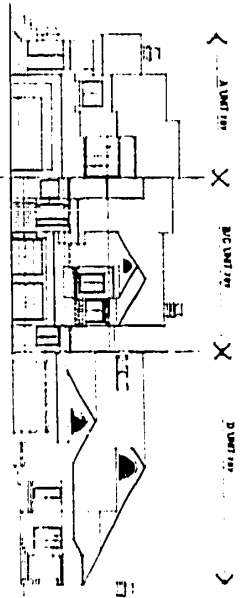
MARINA CLUB VILLAGE
BAY POINT
PANAMA CITY, FLORIDA

1	2	3	4	5	6	7	8	9	10
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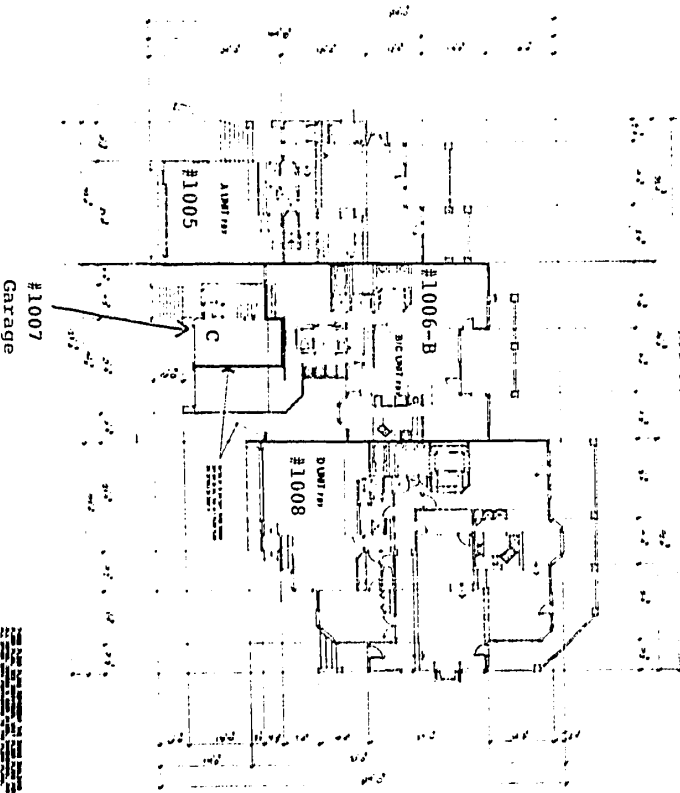
PHASE 1, BUILDING 2

First Floor

- #1005 - A Unit
- #1006 - B Unit
- #1007 - C Unit
- #1008 - D Unit



BUILDING FRONT ELEVATION S.E. A



#1007
Garage

PHASE 1 BUILDING 2



MARINA CLUB VILLAGE
 BAY POINT

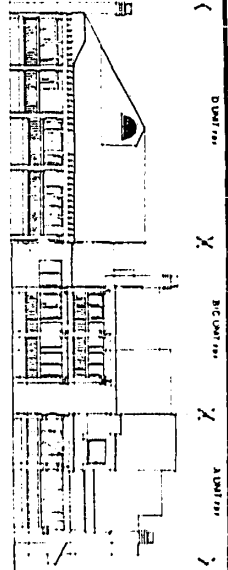
PANAMA CITY, FLORIDA

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 DATE: 11/18/88
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT: PHASE 1 BUILDING 2

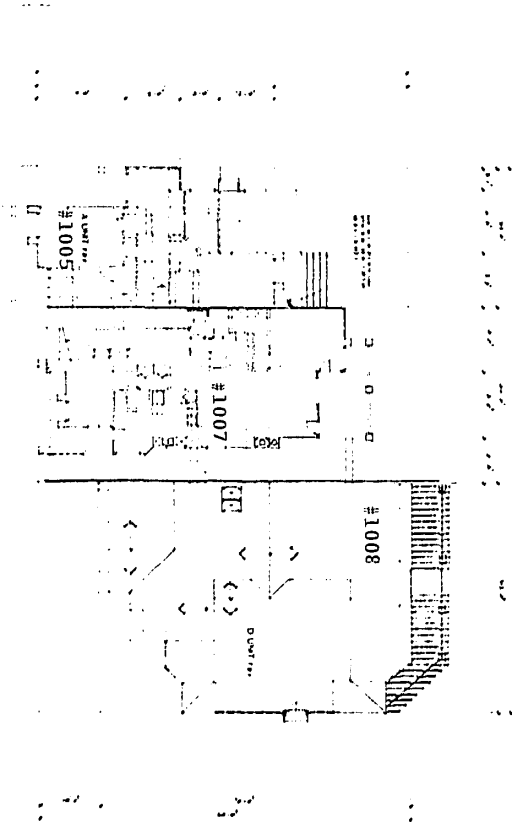
PHASE 1, BUILDING 2

Second Floor

- #1005 - A Unit
- #1007 - C Unit
- #1008 - D Unit



BUILDING REAR ELEVATION - A



SECOND FLOOR PLAN - B

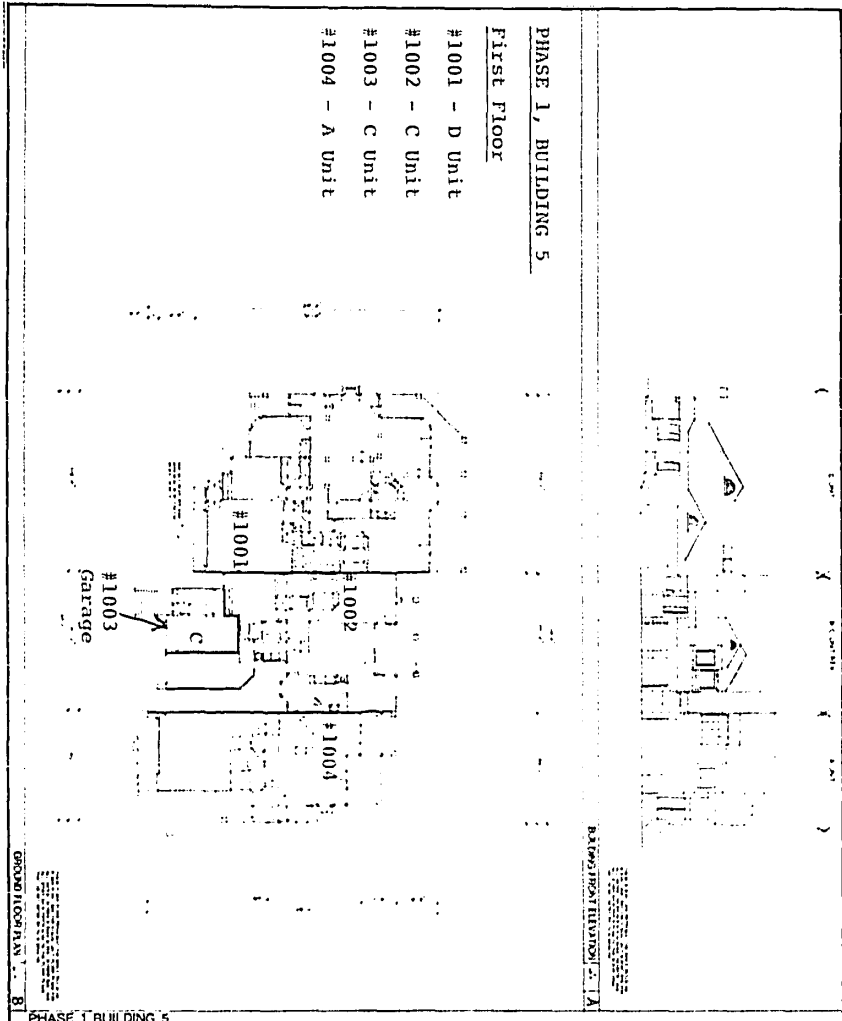
PHASE 1 BUILDING 2

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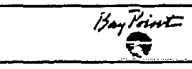
MARINA CLUB VILLAGE
BAY POINT
PANAMA CITY, FLORIDA

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NO.	REVISION

wayne
berndorff
ARCHITECTS



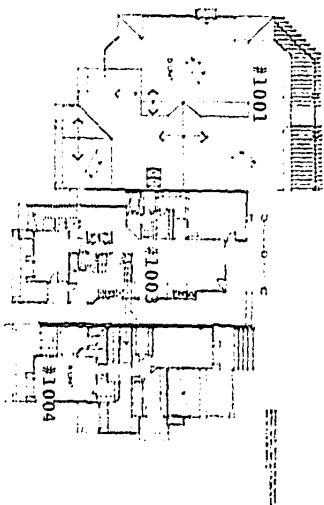
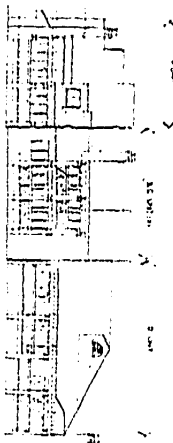
MARINA CLUB VILLAGE
BAY POINT
PANAMA CITY, FLORIDA

NO.	REVISION

PHASE 1, BUILDING 5

Second Floor

- #1001 - D Unit
- #1003 - C Unit
- #1004 - A Unit



BUILDING 5



MARINA CLUB VILLAGE
 BAY POINT
 PANAMA CITY, FLORIDA

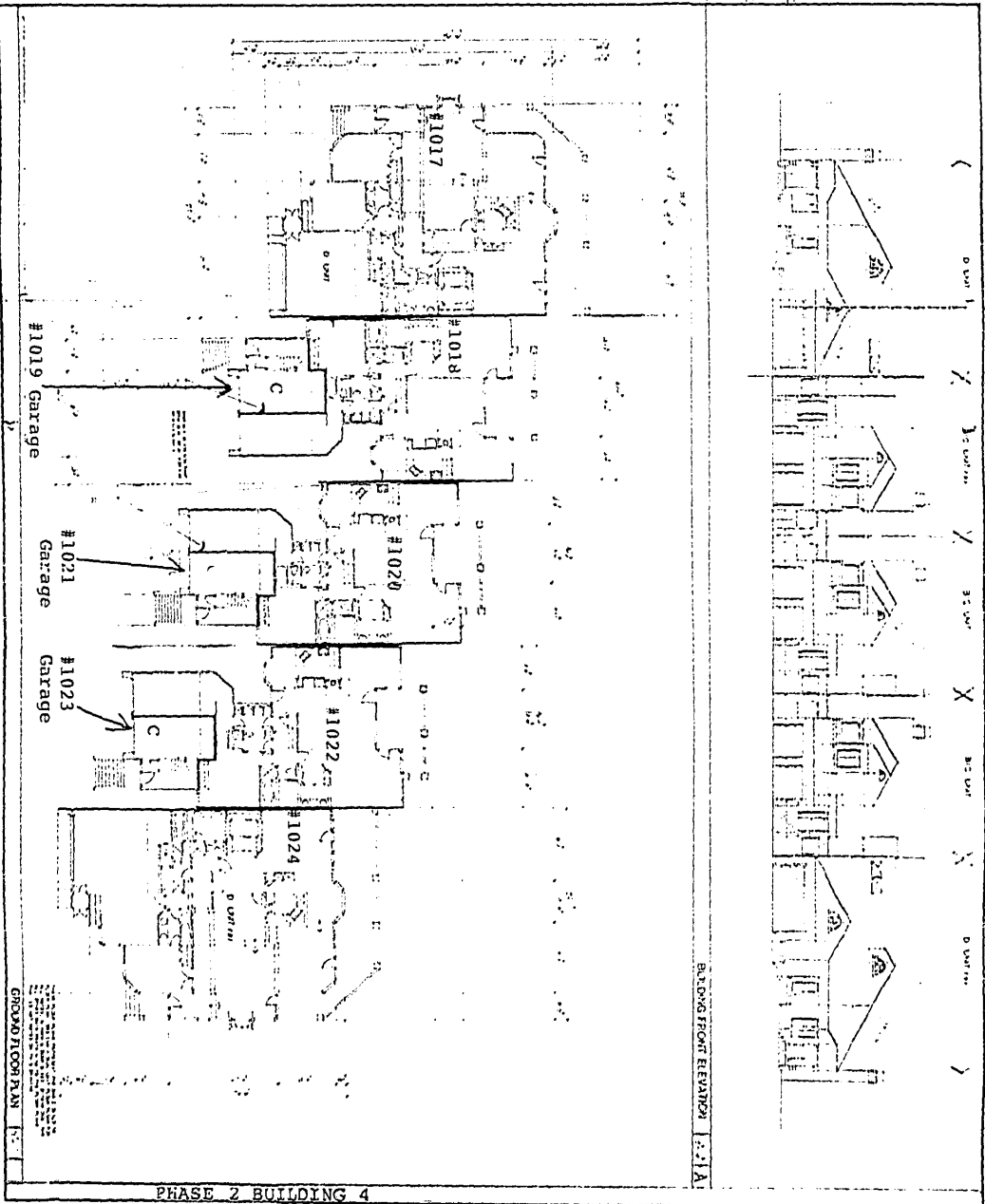
PHASE 2

BUILDING 4

First Floor

- #1017 - D Unit
- #1018 - B Unit
- #1019 - C Unit
- #1020 - B Unit
- #1021 - C Unit
- #1022 - B Unit
- #1023 - C Unit
- #1024 - D Unit

** OFFICIAL RECORDS **
BK 1075 PG 952

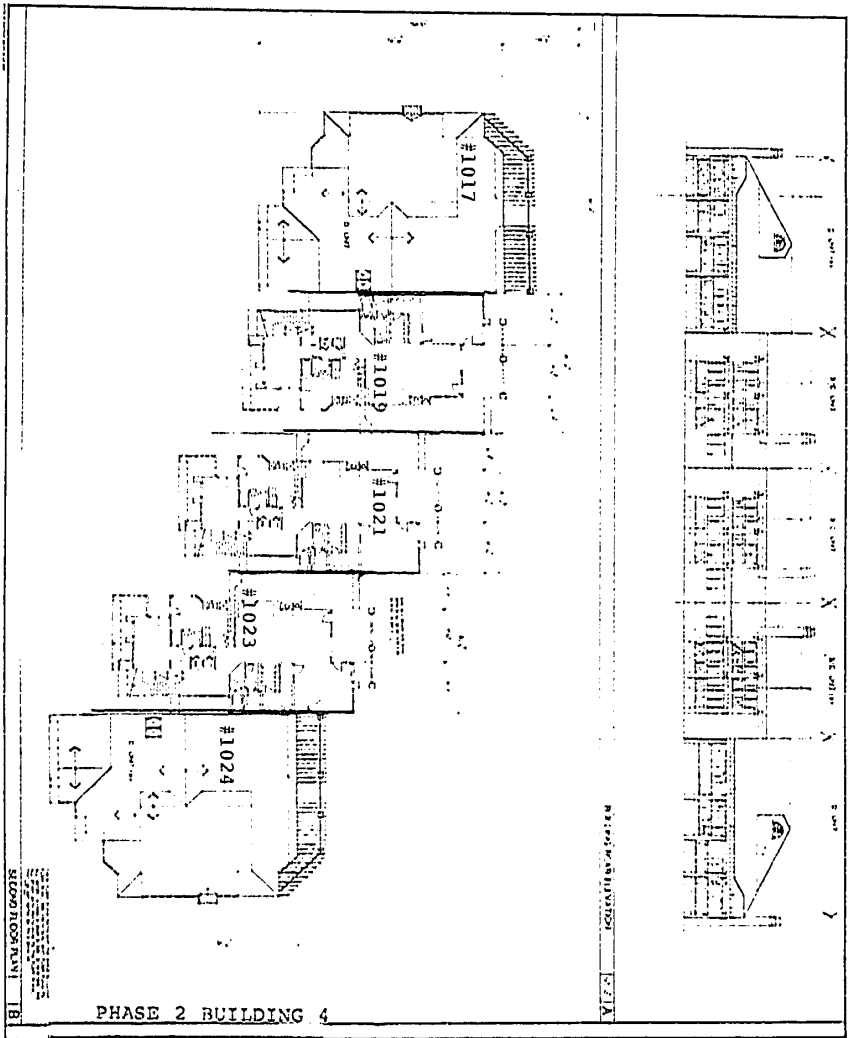


PHASE 2 BUILDING 4

B-1



MARINA CLUB VILLAGE
BAY POINT
PANAMA CITY, FLORIDA



B-2



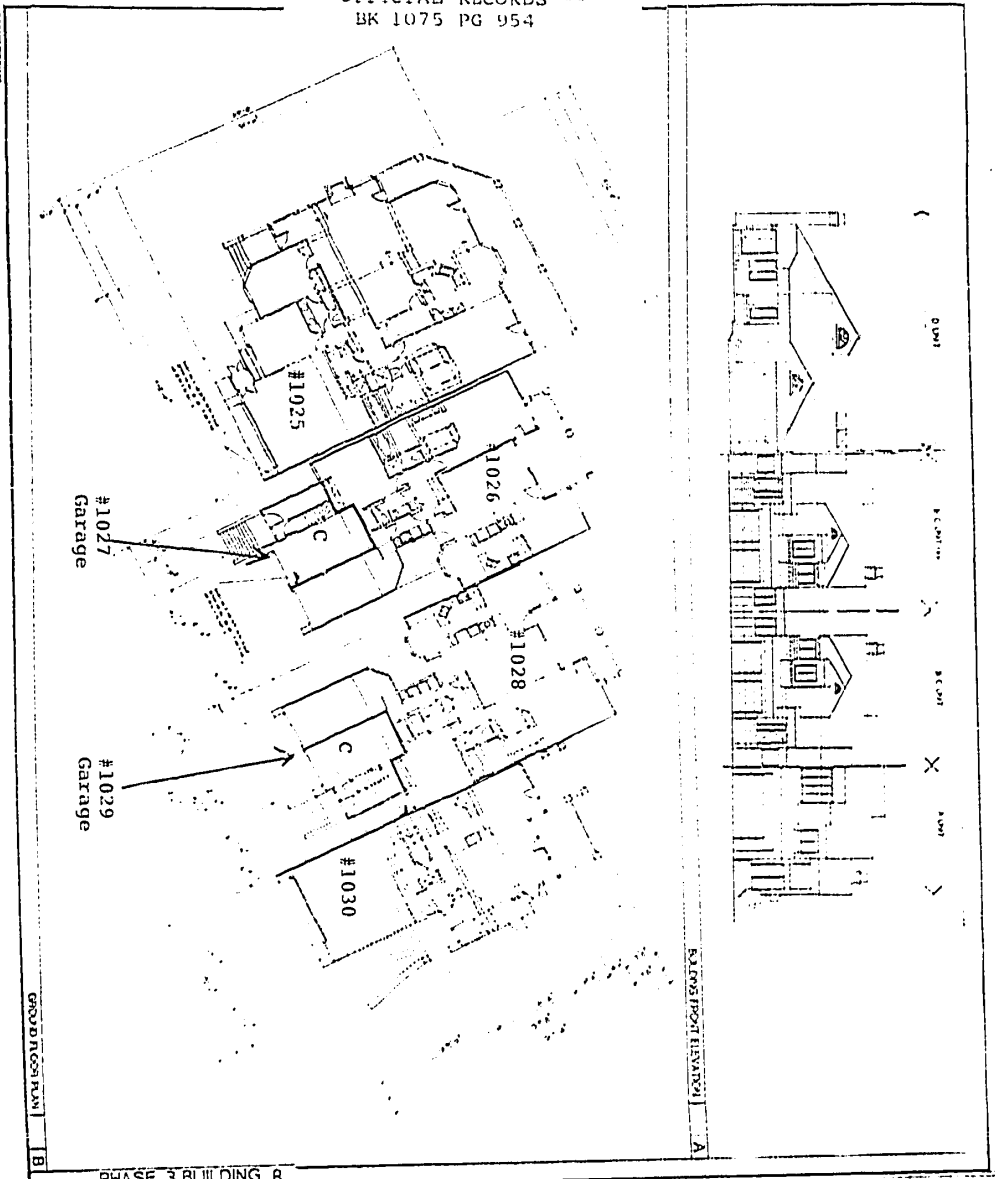
MARINA CLUB VILLAGE
DAY POINT
PANAMA CITY, FLORIDA

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PHASE 2, BUILDING 4

Second Floor

- #1017 - D Unit
- #1019 - C Unit
- #1021 - C Unit
- #1023 - C Unit
- #1024 - D Unit



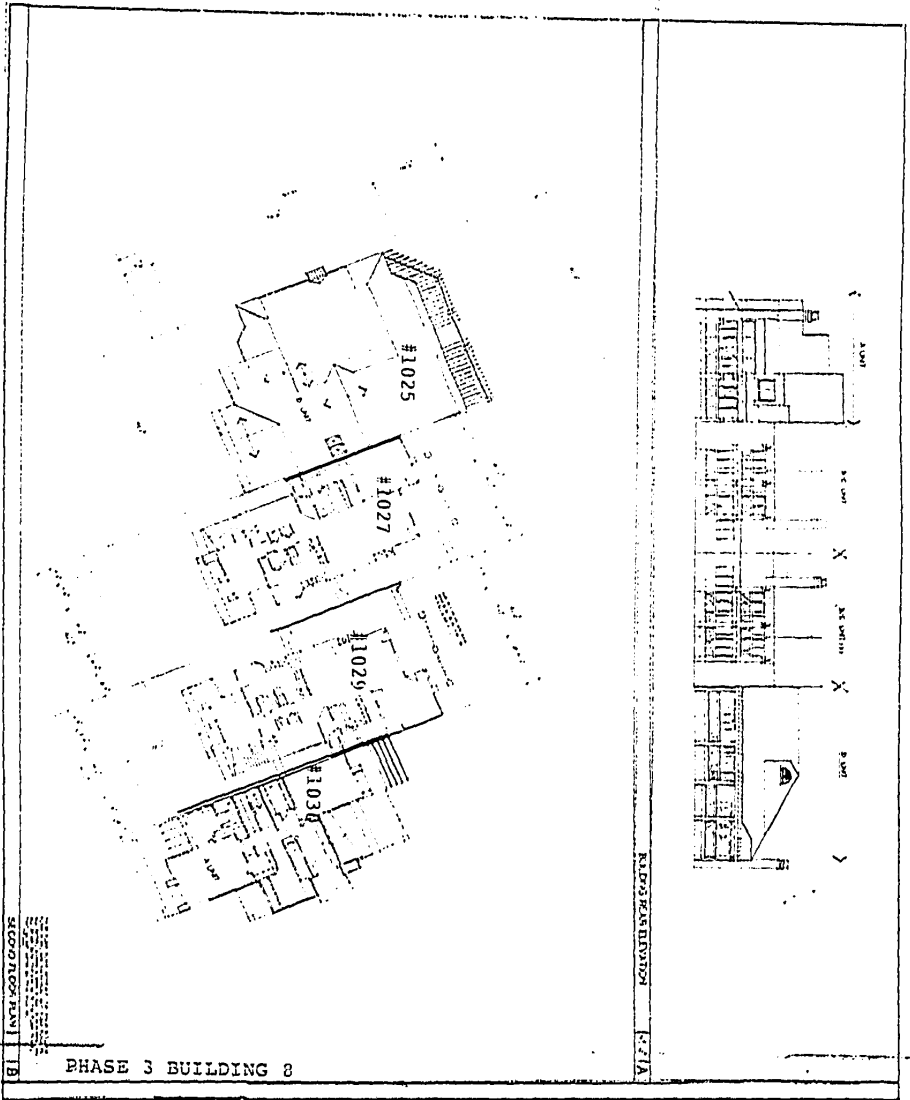
PHASE 3 BUILDING 8

wayne
beronbaum
architectural
interior design llc

Hay Point

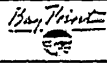
MARINA CLUB VILLAGE
DAY POINT
PANAMA CITY, FLORIDA

- PHASE 3,
- BUILDING 8
- First Floor
- #1025 - D Unit
- #1026 - B Unit
- #1027 - C Unit
- #1028 - B Unit
- #1029 - C Unit
- #1030 - A Unit



PHASE 3 BUILDING 8

1	2	3	4	5	6	7	8	9	10



MARINA CLUB VILLAGE
BAY POINT
PANAMA CITY, FLORIDA

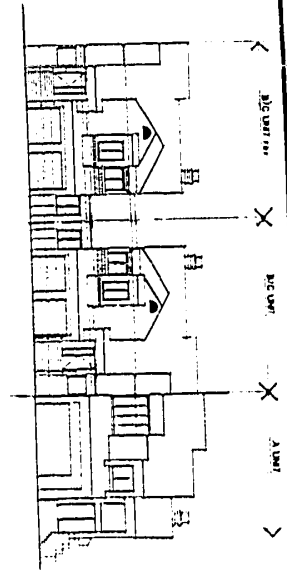
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- PHASE 3
BUILDING 8
Second Floor
#1025 - D Unit
#1027 - C Unit
#1029 - C Unit
#1030 - A Unit

PHASE 4, BUILDING 6

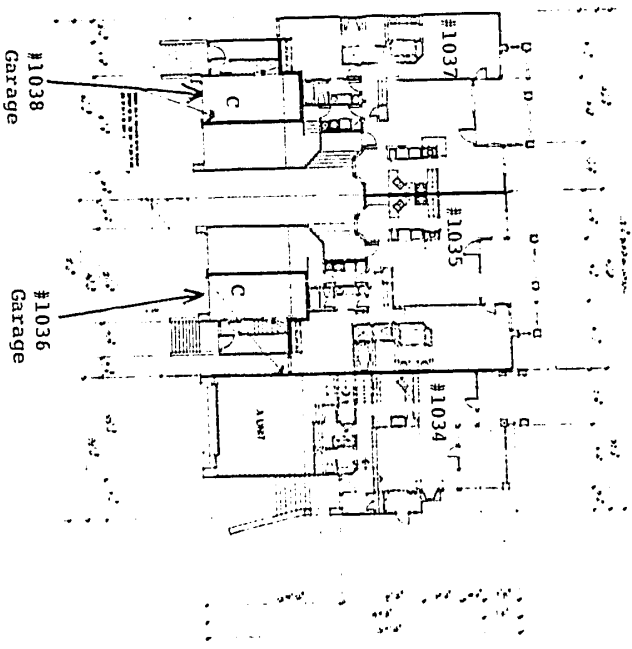
First Floor

- #1038 - C Unit
- #1037 - B Unit
- #1036 - C Unit
- #1035 - B Unit
- #1034 - A Unit



BUILDING FRONT ELEVATION

5'-0" X 1'-0"



GROUND FLOOR PLAN

5'-0" X 1'-0"

PHASE 4 BUILDING 6



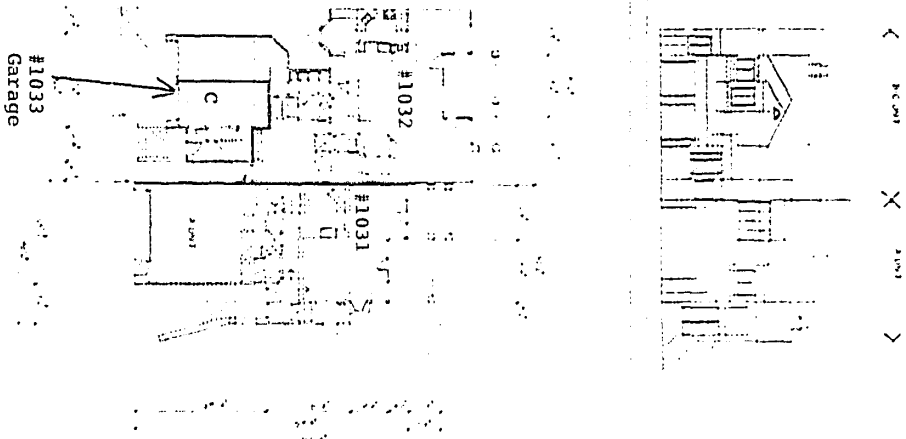
Bay Point

**MARINA CLUB VILLAGE
BAY POINT**
PANAMA CITY, FLORIDA

PHASE 4, BUILDING 7

FIRST FLOOR

- #1033 - C Unit
- #1032 - B Unit
- #1031 - A Unit

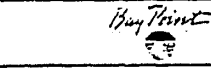


GROUND CONTAINMENT

BASEMENT FOUNDATION

PHASE 4 BUILDING 7

WYNNE BERENSON
ARCHITECTURAL FIRM
INCORPORATED
1984



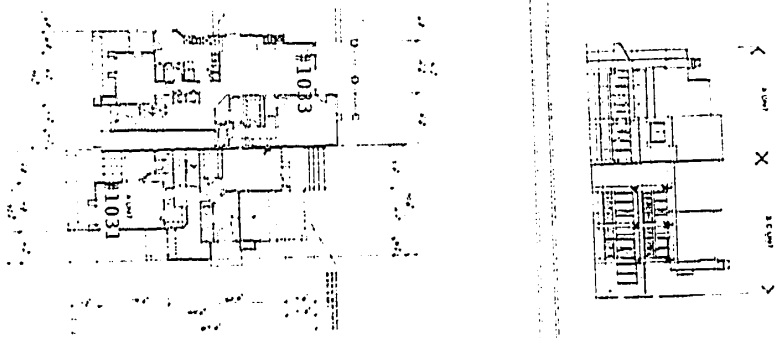
MARINA CLUB VILLAGE
BAY POINT
PANAMA CITY, FLORIDA

PHASE 4, BUILDING 7

Second Floor

#1033 - C Unit

#1031 - A Unit



PHASE 4 BUILDING 7
1B

PHASE 4 BUILDING 7

0-2

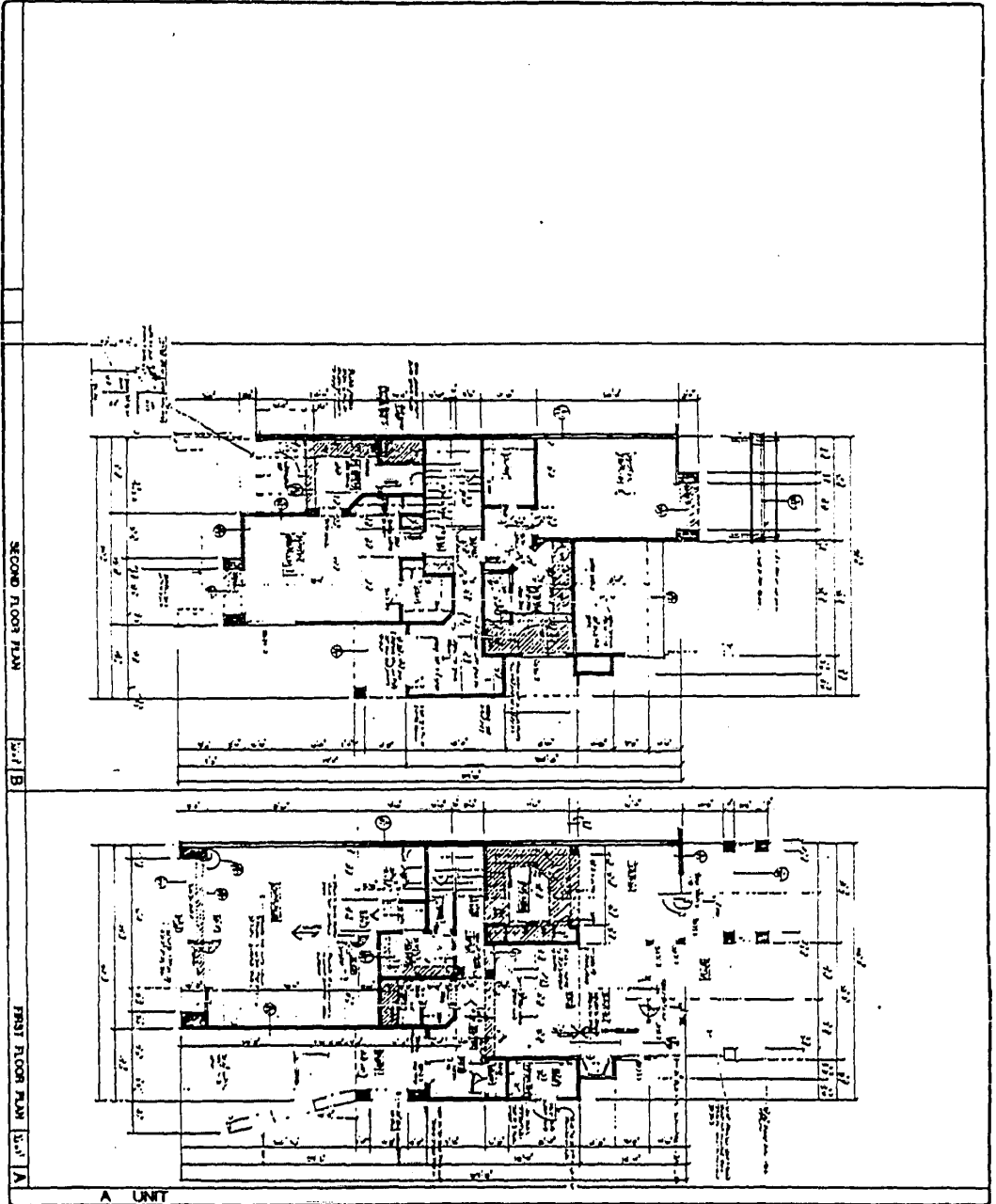
WSPine
Consultants
Architecture Planning
1200 N. ...
...
...

Bay Print

MARNA CLUB VILLAGE
DAYMENT
PANAMA CITY, FLORIDA

** OFFICIAL RECORDS **
BK 1075 PG 960

EXHIBIT E



SECOND FLOOR PLAN

FIRST FLOOR PLAN

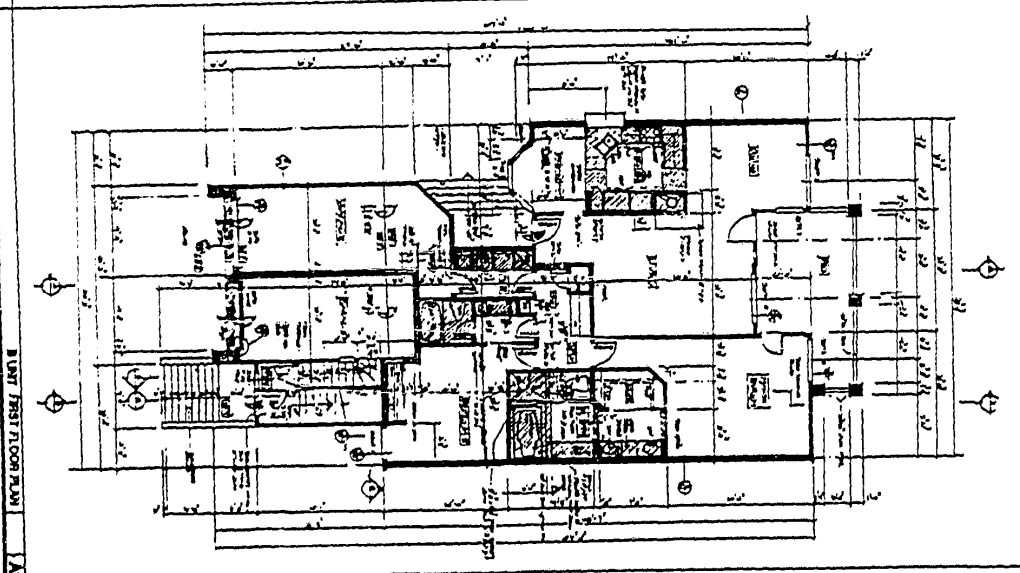
A UNIT
NOT FOR CONSTRUCTION - BID USE ONLY

A-1					
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MARINA CLUB VILLAGE
BAY POINT
PANAMA CITY, FLORIDA

** OFFICIAL RECORDS **
BK 1075 PG 962



B/C UNIT
NOT FOR CONSTRUCTION - BID USE ONLY

A-8			MARINA CLUB VILLAGE BAY POINT PANAMA CITY, FLORIDA	
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